



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
300 Martin Luther King Blvd.
February 2, 2021
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith
3. INVOCATION
 1. Daryl Cobb from the Mustard Seed Faith Center.
4. PLEDGE OF ALLEGIANCE
 1. Russell Jones - City Clerk.
5. READING OF MINUTES
 1. Minutes from the 01-19-21 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
 1. Request Alcohol License - QL Gewaz Inc DbA Taco Fest - Special Events Retail License.
12. AWARDING OF BIDS
13. RESOLUTIONS
 1. Designate City Personal Property Surplus & Authorize Disposal.
 2. Purchase - 624 Toter EVR II Carts - Sourcewell Contract #041217-WQI - OES.
 3. Purchase - (2) 2021 Ford F150 Supercab Pickups - PW.
 4. Approve Agreement with Critical Insights Consulting.
 5. Approve Agreement for Emergency Medical Care Mutual Aid.
 6. Authorize Release of Restrictions and Reversion in Deed to South Side Church of Christ.
 7. OPD new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.
14. ORDINANCES

1. Amending Section 19-495 of the City Code of Ordinances - 2nd Reading.
 2. Amending Section 16-188 of the City Code of Ordinances - 1st Reading.
15. APPOINTMENTS
1. Appoint Tim Aja to the Indian Pines Recreation Authority. Existing Term ends 6-7-2021.
16. ADJOURN
1. Character Trait of the Month - Integrity, the quality of being honest and having strong moral principles.

"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 # 4515)

Meeting: 02/02/21 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4515

Minutes from the 01-19-21 council meeting.



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 300 Martin Luther King Blvd.
January 19, 2021
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

The Mayor and all City Council members were present.

1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith

3. Invocation

Mr. Rector provided the invocation.

1. John Dale Rector with the Lee County Ministers Alliance.

4. Pledge of Allegiance

Mr. Jones led the Pledge of Allegiance.

1. Russell Jones - City Clerk.

5. Reading of Minutes

1. Minutes from the 01-05-21 council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

6. Unfinished Business

7. Remarks By the Mayor

1. City's Financial Summary Report for December 2020.
Mayor Fuller asked if the council had any questions about the city's financial summary report to ask Cindy Boyd, Mr. Motley or himself about it.
2. December 2020 Monthly Building Report.
Mayor Fuller asked Mr. Motley to give the December 2020 monthly building report and Mr. Motley did so.
3. Recognize Opelika High School as a CTE Mission: CubeSat National Challenge Finalist.
Mayor Fuller invited Brenda Howell, Kyler Mitchell and Dr. Mark Neighbors up front to be recognized. Mayor Fuller read a statement about what the Career and Technical Education Mission: CubeSat National Challenge is and how Opelika High School students involved were chosen as one of 5 national finalists out of 94 other high schools from around the country. Ms. Howell then explained her role as the involved student's teacher and how she was approached by a fellow teacher from Columbus High School in Columbus, Georgia, with whom she has done similar projects with in the past, and how her kids here have taken the project and ran with it. Kyler Mitchell, one of the students involved with the design of the CubeSat, explained what the actual CubeSat is, what it is used for, and why it is important for future research by NASA and other companies. Dr. Neighbors spoke lastly and stated how proud he was of the teachers and students for their involvement, and this kind of exposure for the students, with help from the council and community at large, is what makes things like this possible.

8. Citizen Communications

None.

9. Report of Disbursements

10. Committee Reports

11. General Business

12. Awarding of Bids

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 009-21 Designate City Personal Property Surplus & Authorize Disposal.

RESULT: APPROVED [UNANIMOUS]

MOVER: Todd Rauch, Council Member

SECONDER: Erica Norris, President Pro-Tem

AYES: Allen, Norris, Lofton, Smith, Rauch

2. Resolution 010-21 Purchase - Okta and BeyondID Cloud ID Mgmt-Natl IPA Contract #2018011-01 - IT.

RESULT: APPROVED [UNANIMOUS]

MOVER: Erica Norris, President Pro-Tem

SECONDER: Todd Rauch, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

3. Resolution 011-21 Authorize Application for an Alabama Historic Preservation Grant.

RESULT: APPROVED [UNANIMOUS]

MOVER: Erica Norris, President Pro-Tem

SECONDER: Willie Allen, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance Amending Section 19-495 of the City Code of Ordinances - 1st Reading.
President Smith asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance.

RESULT: FIRST READING INTRODUCED

15. Appointments

President Smith presented the appointments.

1. Reappoint Angela George to the Board of Zoning Adjustments. New Term ends 2-11-2024.

RESULT: APPROVED [UNANIMOUS]

MOVER: Todd Rauch, Council Member

SECONDER: Robert Lofton, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

2. Reappoint Chris Anthony to the Board of Zoning Adjustments. New Term ends 2-11-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Erica Norris, President Pro-Tem
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

3. Reappoint Wilbert Payne to the Board of Zoning Adjustments. New Term ends 2-11-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Erica Norris, President Pro-Tem
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

16. Adjourn

The City Council meeting minutes of January 19, 2021 are hereby adopted and approved this the ____ day of _____, 2021.

President of City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones

City Clerk

1. Character Trait of the Month - Self-Discipline, the ability to control one's feelings and overcome one's weaknesses.

President Smith read the character trait of the month and asked if there was any other business to come before the council. Ms. Norris asked for the following to be recorded in the minutes: "In the minutes, Russell made a correction to the fact that he had listed that I apologized to Cracker Barrel but Cracker Barrel actually apologized to me and I wanted that to be stated for the record. I believe he has updated that. And also, there was another request that there was a breakdown in communication between the council, and I stated at that time the council's attorney, and that was actually the Council, Administration, and the Cracker Barrel's attorney, and so even though that is not reflected in the minutes, I do want that for the record specified. So not my friend Guy Gunter over here, but there was a breakdown that has been rectified now, so I wanted to state that for the record."

2. Motion to Adjourn.

The council meeting ended at 7:17 pm.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 4522)**

Meeting: 02/02/21 07:00 PM

Department: Purchasing and Revenue

Category: Business & Alcohol License

Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

DOC ID: 4522

Request Alcohol License - QL Gewaz Inc Dba Taco Fest - Special Events Retail License.

RESOLUTION NO. 012-21

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	1996 Reel Mower	87001164
2.	1	Ea.	Milsoft Map dispatch software	99003315

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 _____, 2021.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Russell A. Jones

City Clerk

RESOLUTION NO. 013-21

Purchase - 624 Toter EVR II Carts - Sourcewell Contract #041217-WQI - OES.

RESOLUTION NO. _____

WHEREAS, Opelika Environmental Services desires to purchase six hundred twenty-four (624) Toter 96 Gallon EVR II Universal/Nestable Carts utilizing Sourcewell Contract #041217-WQI; and

WHEREAS, Wastequip is the Contract Vendor for the six hundred twenty-four (624) Toter 96 Gallon EVR II Universal/Nestable Carts; and

WHEREAS, budgeted funds will come from Small Tools and Minor Equipment;

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

1. That the purchase be awarded to Wastequip utilizing the Sourcewell Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Wastequip in the amount of \$31,667.67.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2021.

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

ATTEST:

Russell A. Jones
City Clerk



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10180429

13.2.a

Sell To:

Contact Name Rory Hughes
Bill To Name City of Opelika
Bill To 700 Fox Trl
Opelika, AL 36801
USA
Email rhughes@opelika-al.gov
Phone (334) 705-5482

Ship To Name City of Opelika
Ship To 700 Fox Trl
Opelika, AL 36801
USA

Quote Information

Salesperson Pascual Ramos
Salesperson Email pramos@wastequip.com
Salesperson Phone (629) 702-0074

Created Date 1/27/2021
Expiration Date 2/9/2021
Quote Number WQ-10180429
Please Reference Quote Number on all
Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Body: S5904	---Body Color - (968) Greenstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (up), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$45.00	\$28,080.00
Plastic Resin Surcharge	Due to current resin market price increases and volatility, a resin surcharge has been applied temporarily			624.00	\$3.00	\$1,872.00

Payment Terms Net 30 Days if credit has been established
Shipping Terms FOB Origin

Subtotal \$29,952.00
Shipping \$1,715.67
Tax \$0.00
Grand Total \$31,667.67

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, yo

Packet Pg. 13

Attachment: 2-2-21 - (624) TOTER 96 GAL EVR II CARTS - SOURCEWELL CONTRACT 041217-WQI - CNCL PKT (013-21 : Purchase - 624 Toter



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10180429

13.2.a

an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Attachment: 2-2-21 - (624) TOTER 96 GAL EVR II CARTS - SOURCEWELL CONTRACT 041217-WQI - CNCL PKT (013-21 : Purchase - 624 Toter



Wastequip

Waste & Recycling Equipment & Containers

#041217-WQI

Maturity Date: 07/07/2021

Products & Services

Products & Services

****COVID-19 Update****

Sourcewell contract 041217-WQI gives access to the following types of goods and services:

- Galbreath® cable hoists
- Galbreath® hook hoists
- Galbreath® trailers & container handlers
- Pioneer® & Mountain Tarp® tarping systems
- Wastequip® containers, dumpsters & roll-offs
- Wastequip® compactors & balers
- Toter® Pro & Toter® residential carts

Additional information can be found on the vendor-provided, nongovernment website at: wastequip.com

RESOLUTION NO. 014-21

Purchase - (2) 2021 Ford F150 Supercab Pickups - PW.**RESOLUTION NO.** _____

WHEREAS, the Public Works/ESG department desires to purchase two (2) 2021 Ford F150 SuperCab 4x4 Pickups with certain options utilizing the State of Alabama Contract #T191; and

WHEREAS, Stivers Ford Lincoln is the State Contract Vendor for the 2021 Ford F150 SuperCab 4x4 Pickups; and

WHEREAS, funding for this purchase is budgeted from Capital Outlay;

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

1. That the purchase be awarded to Stivers Ford Lincoln utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stivers Ford Lincoln in the total amount of \$59,554.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2021.

