



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
300 Martin Luther King Blvd.
April 6, 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. Wheatley provided the invocation.

1. Rick Wheatley from Trinity United Methodist Church.

4. Pledge of Allegiance

William Carter, Stephen Watson and Murphy Williams from Boy Scout Troop 858 led the Pledge of Allegiance.

1. William Carter, Stephen Watson and Murphy Williams from Boy Scout Troop 858.

5. Reading of Minutes

1. Minutes from the 03-16-21 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

Mayor Fuller first asked interim Fire Chief James "Junior" Morgan and new Fire Chief Shane Boyd to both stand. Mayor