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

ATTEST:

Russell A. Jones
City Clerk

David Maddox
334-613-5000
334-300-1122 Cell

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 12/05/2020
Version: 21.0

2021 FORD F150 SUPERCAB 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA999 21*129 **LINE NUMBER:** 2 (T191) **CONTRACT AMOUNT:** \$25,270
MODEL SERIES: X1E **ORDER CODE:** 100A
INCLUDES: 5.0L V8 385 Horsepower FFV Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 6.5' Box

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191) \$ 25,270

STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 1:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;
Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control

\$ 2,280

53A Trailer Tow Package - includes 4-pin/7-pin wiring harness; Class IV Receiver Hitch & Backup Assist

\$ 1,090

86A Appearance Package - 17" Silver painted Aluminum Wheels; Chrome Front & Rear Bumpers; Fog Lamps

\$ 775

LED 4 Corner LED Strobe Lights

\$ 589

BL6 Bed Liner - Drop In

\$ 239

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 30,392 ☐

STATE CONTRACT PRICE (T191)

\$ 25,270

STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 2:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;
Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control

\$ 2,280

53A Trailer Tow Package - includes 4-pin/7-pin wiring harness; Class IV Receiver Hitch & Backup Assist

\$ 1,090

LED 4 Corner LED Strobe Lights

\$ 589

BL6 Bed Liner - Drop In

\$ 239

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 29,617 ☒

STATE CONTRACT PRICE (T191)

\$ 25,270

STIVERS VALUE PACKAGE - PACKAGE # 3:

100A Standard Equipment

incl

85A XL Power Group

\$ 1,170

53A Trailer Tow Package

\$ 975

LED 4 Corner LED Strobe Lights

\$ 589

BL6 Bed Liner - Drop In

\$ 239

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 28,392 ☐

STATE CONTRACT PRICE (T191)

\$ 25,270

STIVERS STX PACKAGE - PACKAGE #4:

61S STX- SYNC4 w/ 8" Touchscreen, Wireless Communications and 911; 275/65R18 AT Tires w/ Aluminum Wheels;
Body Color Grille Surround w/ Black Insert, Front Facia, Front & Rear Bumpers; Rear Window Defrosters;
Fog Lamps; Privacy Glass; Sport Cloth 40/Console/40 Seats (code JB at extra cost)

\$ 1,780

642 275/60R20 AT Tires w/ 20" Aluminum Wheels w/ Magnetic Pockets

\$ 1,000

101A Trim Package (see 101A in Package 1 & 2 above for description of content)

\$ 2,280

53A Trailer Tow Package incls. Receiver and 4 / 7 Pin Wire Connectors

\$ 1,020

LED 4 Corner LED Strobe Lights

\$ 589

BL6 Bed Liner - Drop In

\$ 239

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 32,327 ☐

David Maddox
334-613-5000
334-300-1122 Cell

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 12/05/2020
Version: 21.0

13.3.a

POWER TRAIN OPTIONS

DRIVE TRAIN OPTIONS:

99B	OPTION - DEDUCT FOR 3.3L 6 CYL PFDI ENGINE, N/A WITH 8' BOX	\$ (1,000)	☐
XL9	3.73 Electronic Locking Axle	\$ 470	☐
995	5.0L V8 -- 385 horsepower - w/ 10 speed Automatic	Included	☒
XL3	3.31 Electronic-Locking Axle	\$ 420	☐
99G	3.5L V6 Ecoboost - 375 horsepower - w/ 10 speed Automatic	\$ 2,595	☐
XL9	3.55 Electronic Locking Axle	\$ 470	☐
99P	2.7L EcoBoost V6	\$ 1,195	☐
XL9	3.55 Electronic Locking Axle	\$ 470	☐

OPTIONS

WHEELBASE OPTION:

163	Wheelbase - 8' Bed - Not Available w/ 3.3L V6	\$ 1,305	☐
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EQUIPMENT PACKAGES:

300A	XLT Package - Includes Chrome Front & Rear Bumpers; Fog Lamps; Chrome Grille; SYNC Power Windows, Door Locks, Mirrors & Tailgate; Rear-Window Privacy Glass; Carpet; Factory Console; AM/FM Single CD w/ 6 speakers & one (1) USB Port	\$ 4,115	☐
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EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ	Oxford White	☒	HX	Anitmatter Blue	☐	M7	Carbonized Gray	☐
UM	Agate Black	☐	E7	Velocity Blue	☐	D1	Stone Gray	☐
JS	Iconic Silver	☐	PQ	Race Red	☐	JX	Lead Foot (STX only)	☐

INTERIOR OPTIONS:

CG	Cloth 40/ 20 /40 Front & Rear Seat - Medium Dark Slate Gray	Std	☒
AS	Vinyl 40/ 20 /40 Front & Rear Seat - Medium Dark Slate Gray	NC	☐
WS	Cloth 40/ Console /40 Front Seat w/ Flow Thru Console - Medium Dark Slate Gray	\$ 295	☐
JB	Unique Sport Cloth 40/ Console /40 Front Seat w/ Flow Thru Console - Black Earth Gray (STX only)	\$ 295	☐

OPTIONS:

52P	SYNC - req's and Inclss: Cruise Control (code 50S) and FordPass (code 60K)	\$ 870	☐
50S	Cruise Control	\$ 225	☐
53A	Trailer Tow Package (w/ 100A Package only)-Reqs & Incls Rear Sensing System (code 76R); Eng Oil Cooler; Transmission Oil Cooler; 4/7 Pin Wiring Harness; Class IV Receiver Hitch (Engine Oil Cooler NA w/ 3.3L V6)	\$ 975	☐
53B	Class IV Receiver Hitch w/ 4 Pin / 7 Pin Plugs	\$ 205	☐
67T	Trailer Brake Controller	\$ 275	☐
18B	Running Boards-Black Platform	\$ 250	☐
655	Fuel Tank-36 gal.	\$ 445	☐
86A	Appearance Package - 17" Silver Painted Alum Wheels; Chrome Front & Rear Bumpers; Fog Lamps	\$ 775	☐
85H	Back-up Alarm	\$ 145	☐
91V	Power Inverter - 100Volt / 400 Watt	\$ 475	☐
KEY	2 Extra Keys w/ 101A Pkg	\$ 600	☐
413	Skid Plates	\$ 160	☒
924	Privacy Glass (Rear) & Rear Window Defrost (57Q)	\$ 320	☐
76R	Reverse Sensing System	\$ 275	☐

STIVERS FORD PACKAGES:

LED	4 Corner LED Strobe Lights	\$ 589	☐
TB1	Tool Box - Deep Well (18")	\$ 499	☐
TB2	Tool Box - Standard (15")	\$ 469	☐
BL6	Bed Liner - Drop In (5-1/2")	\$ 239	☐
BL6	Bed Liner - Drop In (6-1/2")	\$ 259	☐
SL1	Spray-in Bed Liner (5-1/2" bed)	\$ 489	☐
SL2	Spray-in Bed Liner (6-1/2' bed)	\$ 549	☐
TON	Tonneau Cover	\$ 1,569	☐
CAM	Camper Shell	\$ 1,896	☐
TG	Tommygate 2000 lb. Liftgate	\$ 3,284	☐
BS	Bed Slide	\$ 1,429	☐
BG	Brush Guard w/ Wraps over Headlamps and Winch	\$ 2,349	☐

David Maddox
334-613-5000
334-300-1122 Cell

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 12/05/2020
Version: 21.0

13.3.a

LIGHTING AND OTHER UNIQUE OPTIONS

LAW ENFORCEMENT LIGHTING AND UPFIT PACKAGES:

VAL Valor Light Bar Package:

Includes: Valor 51" Light Bar; Pathfinder PF-200 Controller; Siren Speaker; Console
Cup Holder & Arm Rest

\$ 4,624 ☐

ALG Alegiant Light Bar Package:

Includes: Alegiant 51" Light Bar; Pathfinder PF-200 Controller; Siren Speaker; Console
Cup Holder & Arm Rest

\$ 3,674 ☐

LEG Legends Light Bar w/ toggle switch

\$ 1,768 ☐

SLI Inside Windshield / Rear Glass Lighting Package (Slick Top):

Includes: SpectraLux ILS Low Profile Front Windshield Light Bar,
SignalMaster (8 head-mounted on the rear window); Pathfinder PF-200 Controller;
Console; Cup Holder; & Arm Rest

\$ 3,861 ☐

BLP Base Lighting Package:

Includes: Four Corner (headlamp/taillamp) LEDs (w/ in-line flasher); MicroPulse MPS600U-BB
6-LED head (blue/blue) mounted inside side rear windows; MicroPulse MPS300U-B (blue)
mounted beside rear license plate; two (2) MicroPulse MPS650-BB (blue) LEDs mounted in
the Grille.

\$ 1,842 ☐

CSR Gamber Johnson Console Package:

Includes: Contour Console; Dual Cup Holders; Adjustable Arm Rest; Floor Plate;
Face Plate for Federal Signal Controller

\$ 784 ☐

Prisoner Cage, Window Barriers & Misc::

FC Cage w/ Poly Screen - Behind Front Row Seats

\$ 914 ☐

LP Lower Panel Protection (between Floor & Cage)

\$ 207 ☐

CSM Computer Laptop Stand-mounted on side of Console

\$ 658 ☐

PBW Push Bumper Wing Set (Headlamp Wrap)

\$ 294 ☐

GSR Gun Rack

call ☐

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

\$ ☐

TOTAL VEHICLE (Required)

\$ 29,777 ☐

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY

Sewer Wastewater

David Maddox
334-613-5000
334-300-1122 Cell

2

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 12/05/2020
Version: 21.0

13.3.a

2021 FORD F150 SUPERCAB 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA999 21*129 **LINE NUMBER:** 2 (T191) **CONTRACT AMOUNT:** \$25,270

MODEL SERIES X1E **ORDER CODE** 100A

INCLUDES: 5.0L V8 385 Horsepower FFV Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 6.5' Box

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191) \$ 25,270

STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 1:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;
Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control

\$ 2,280

53A Trailer Tow Package - includes 4-pin/7-pin wiring harness; Class IV Receiver Hitch & Backup Assist

\$ 1,090

86A Appearance Package - 17" Silver painted Aluminum Wheels; Chrome Front & Rear Bumpers; Fog Lamps

\$ 775

LED 4 Corner LED Strobe Lights

\$ 589

BL6 Bed Liner - Drop In

\$ 239

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 30,392

STATE CONTRACT PRICE (T191)

\$ 25,270

STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 2:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;
Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control

\$ 2,280

53A Trailer Tow Package - includes 4-pin/7-pin wiring harness; Class IV Receiver Hitch & Backup Assist

\$ 1,090

LED 4 Corner LED Strobe Lights

\$ 589

BL6 Bed Liner - Drop In

\$ 239

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 29,617

STATE CONTRACT PRICE (T191)

\$ 25,270

STIVERS VALUE PACKAGE - PACKAGE # 3:

100A Standard Equipment

incl

85A XL Power Group

\$ 1,170

53A Trailer Tow Package

\$ 975

LED 4 Corner LED Strobe Lights

\$ 589

BL6 Bed Liner - Drop In

\$ 239

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 28,392

STATE CONTRACT PRICE (T191)

\$ 25,270

STIVERS STX PACKAGE - PACKAGE #4:

61S STX- SYNC4 w/ 8" Touchscreen, Wireless Communications and 911; 275/65R18 AT Tires w/ Aluminum Wheels;
Body Color Grille Surround w/ Black Insert, Front Facia, Front & Rear Bumpers; Rear Window Defrosters;
Fog Lamps; Privacy Glass; Sport Cloth 40/Console/40 Seats (code JB at extra cost)

\$ 1,780

642 275/60R20 AT Tires w/ 20" Aluminum Wheels w/ Magnetic Pockets

\$ 1,000

101A Trim Package (see 101A in Package 1 & 2 above for description of content)

\$ 2,280

53A Trailer Tow Package incls. Receiver and 4 / 7 Pin Wire Connectors

\$ 1,020

LED 4 Corner LED Strobe Lights

\$ 589

BL6 Bed Liner - Drop In

\$ 239

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 32,327

David Maddox
334-613-5000
334-300-1122 Cell

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 12/05/2020
Version: 21.0

13.3.a

POWER TRAIN OPTIONS

DRIVE TRAIN OPTIONS:

99B	OPTION - DEDUCT FOR 3.3L 6 CYL PFDI ENGINE, N/A WITH 8' BOX	\$ (1,000)	☐
XL9	3.73 Electronic Locking Axle	\$ 470	☐
995	5.0L V8 -- 385 horsepower - w/ 10 speed Automatic	Included	☒
XL3	3.31 Electronic-Locking Axle	\$ 420	☐
99G	3.5L V6 Ecoboost - 375 horsepower - w/ 10 speed Automatic	\$ 2,595	☐
XL9	3.55 Electronic Locking Axle	\$ 470	☐
99P	2.7L EcoBoost V6	\$ 1,195	☐
XL9	3.55 Electronic Locking Axle	\$ 470	☐

OPTIONS

WHEELBASE OPTION:

163	Wheelbase - 8' Bed - Not Available w/ 3.3L V6	\$ 1,305	☐
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EQUIPMENT PACKAGES:

300A	XLT Package - Includes Chrome Front & Rear Bumpers; Fog Lamps; Chrome Grille; SYNC Power Windows, Door Locks, Mirrors & Tailgate; Rear-Window Privacy Glass; Carpet; Factory Console; AM/FM Single CD w/ 6 speakers & one (1) USB Port	\$ 4,115	☐
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EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ	Oxford White	☒	HX	Anitmatter Blue	☐	M7	Carbonized Gray	☐
UM	Agate Black	☐	E7	Velocity Blue	☐	D1	Stone Gray	☐
JS	Iconic Silver	☐	PQ	Race Red	☐	JX	Lead Foot (STX only)	☐

INTERIOR OPTIONS:

CG	Cloth 40/ 20 /40 Front & Rear Seat - Medium Dark Slate Gray	Std	☒
AS	Vinyl 40/ 20 /40 Front & Rear Seat - Medium Dark Slate Gray	NC	☐
WS	Cloth 40/ Console /40 Front Seat w/ Flow Thru Console - Medium Dark Slate Gray	\$ 295	☐
JB	Unique Sport Cloth 40/ Console /40 Front Seat w/ Flow Thru Console - Black Earth Gray (STX only)	\$ 295	☐

OPTIONS:

52P	SYNC - req's and Inclss: Cruise Control (code 50S) and FordPass (code 60K)	\$ 870	☐
50S	Cruise Control	\$ 225	☐
53A	Trailer Tow Package (w/ 100A Package only)-Reqs & Inclcs Rear Sensing System (code 76R); Eng Oil Cooler; Transmission Oil Cooler; 4/7 Pin Wiring Harness; Class IV Receiver Hitch (Engine Oil Cooler NA w/ 3.3L V6)	\$ 975	☐
53B	Class IV Receiver Hitch w/ 4 Pin / 7 Pin Plugs	\$ 205	☐
67T	Trailer Brake Controller	\$ 275	☐
18B	Running Boards-Black Platform	\$ 250	☐
655	Fuel Tank-36 gal.	\$ 445	☐
86A	Appearance Package - 17" Silver Painted Alum Wheels; Chrome Front & Rear Bumpers; Fog Lamps	\$ 775	☐
85H	Back-up Alarm	\$ 145	☐
91V	Power Inverter - 100Volt / 400 Watt	\$ 475	☐
KEY	2 Extra Keys w/ 101A Pkg	\$ 600	☐
413	Skid Plates	\$ 160	☒
924	Privacy Glass (Rear) & Rear Window Defrost (57Q)	\$ 320	☐
76R	Reverse Sensing System	\$ 275	☐

STIVERS FORD PACKAGES:

LED	4 Corner LED Strobe Lights	\$ 589	☐
TB1	Tool Box - Deep Well (18")	\$ 499	☐
TB2	Tool Box - Standard (15")	\$ 469	☐
BL6	Bed Liner - Drop In (5-1/2")	\$ 239	☐
BL6	Bed Liner - Drop In (6-1/2")	\$ 259	☐
SL1	Spray-in Bed Liner (5-1/2" bed)	\$ 489	☐
SL2	Spray-in Bed Liner (6-1/2' bed)	\$ 549	☐
TON	Tonneau Cover	\$ 1,569	☐
CAM	Camper Shell	\$ 1,896	☐
TG	Tommygate 2000 lb. Liftgate	\$ 3,284	☐
BS	Bed Slide	\$ 1,429	☐
BG	Brush Guard w/ Wraps over Headlamps and Winch	\$ 2,349	☐

David Maddox
334-613-5000
334-300-1122 Cell

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 12/05/2020
Version: 21.0

13.3.a

LIGHTING AND OTHER UNIQUE OPTIONS

LAW ENFORCEMENT LIGHTING AND UPFIT PACKAGES:

VAL	<u>Valor Light Bar Package:</u> Includes: Valor 51" Light Bar; Pathfinder PF-200 Controller; Siren Speaker; Console Cup Holder & Arm Rest	\$ 4,624	☐
ALG	<u>Alegiant Light Bar Package:</u> Includes: Alegiant 51" Light Bar; Pathfinder PF-200 Controller; Siren Speaker; Console Cup Holder & Arm Rest	\$ 3,674	☐
LEG	Legends Light Bar w/ toggle switch	\$ 1,768	☐
SLI	<u>Inside Windshield / Rear Glass Lighting Package (Slick Top):</u> Includes: SpectraLux ILS Low Profile Front Windshield Light Bar, SignalMaster (8 head-mounted on the rear window); Pathfinder PF-200 Controller; Console; Cup Holder; & Arm Rest	\$ 3,861	☐
BLP	<u>Base Lighting Package:</u> Includes: Four Corner (headlamp/taillamp) LEDs (w/ in-line flasher); MicroPulse MPS600U-BB 6-LED head (blue/blue) mounted inside side rear windows; MicroPulse MPS300U-B (blue) mounted beside rear license plate; two (2) MicroPulse MPS650-BB (blue) LEDs mounted in the Grille.	\$ 1,842	☐
CSR	<u>Gamber Johnson Console Package:</u> Includes: Contour Console; Dual Cup Holders; Adjustable Arm Rest; Floor Plate; Face Plate for Federal Signal Controller	\$ 784	☐
	<u>Prisoner Cage, Window Barriers & Misc.:</u>		
FC	Cage w/ Poly Screen - Behind Front Row Seats	\$ 914	☐
LP	Lower Panel Protection (between Floor & Cage)	\$ 207	☐
CSM	Computer Laptop Stand-mounted on side of Console	\$ 658	☐
PBW	Push Bumper Wing Set (Headlamp Wrap)	\$ 294	☐
GSR	Gun Rack	call	☐

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

TOTAL VEHICLE (Required)

\$29,777⁹

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

0 * *

DATE (Required):

29,777.00+

29,777.00+

PURCHASE ORDER NUMBER: (Required)

002

QUANTITY

59,554.00*



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

13.3.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000221

NOT TO EXCEED AMOUNT:

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 05/21/20

Version Number: 3

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme
334-242-7173
pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

1A-NON-ALTERNATIVE FUEL VEHICLES - T191
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

/C000042177: Stivers Ford Lincoln
1000 Eastern Boulevard
Montgomery AL 36116

Contact:

Billy Bruce
3346135000 EXT: 5056
Bbruce@Stiversonline.Com

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total	13.3.a
1	0	EA	\$25,957.000000	\$0.00			\$0.00	\$0.00	

718027 - UTILITY VEHICLES, MIDSIZE
 FORD EXPLORER UTILITY SUV 4 DOOR
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.
 -PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".
 WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.
 MINIMUM 4 CYLINDER ENGINE
 AUTOMATIC TRANSMISSION
 DAYTIME RUNNING LIGHTS
 REAR VIEW CAMERA
 MINIMUM GROUND CLEARANCE 7.75"
 MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD
 MODEL: EXPLORER

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$21,399.000000	\$0.00			\$0.00	\$0.00

720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO
 FORD RANGER MIDSIZE EXTENDED CAB TRUCK
 MIDSIZE EXTENDED CAB TRUCK STANDARD 6' BOX

ADDED SPECIFICATION: REAR SEATING REQUIRED.

MINIMUM 4 CYLINDER ENGINE
 VEHICLES WHEELBASE TO BE A MINIMUM OF 125" AND A MAXIMUM OF 129"
 AUTOMATIC TRANSMISSION.
 STANDARD AIR CONDITIONING.

MAKE: FORD
 MODEL: RANGER

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

710490 - VEHICLES AND OTHER FLEET EQUIPMENT
 VEHICLE OPTIONS
 VEHICLE OPTIONS:
 TO BE BILLED AT DEALER INVOICE PRICING.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		\$0.000000	\$0.00			\$0.00	\$0.00

6286 - Transportation of Goods, Shipping and Handling, and Other Fr
 VEHICLE DELIVERY
 VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

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

Approved: 

Purchasing Director

Attachment: 2-2-21 - TWO (2) 2021 FORD F150 SUPERCAB 4x2 PICKUPS - STATE CONTRACT T191 - CNCL PKT (014-21 : Purchase - (2) 2021

RESOLUTION NO. 015-21

Approve Agreement with Critical Insights Consulting.

RESOLUTION NO. _____

RESOLUTION APPROVING ARRANGEMENT LETTER
WITH CRITICAL INSIGHTS CONSULTING, LLC

WHEREAS, Critical Insights Consulting, LLC (“CIC”) works with organizations across the nation to provide unique and innovative insights into team and relationship building, critical thinking, communications, problem-solving and cultivating better leaders; and

WHEREAS, the City of Opelika, Alabama (the “City”) desires to retain CIC to conduct workshops for key City leaders and staff; and

WHEREAS, 20 city leaders and staff members are expected to participate in the workshop sessions; and

WHEREAS, CIC possesses the requisite skills and resources to provide the professional services for this project; and

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

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

1. That the proposed Arrangement Letter for professional services to be entered into

between the City and Critical Insights Consulting, LLC, 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 Arrangement Letter.

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

3. That the compensation to be paid to CIC, under and pursuant to said Arrangement Letter shall come from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is authorized and directed to issue a purchase order to CIC for the provision of professional services as outlined in the Arrangement Letter attached hereto at a cost not to exceed \$30,000.

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

ADOPTED AND APPROVED this the _____ day of _____, 2021.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

Critical Insights Consulting, LLC Arrangement Letter

Critical Insights Consulting, LLC has agreed to perform the following services as stated in the Statement of Work to the City of Opelika, Opelika, AL.

Purpose and intent

The purpose and intent of the work to be performed is to provide the City of Opelika Leadership and administrative staff an opportunity to accelerate positive change via a mindset shift in order to build better teams, individuals, communicators, critical thinkers, and ultimately better leaders in their professional and personal lives.

Statement of Work Description of Project, Scope, and Responsibilities

CIC will provide the following services:

Contract period: Jan 1 – December 31, 2021

First ILEAD workshop starts March 2021

Leadership Team

Direct Reports

Customized Workshop: Director of Finance City of Opelika

Deliverables:

- 3 Sessions \$1,500.00 a participant
 - 2 Facilitators (I/O Psychologist, Senior Project Manager)
 - 3 Leadership Debriefing:
 - Any of the participants from any workshop will be allowed to continue to participate any other workshop session at **no additional cost.**

Materials Cost

- City and community Feedback Questionnaire Debriefing with Coaching Staff waived
- Strategic Roadmap to enhance productivity and performance waived
- Proprietary Online access to take the Survey and scoring participant waived
 - Group Analysis Scoring: By Session, by department
 - Actual Individual Profiles with Narrative for each participant

- One Time cost
- Profiles can be used indefinitely
- 2 Tip Sheets, Books, and department Road Map to utilize beyond the workshops waived
- All material to conduct the workshops and sessions waived
 - LPA, MPA, SPECTRUM Documents for sessions (handouts)

Desired Outcome

- Better insight into how staff think and behave
- Increased emotional intelligence and personal growth through deeper self-understanding
- Improved situational awareness and ability to learn
- Increased and more effective communication
- Mindset shift in leveraging player strengths: Strengths based approach that builds cohesive and productive teams and better infrastructure
- Better Building blocks for better relationships

Client Obligation

In addition to any other responsibilities or duties described in this arrangement letter, set forth below is a list of the obligations for which the client is responsible, conditions on Critical Insights performance, and assumptions upon which Critical Insights has relied in agreeing to perform the services described in this arrangement letter on the terms set out herein (collectively “client’s obligations”). If any of client’s obligations are not performed or prove to be incorrect, it may cause changes to the project schedule, fees and expenses, deliverables, level of effort required, or otherwise impact Critical Insights’ performance of the services described in this arrangement letter, and Critical Insights will have no liability with respect to its inability to perform the services resulting therefrom.

1. Client will commit the necessary resources and management involvement to support the project and perform the agreed upon acceptance procedures in a timely manner.
2. Decisions to be made by the client will be made within a reasonable amount of time.
3. Clients will be responsible for its operation and use of deliverables and for ensuring that the deliverables meet the client’s requirements.
4. Unless otherwise agreed to by the parties in writing, clients will provide all software necessary for CIC to perform its obligations under this arrangement letter.
5. Client will be responsible for obtaining at no cost to CIC, consents for CIC use of any third-party products, including, but limited to software, necessary for CIC to perform its obligations under this arrangement letter.
6. Client will be responsible for its operation and use of the deliverables, as defined below, and for ensuring that the deliverable meets the client’s requirements. Clients understand and agrees that the client will be responsible for determining whether the services and deliverables provided by CIC, including any revised business processes implemented pursuant to this arrangement letter, (i) meet client’s business requirements, (ii) comply with all federal, state, and local laws, ordinances, codes, regulations, and policies applicable to client, and (iii) comply with client’s applicable internal guidelines, long-term goals, and any related agreements.

7. Client will be responsible for the performance of other contractors or vendors contracted by client in connection with the project, even if CIC has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work.
8. Client will be responsible for determining if and how it will implement any recommendation made by CIC.

ADMINISTRATIVE AND TOTAL COSTS

The total cost for the services as described above is \$1,500.00 per person. Out of pocket expenses including, but not necessarily limited to, travel and lodging expenses, in addition to a standard per-diem for travel expenses and all taxes, as applicable, will be waived. This includes services through December 31, 2021 as described above. Payments will be made upon completion of each workshop beginning the first month work is being performed. CIC will work with client to help manage the scope of CIC's services within the total cost, but the parties agree that actual fees may differ from this cost based on any extension of scope. CIC will inform Client as soon as it knows or believes it will exceed the estimates above and CIC and Client will mutually agree on whether to continue with the Services.

Invoices will be sent to the City of Opelika Accounts Payable, if provided by the City of Opelika, it will contain the business contact name, phone number, cost center, and project ID. The City of Opelika shall have no obligation to pay any fees or expenses that CIC fails to invoice within ninety (90) days after the fees or expense were incurred unless there is just cause for such failure.

CIC appreciates the opportunity to be of service to the City of Opelika and looks forward to working with you on this exciting and rewarding initiative. I have provided you with a soft copy of this Arrangement Letter. If it is consistent with your understanding and acceptable to the City of Opelika, please sign two copies and return on to me while retaining one for your files. If you have any questions or concerns, please do not hesitate to contact me at 334-742-3967.

Regards,

Accepted and Agreed:

Critical Insights Consulting

Chenavis Evans, CEO & Owner

Date

Accepted and Agreed:

City of Opelika, Opelika, AL

Gary Fuller, Mayor

Date

Attachment A

Standard Business Practices

This Arrangement Letter is subject to the terms and conditions set forth below and the following definitions:

“CIC Propriety Materials” means certain pre-existing materials, information, tools, contents, forms, or models developed or obtained by CIC outside and independent of this Agreement and the performance of the Services, which CIC may incorporate into any Work Product or use in the performance of the Services, which CIC may incorporate into any work product or use in the performance of the Services.

“Work Product” means all work product and results of the Services (including the Deliverables, business methods or processes, copyrightable materials, tangible materials, techniques, plans, strategies, programs, systems, processes, data development, modification and enhancement of systems, computer programs, operating instructions, specifications, technical information ideas, inventions, drawings, works of authorship, designs, concepts and all other documentation conceived, authored, prepared or developed by Vendor by itself or jointly with Client, whether patentable, copyrightable, or otherwise, together with all modifications, revisions, changes, copies, translations, compilations, and derivative works of the foregoing.

1. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar Confidential Information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to CIC and Client personnel (including such personnel employed by their affiliates) and subcontractors engaged in performance, management, receipt or use of Services under this Arrangement Letter, provided such parties are bound by obligations of confidentiality no less stringent than the terms of this Arrangement Letter. Nothing in this Arrangement Letter will prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation not to disclose such information, (ii) independently developed by or for it without use of the Confidential Information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Arrangement Letter. Each party will exercise commercially reasonable efforts not to disclose any Personal Data, but if a party is given access to the other party's Personal Data, the receiving party will protect such Personal Data as provided herein. The parties agree that no Personal Data will be disclosed to CIC in the performance of its services hereunder. If access to Personal Data becomes necessary for CIC to perform the Services, the parties will discuss and agree, prior to disclosure, specific protocols governing the handling and distribution of Personal Data.
2. All services and Deliverables will be deemed accepted if Client does not reject the Services and deliverables by providing written notice within (10) days after delivery specifically identifying the manner in which the Services or Deliverables fail to materially comply with their applicable specifications.

3. CIC warrants that its services will be performed in a good and workmanlike manner. CIC will re-perform any work not in compliance with this warranty brought to its attention within (30) days after that work is performed. THE PRECEDING IS CIC'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, OR THIS ARRANGEMENT LETTER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATOINAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.
4. Client will retain responsibility for its compliance with all applicable federal, state, and local laws and regulations relating to the Project and its use of the Services and the Deliverables. CIC will be responsible for compliance with all laws applicable to its own performance of Services or preparation of the Deliverables.

Neither party will be liable for any delays or failure to perform due to cause beyond that party's control.

5. Unless granted prior approval in writing, neither party may utilize the name, logos, trademarks, or letterhead of the other nor make any public announcements referring to this Arrangement Letter or the relationship of the parties.
6. CIC's personnel who will be given unescorted or unsupervised access to client premises or systems shall abide by and comply with client's physical and logical security policies, including background checks and drug testing, as such policies are provided to CIC from time to time. CIC shall not assign to Client's premises or to any project involving Client any of CIC's personnel who has been convicted of (i) any felony, or (ii) any misdemeanor involving dishonestly, breach of trust, money laundering, or moral turpitude including, without limitation, embezzlement, fraud, securities, or financial related crime, perjury, larceny, or illegal manufacture, sale, distribution, or trafficking in controlled substances.
7. Invoices will be sent to CIC accounts payable with the address below. Correspondence can be by email.

Critical Insights Consulting, ,LLC
P.O. Box 1284
Auburn, AL 36831
chevans@criticalinsightsllc.com

RESOLUTION NO. 016-21

Approve Agreement for Emergency Medical Care Mutual Aid.

Resolution approving Emergency Medical Care Services Mutual Aid between the City of Opelika and East Alabama Water, Sewer and Fire Protection District

RESOLUTION NO. _____

**RESOLUTION APPROVING EMERGENCY MEDICAL CARE SERVICES MUTUAL
AID AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA AND
THE EAST ALABAMA WATER, SEWER AND FIRE PROTECTION DISTRICT**

WHEREAS, the City of Opelika, Alabama, (the “City”) maintains and staffs the Fire Department for the purpose of fire protection, prevention, rescue, emergency medical services, hazardous waste, technical rescue and support services; and

WHEREAS, the East Alabama Water, Sewer and Fire Protection District, a public corporation (“EAWSFPD”), maintains emergency care providers and other emergency personnel and equipment for the purpose of providing emergency medical care services and responding to other major emergencies; and

WHEREAS, EAWSFPD is the sole provider for emergency medical services and ambulance transport within its jurisdiction; and

WHEREAS, the City and EAWSFPD have collaborated to enter into a mutual aid agreement for emergency medical services; and

WHEREAS, a proposed Emergency Medical Care Services Mutual Aid Agreement (the “Agreement”) to be entered into between the City and EAWSFPD has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Emergency Medical Care Services Mutual Aid Agreement (the “Agreement”) to be entered into between the City and the East Alabama Water, Sewer and Fire Protection District, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2021.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

EMERGENCY MEDICAL CARE SERVICES MUTUAL AID AGREEMENT

CITY OF OPELIKA, ALABAMA

AND

THE EAST ALABAMA WATER, SEWER AND FIRE PROTECTION DISTRICT

This Mutual Aid Agreement is entered into on _____, 2021 between the City of Opelika, Alabama, an Alabama municipality, and The East Alabama Water, Sewer and Fire Protection District, a District organized pursuant to Section 11-89-1, et seq., Code of Alabama, 1975, (hereinafter "agencies").

WHEREAS, the Agreement is maintained for the purpose of providing Emergency Medical Care Services within the jurisdiction of the respective agencies, and

WHEREAS, each agency maintains emergency care providers and other emergency personnel and equipment for the purpose of providing Emergency Medical Care Services and responding to other major emergencies as deemed necessary in their respective service areas or jurisdiction, and

WHEREAS, it is deemed in the public interest to execute a Mutual Aid Agreement wherein each of the agencies assist each other in Emergency Medical Care Services and other major emergencies as deemed necessary by the Fire Chief of the affected agency, or his/her designee, or in situations that require specialized equipment,

NOW, THEREFORE, in consideration of the mutual benefit to be received by the agencies, it is hereby agreed as follows:

- 1. SERVICE:** Assistance under this Agreement may be requested by approved authority positions listed in paragraph 2 in the event of a real or threatened existence of a medical emergency or other emergency deemed necessary by the agency with jurisdictional responsibility for the event.

Mutual assistance in providing Emergency Medical Care Services may be rendered by agencies not directly involved in the dispatching of emergency personnel and equipment to the scene or to any specific staging area as requested. The number of personnel, type of equipment and location of needed assistance will be at the discretion of the on-scene Incident Commander or his/her designee.

It is mutually understood and agreed that this Agreement does not relieve any agency from the necessity and obligation of providing Emergency Medical Care Services within its own service area. Any agency involved in this Agreement, when sending equipment or personnel to the scene

of an emergency request, shall report to the Incident Commander and/or Command Post prior to any actions being taken at the emergency scene.

The extent of aid to be furnished under this Agreement shall be determined solely by the agency furnishing such aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing agency.

2. REQUESTING OF ASSISTANCE: Assistance under this Agreement may be requested or authorized by the following officials:

- A. Fire Chief
- B. Officer in Charge (Incident Commander)

3. SCOPE OF AUTHORITY: The Incident Commander shall bear the authority for directing all Emergency Medical Care Services in the area of his/her jurisdiction. At the discretion of the Incident Commander, he/she may pass his authority of directing such activities to other qualified persons. Requests for State and Federal assistance will be processed through the Chambers County Emergency Operations Center, as applicable.

4. COMPENSATION: No party to this Agreement shall be required to pay any compensation to any other party to this Agreement for mutual aid rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to the parties. However, agreed upon expenses incurred by any party to this Agreement for contract equipment or special supplies resulting from actions on joint qualified operations shall be subject to negotiation between the providing agency and the requesting agency. The requesting agency shall not be held responsible for damage or destruction of equipment that occurs as a result of the incident.

5. RESPONSIBILITIES AND LIABILITY: This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing mutual aid under this Agreement by any party hereto shall be deemed conclusively for the direct protection and benefit of the life and property of such party. If the circumstances change during the emergency operations to the extent that it is necessary to recall the personnel or equipment from the scene, the Incident Commander will be notified.

6. PERSONAL INJURY: The parties to this Agreement expressly waive all claims against requesting or responding agencies for compensation for any loss, property damage, personal injury or death occurring in consequence of the voluntary performance of the Agreement except for claims resulting directly from negligence or wantonness.

7. **INSURANCE:** Each party shall provide, at its sole expense, the workers compensation insurance coverage necessary for its own employees/volunteers. It is recognized that at such times as one party provides aid to the other pursuant to the terms of this Agreement, the employees of one may be considered to have become special employees of the other temporarily. Should this result in any workers compensation claims being asserted, it is hereby agreed that each such claim shall be the responsibility and liability of individual agencies to process, defend, and pay if necessary for their own employees/volunteers and will indemnify and hold the other parties harmless as to such claims.

8. **FEDERAL DISASTER DECLARATIONS:** All documentation pertaining to damage assessments, manpower and equipment usage as well as documentation for authorized purchases made during the declared event will be provided to the respective County Emergency Management Agency (EMA) within seven days of the declaration to be evaluated for potential reimbursement.

9. **SCOPE:** This Agreement supersedes any and all Agreements or commitments, oral, written or otherwise entered into between the parties hereto with reference to the service. This Agreement does not impact or address existing mutual-aid agreements.

10. **TERMINATION:** Services under this Agreement may be terminated by either party involved by serving written notice to the other party specifying the effective date thereof.

11. **HOLD HARMLESS:** The parties agree to indemnify and hold each other mutually harmless from all loss, liability or claim because of or arising out of the acts or omissions of each party's performance under the terms of this Agreement.

CITY OF OPELIKA, ALABAMA

ATTEST:

_____, City Clerk

By: _____
Gary Fuller, Mayor

**THE EAST ALABAMA WATER,
SEWER AND FIRE PROTECTION
DISTRICT**

ATTEST:

Secretary

By: _____
Terrell E. Bishop, Chairman of
Board of Directors

STATE OF ALABAMA
COUNTY OF _____

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

Given under my hand and seal this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Terrell E. Bishop and Tony Segrest, whose names as Chairman of the Board of Directors and Secretary of The East Alabama Water, Sewer and Fire Protection District, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of The East Alabama Water, Sewer and Fire Protection District on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION NO. 017-21

Authorize Release of Restrictions and Reversion in Deed to South Side Church of Christ.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING RELEASE OF RESTRICTIONS AND REVERSION IN
DEED TO SOUTH SIDE CHURCH OF CHRIST, OPELIKA, ALABAMA**

WHEREAS, by Deed (“Deed”), recorded in Deed Book 1433 at page 115 in the Office of the Judge of Probate of Lee County, Alabama, a copy of which is attached hereto as Exhibit “A” and made a part hereof, the City of Opelika (the “City”) did convey to the South Side Church of Christ, Opelika, Alabama (the “Church”) certain real property located in the corporate limits of the City; and

WHEREAS, the Deed contained certain restrictions (“Restrictions”) numbered as 1 2 and 3 along with a reversion paragraph (“Reversion”); and

WHEREAS, the Church and the City desire to void the Restrictions and the Reversion; and

WHEREAS, a document entitled “Consent to Release of Restrictions and Reversion” (the “Consent”) has been prepared by the Church and submitted to the City Council for approval, and the City Council has determined that it is in the best interest of the City and its citizens to approve said Consent.

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

1. That the Mayor is hereby authorized to release all restrictions and the reversion in the Deed.

2. That the proposed Consent to Release of Restrictions and Reversion to be entered into between the City and the Church, a copy of which is attached hereto and marked as Exhibit “B”, 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 Consent.

2. That the Mayor is hereby authorized and directed to execute and deliver said Consent in the name and on behalf of the City and the City Clerk is hereby authorized 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 _____, 2021.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

STATE OF ALABAMA)

LEE COUNTY)

STATUTORY WARRANTY DEED

1433 PG 115

EXHIBIT

"A"

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Nine Thousand, Three Hundred and No/100 Dollars (\$9,300.00), to the City of Opelika, Alabama, a municipal corporation, in hand paid by South Side Church of Christ, of Opelika, Alabama, as Alabama Religious Corporation, the receipt whereof is hereby acknowledged, the City of Opelika, does hereby grant, bargain, sell and convey unto the said South Side Church of Christ, of Opelika, Alabama, the following described real estate situated in Opelika, Lee County, Alabama, to-wit:

From the Northwest Corner of Section 18, Township 19 North, Range 27 East; run thence South 2,704.27 feet to a point; run thence East 2,762.26 feet to a point located at the intersection of the Southeast margin of a 30 foot wide drainage easement and the Southerly margin of Carver Avenue, which point of intersection is the POINT OF BEGINNING of the parcel of land herein described and conveyed; FROM SAID POINT OF BEGINNING run thence South 60°54'0" East along the South margin of the right-of-way of Carver Avenue for 69.80 feet to the point of intersection of the South margin of Carver Avenue and the West margin of the right-of-way of Toomer Street; run thence in a Southerly direction along the West margin of the right-of-way of Toomer Street along a curve bearing a radius of 321.90 feet for a distance of 114.41 feet; continue thence South 06°01'32" East along the West margin of the right-of-way of Toomer Street for 72.30 feet; thence run North 82°01'00" West for 206.60 feet; thence run North 00°46'34" East for 41.86 feet to a point on the Southeast margin of a 30 foot wide drainage easement; run thence North 44°0'57" East along the Southeast margin of said drainage easement for 206.91 feet to the point of beginning.

Containing 0.668 acres according to and as shown by map or plat of survey prepared by Edgar M. Watts, Jr., Registered Land Surveyor, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

Included in this deed and expressly made a part of the conveyance are the purposes and limitations for which the parcel hereinbefore described was purchased, to-wit: TO BE USED BY SAID SOUTH SIDE CHURCH OF CHRIST, OF OPELIKA, ALABAMA, SO LONG AS THE FOLLOWING PRACTICES OF WORSHIP AND WORK BY SAID SOUTH SIDE CHURCH OF CHRIST, OF OPELIKA, ALABAMA, ARE MAINTAINED:

1. The Holy Scriptures shall be taught and accepted as the final, all sufficient revelation from God to man, and regarded as an infallible rule of faith and practice.
2. Mechanical instruments of music shall not be permitted to be brought on the premises, for the purpose of being used in worship, or for any other purpose, use or design.
3. No teacher or preacher shall be allowed use of the building, its premises, and grounds for the purpose of advocating any doctrine or practice which conflicts with the teachings and practice of said South Side Church of Christ, of Opelika, Alabama, as taught in the Bible and as currently held by the Elders, Trustees, or Members of the congregation. Expressly excluded from such use are any and all teachers, preachers and others who hold to any form of liberalism, modernism, or premillennialism, along with all hobby-riders, factionists and divisive persons, who advocate any doctrine or practice in conflict with the teachings and practice now current in said South Side Church of Christ, of Opelika, Alabama.

After such time the property shall be held in trust for such members only which remain faithful to the purposes for which this conveyance

is made, and no others; and, when there are no others, the property shall revert to the nearest Church of Christ remaining faithful to the purpose for which the grant was made to have and to hold for such purposes.

TO HAVE AND TO HOLD unto the said South Side Church of Christ, of Opelika, Alabama, its successors and assigns, with all the appurtenances and hereditaments thereunto belonging otherwise appertaining; subject, however, to the restrictions and reservations heretofore mentioned.

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation has caused its name to be affixed by Bobby J. Freeman, its Mayor, and its seal to be affixed by Lane E. Burlison, its City Clerk, both of whom are hereunto duly authorized by virtue of an Ordinance of the City Council of the City of Opelika, a copy of which is hereto attached, marked Exhibit "B", and made a part hereof, all on this the 22nd day of February, 1989.

CITY OF OPELIKA, ALABAMA, A municipal corporation

BY: 
BOBBY J. FREEMAN, its Mayor

ATTEST:

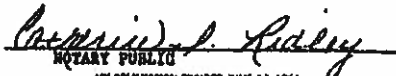

Lane E. Burlison, its Clerk

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Bobby J. Freeman and Lane E. Burlison, whose names as Mayor and City Clerk, respectively, of the City of Opelika, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 22nd day of February, 1989.

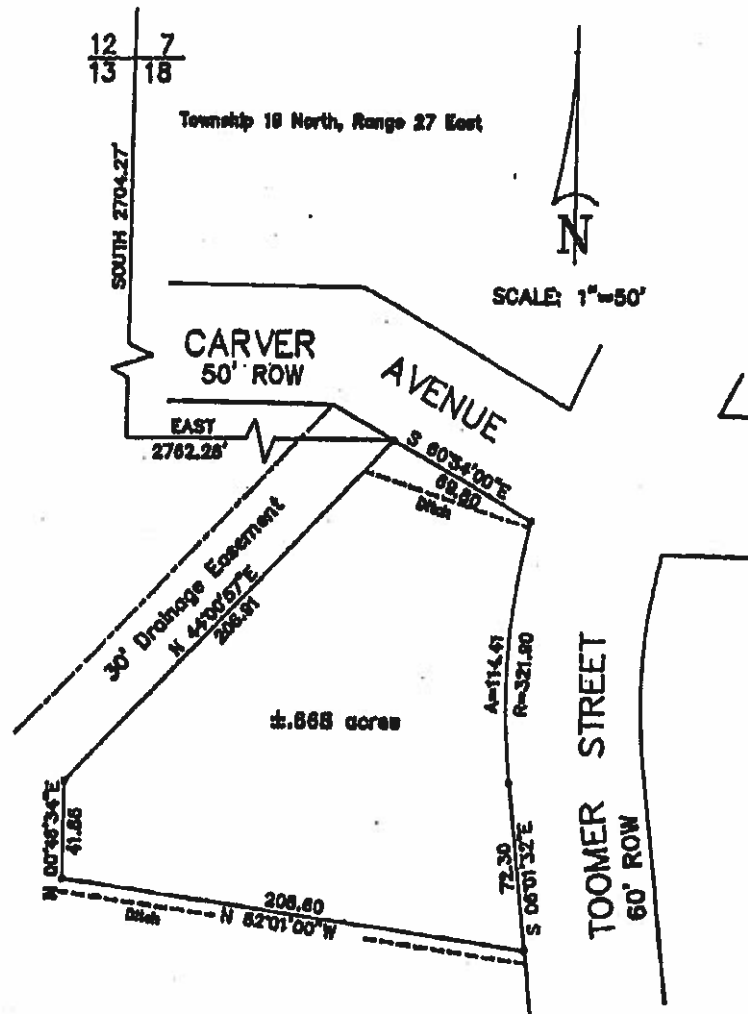

NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 14, 1991

BOOK 1433 PAGE 116

EXHIBIT "A"

SURVEY FOR CITY OF OPELIKA

Section 18 Township 18 North Range 27 East
Opelika, Lee County, Alabama



I, Edgar M. Watts, Jr., a Registered Land Surveyor in the State of Alabama, hereby certify that the map or plat shown hereon is a true and correct record of a survey made by me; that said plat correctly shows the relation of the land surveyed to the Government Survey; that it accurately shows the bearing and length of each lot line; and the bearings, widths and names of the streets, avenues, and highways.

WITNESS MY HAND this the _____ day of _____

Edgar M. Watts, Jr., L.S.
Alabama Registration No. 15444.

ITEM NO. 13

"EXHIBIT B"

ORDINANCE NO. 109-89

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 in the City of Opelika, Alabama, is no longer needed for public or municipal purposes, to-wit:

From the Northwest Corner of Section 18, Township 19 North, Range 27 East; run thence South 2,704.27 feet to a point; run thence East 2,762.26 feet to a point located at the intersection of the Southeast margin of a 10 foot wide drainage easement and the Southern margin of Carver Avenue, which point of intersection is the POINT OF BEGINNING of the parcel of land herein described and conveyed; from said point of beginning run thence South 60° 34' 0" East along the South margin of the right-of-way of Carver Avenue for 69.80 feet to the point of intersection of the South margin of Carver Avenue and the West margin of the right-of-way of Toomer Street; run thence in a Southerly direction along the West margin of the right-of-way of Toomer Street along a curve bearing a radius of 121.90 feet for a distance of 114.41 feet; continue thence South 06° 01' 32" East along the West margin of the right-of-way of Toomer Street for 72.30 feet; thence run North 82° 01' 00" West for 206.60 feet; thence run North 00° 46' 34" East for 41.86 feet to a point on the Southeast margin of a 30 foot wide drainage easement; run thence North 44° 0' 37" East along the Southeast margin of said drainage easement for 206.91 feet to the point of beginning.

Containing 0.668 acres according to and as shown by map or plat of survey prepared by Edgar M. Watts, Jr., Registered Land Surveyor, a copy of which is attached hereto as Exhibit "A".

Section 2: The City of Opelika having received an offer from Southside Church of Christ, a religious corporation, to purchase said real property described in Section 1 above, it is hereby declared to be in the best interest of the public and the City of Opelika, Alabama to sell said real property to Southside Church of Christ for said sum of \$ 9,300.00.

Section 3: Pursuant to the authority granted by Section 11-47-20 of the Alabama Code of 1975, the Mayor and the City Clerk be and they hereby are authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, Alabama, a statutory warranty deed, a copy of which is on file in the Office of the City Clerk, whereby the City of Opelika, Alabama does convey the premises described in Section 1 hereof to Southside Church of Christ for and in consideration of the sum of \$ 9,300.00.

Section 4: This ordinance shall take effect upon the adoption and publication as required by law.

Section 5: The City Clerk of the City of Opelika is hereby authorized and directed to cause a copy of this ordinance to be published one (1) time in the Opelika-Auburn News, a newspaper published in and of general circulation of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the 21ST day of FEBRUARY, 1989.

[Signature]
President of the City Council of the
City of Opelika, Alabama

ATTEST:

[Signature]
City Clerk

TRANSMITTED TO MAYOR this the 22ND day of FEBRUARY, 1989.

[Signature]
City Clerk

APPROVED this the 22ND day of FEBRUARY, 1989.

[Signature]
Mayor

ATTEST:

[Signature]
City Clerk

BOOK 1433 PAGE 118

EXHIBIT "B"

STATE OF ALABAMA
LEE COUNTY

CONSENT TO RELEASE OF RESTRICTIONS AND REVERSION

WHEREAS, by deed ("Deed") recorded in Deed Book 1433, at Page 115, in the Office of the Judge of Probate of Lee County, Alabama, a copy of which is attached hereto as Exhibit "A" and made a part hereof, the City of Opelika, Alabama, a municipal corporation ("City") did convey to South Side Church of Christ, Opelika, Alabama ("Church") certain real property; and

WHEREAS, Deed contained certain restrictions ("Restrictions") numbered as 1, 2 and 3 along with a reversion paragraph ("Reversion"); and

WHEREAS, Church and City desire to void the Restrictions and the Reversion,

NOW, THEREFORE, for and in consideration of the sum of one dollar and other good and valuable considerations, each to the other paid, receipt of which is hereby acknowledged, Church and City do hereby agree and declare that the Restrictions and the Reservation have no further force and effect and are voided, all as if the Restrictions and the Reversion had not been referenced in Deed.

The undersigned do hereby enter into Agreement for their selves and for their successors and assigns.

This the ____ day of _____, 2021.

**SOUTH SIDE CHURCH OF CHRIST,
OPELIKA, ALABAMA**

By: _____
TONY HOYETT, ELDER

Attachment: Exhibit B (017-21 : Authorize Release of Restrictions and Reversion in Deed to South Side Church of Christ.)

By: _____
JOE STINSON, ELDER

By: _____
MORRIS LOCKHART, ELDER

By: _____
ANDREW DOWELL, ELDER

CITY OF OPELIKA, ALABAMA

By: _____
As its Mayor

Attest:

By: _____
As its Clerk

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that TONY HOYETT, JOE STINSON, MORRIS LOCKHART and ANDREW DOWDELL whose names as Elders of South Side Church of Christ, Opelika, Alabama are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such Elders, and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal of office, this the ____ day of _____, 2021.

(NOTARY SEAL)

Attachment: Exhibit B (017-21 : Authorize Release of Restrictions and Reversion in Deed to South Side Church of Christ.)

 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

STATE OF ALABAMA
 COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____ and _____ whose names as Mayor and City Clerk, respectively, of the CITY OF OPELIKA, ALABAMA are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they in such capacities and with full authority, executed the same voluntarily for and as the act of said city.

Given under my hand and official seal of office, this the ____ day of _____, 2021.

(NOTARY SEAL)

 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

Prepared by:
 Robert H. Pettey
 Samford & Denson, LLP
 709 Avenue A
 Opelika, Alabama 36801

RESOLUTION NO. 018-21

OPD new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.**RESOLUTION NO. _____**

**RESOLUTION AMENDING THE ORGANIZATIONAL CHART OF THE
POLICE DEPARTMENT OF THE CITY OF OPELIKA, ALABAMA BY
ADDING AN ADDITIONAL CAPTAIN POSITION AND ADDING FOUR
ADDITIONAL SWORN OFFICER POSITIONS**

WHEREAS, the City of Opelika, Alabama (the “City”) desires a safe and secure community for all of its residents and citizens; and

WHEREAS, the City is committed to providing a higher level of service for the protection of person and property; and

WHEREAS, the City is growing and is likely to continue to grow in the future; and

WHEREAS, the City recently entered into a contract with East Alabama Medical Center to provide a dedicated police officer at the hospital, twenty-four (24) hours per day, to maintain order and assist with security at the hospital; and

WHEREAS, the Police Department desires to add an additional Captain position to continue community outreach efforts; and

WHEREAS, the Police Department desires to add four (4) new sworn police officer positions; and

WHEREAS, adding four (4) new police officers will allow the Police Department to interact more effectively with the community and to implement effective community policing

practices; and

WHEREAS, adding new police officers will allow the Police Department to more efficiently satisfy its contractual obligations to East Alabama Medical Center; and

WHEREAS, the Police Chief has certified that funds for the new positions (one police captain and four sworn police officers) are available in the budget; and

WHEREAS, the Mayor has submitted his recommendation to the City Council to modify the organizational chart of the Police Department of the City of Opelika; and

WHEREAS, the City Council hereby finds and determines that said plan of reorganization is in the best interest of the City and its citizens.

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

1. That the aggregate number of authorized positions in the existing job classification of Police Captain at pay grade 214 is hereby increased from three to four. The Mayor and Police Chief are authorized to fill all vacant positions so long as the total number of positions in said classification does not exceed four(4).

2. That the aggregate number of authorized positions in the existing job classifications of Officer-in-Training at pay grade 200, Officer I at pay grade 204 and Officer II at pay grade is hereby increased from 56 to 60. The Mayor and Police Chief are authorized to fill all vacant positions so long as the total number of positions in said classification does not exceed sixty (60). With respect to said three (3) job classifications, the Mayor and Police Chief shall have the authority to move employees to whatever classified position they are qualified for

so long as the aggregate number of employees in said three positions does not exceed sixty (60).

For the current fiscal year, the number of authorized positions for the remaining job

classifications in the Police Department is as follows:

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

3. That the revised organizational chart of the Police Department, attached hereto as Exhibit “A” is hereby adopted and approved and shall replace the current organizational chart of the Department.

4. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.

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

ADOPTED AND APPROVED this the _____ day of _____, 2021.

PRESIDENT OF THE CITY COUNCIL OF THE

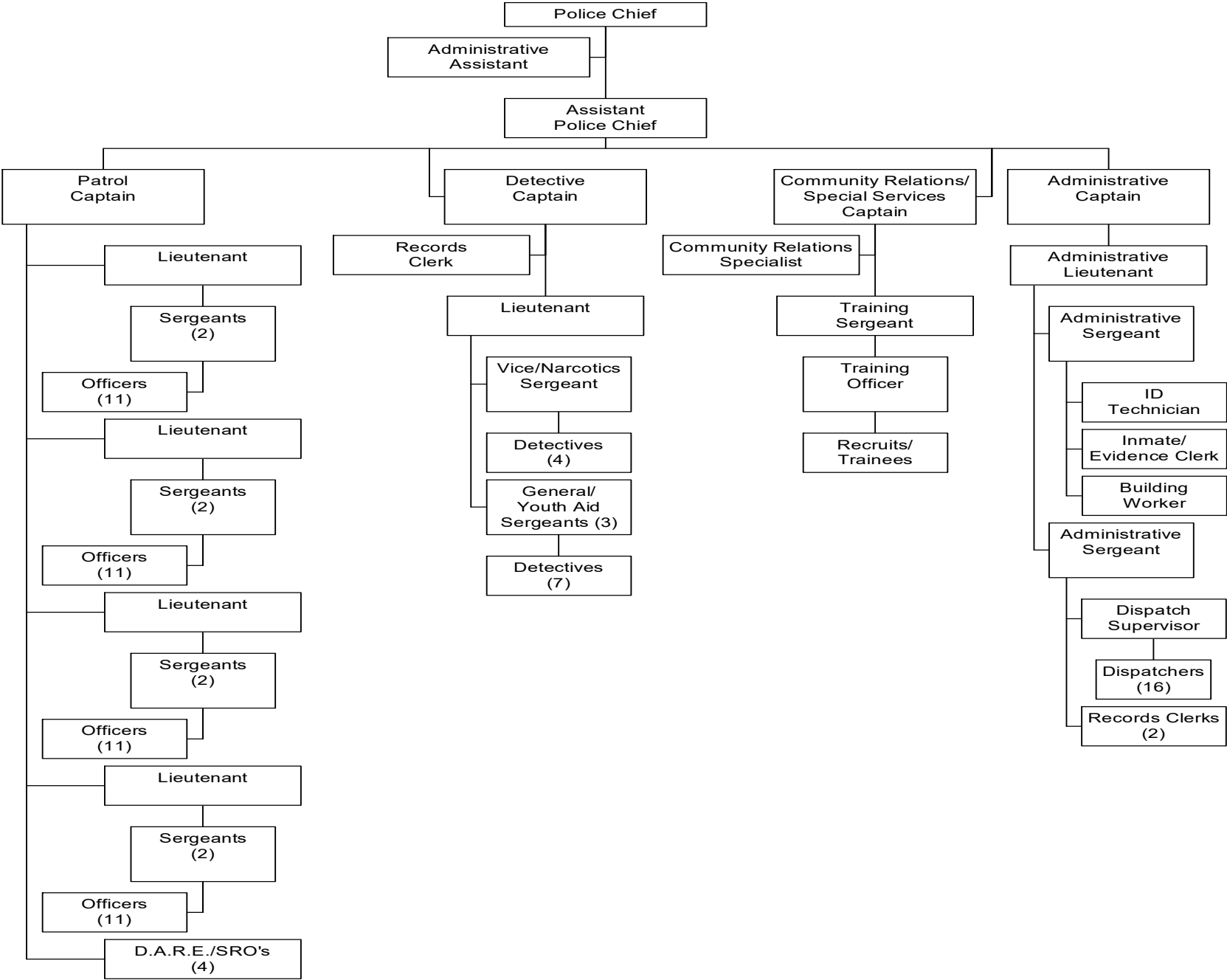
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Opelika Police Department

Generic Version



ORDINANCE NO. (ID # 4502)

Amending Section 19-495 of the City Code of Ordinances - 2nd Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 19-495 OF THE
CODE OF ORDINANCES OF THE CITY OF OPELIKA, ALABAMA,
BY ADDING A NEW SUBSECTION (b)(6) PROVIDING AN
EXCEPTION FOR NUISANCE BIRDS AND ANIMAL CONTROL**

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

Section 1. **Amendment.** That Section 19-495 of the *Code of Ordinances* (the “Code”) of the City of Opelika, Alabama, is hereby amended by adding a new subsection (b)(6), which subsection shall read as follows:

Sec. 19-495. - Discharge of weapons.

(b) *Exceptions.*

(6) *Nuisance birds and animal control.*

The extermination under the supervision of the Opelika Police Department of any bird, animal or reptile which has become a nuisance shall be permitted. Any person undertaking wild bird or animal nuisance control must obtain a permit from the Opelika Police Department. Each person issued an animal nuisance control permit shall keep a record of all nuisance animal control operations documenting the permittee’s name, address, date of service, service technician, species of nuisance animal, number of each species killed and disposition of all animals killed. These records shall be available for inspection by any police officer or state conservation officer. The shooting of nuisance birds and animals shall be performed by skilled operators who have necessary experience with

firearms and who hold the appropriate licenses and accreditation. The permittee shall comply with all federal, state and municipal rules and regulations.

Section 2. **Full Force and Effect.** With the exception of the amendment made herein, all other sections, subsections and portions of the Code shall remain in full force and effect.

Section 3. **Severability Clause.** If any section, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 4. **Effective Date.** This ordinance shall become effective and enforced immediately upon its passage and publication as required by law.

Section 5. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2021.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2021.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 002-21-ORD

Amending Section 16-188 of the City Code of Ordinances - 1st Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF OPELIKA, ALABAMA BY ADDING A NEW SECTION 16-188;
ESTABLISHING REDUCED SCHOOL SPEED ZONES; AND
PROVIDING PENALTIES FOR VIOLATIONS**

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

Section 1. **Amendment.** That the *Code of Ordinances* (the “Code”) of the City of Opelika, Alabama, is hereby amended by adding a new section to be numbered 16-188, which section shall read as follows:

Sec. 16-188 - School speed zones.

(a) *School Speed Zones--Designated.*

The following school speed zones are hereby designated. It shall be unlawful during the hours designated for each such school zone for any person to operate a motor vehicle in excess of the speed limit established for such school zone when school is in session.

(1) OPELIKA HIGH SCHOOL

Lafayette Parkway from approximately 350 feet north of Samford Avenue to approximately 830 feet north of Lake Condry Road. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 3:00 p.m. - 4:30 p.m.

(2) OPELIKA MIDDLE SCHOOL

McLure Avenue from Gwen Mill Drive to Claire Street and Denson Drive from

approximately 140 feet north of McLure Avenue to 8th Avenue. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 3:00 p.m. - 4:30 p.m.

(3) MORRIS AVENUE INTERMEDIATE SCHOOL

Morris Avenue from Lafayette Parkway to approximately 1100 feet from Lafayette Parkway and Lafayette Parkway from approximately 880 feet north of Morris Avenue to 300 feet south of Morris Avenue. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 2:00 p.m. - 3:30 p.m.

(4) NORTHSIDE INTERMEDIATE SCHOOL

North 5th Street from 7th Avenue to approximately halfway between 6th Avenue and 5th Avenue and 6th Avenue from North 5th Street to approximately halfway between North 3rd Street and North 4th Street. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 2:00 p.m. - 3:30 p.m.

(5) WEST FOREST INTERMEDIATE SCHOOL

Waverly Parkway from approximately 1020 feet west of the West Forest Intermediate School driveway to approximately 475 feet east of the West Forest Intermediate School driveway. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 2:00 p.m. - 3:30 p.m.

(6) CARVER PRIMARY SCHOOL

Toomer Street from Elm Street to Cherry Avenue and Carver Avenue from Toomer Street to Harper Street. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 2:00 p.m. - 3:30 p.m.

(7) JETER PRIMARY SCHOOL

Jeter Avenue from approximately 150 feet west of Fox Run Parkway to approximately 1200 feet west of Fox Run Parkway. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 2:00 p.m. - 3:30 p.m.

(8) SOUTHVIEW PRIMARY SCHOOL

Marvyn Parkway from approximately 115 feet north of Hall Avenue to approximately 150 feet south of Gateway Drive and Gateway Drive from Marvyn Parkway to

approximately 1150 feet from Marvyn Parkway. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 2:00 p.m. - 3:30 p.m.

(9) OPELIKA LEARNING CENTER

Easy Street from Plum Avenue to Jeter Avenue and Jeter Avenue from Easy Street to approximately 50 feet east of Hamer Place. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 2:00 p.m. - 3:30 p.m.

(10) TRINITY CHRISTIAN SCHOOL

India Road from approximately 460 feet west of Gwen Mill Road to approximately 825 feet east of Gwen Mill Road and Gwen Mill Road from India Road to approximately 170 feet from India Road. 20 mph speed limit during the hours of 7:00 a.m. - 8:30 a.m. and 2:00 p.m. - 3:30 p.m.

(b) *School Speed Zones-Penalties for violations.*

Upon conviction of a school zone speed violation, the operator of the motor vehicle shall be assessed a fine of double the amount prescribed by law outside a school zone.

Section 2. **Severability Clause.** If any section, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 3. **Full Force and Effect.** With the exception of the amendment made herein, all other sections and portions of the Code shall remain in full force and effect.

Section 4. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with this ordinance are repealed.

Section 5. **Effective Date.** This ordinance shall become effective and enforced immediately upon its passage and publication as required by law. Section 16-188 shall be codified in the *Code of Ordinances* of the City of Opelika.

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

ADOPTED AND APPROVED this the ____ day of _____, 2021.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2021.

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/02/21 07:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

BOARD & COMMISSION APPOINTMENTS (ID # 4516)

DOC ID: 4516

**Appoint Tim Aja to the Indian Pines Recreation Authority.
Existing Term ends 6-7-2021.**

Phone: 334-705-5110
FAX: 334-705-5153
E-Mail: rjones@opelika-al.gov

You may attach a personal bio or a resume if you like.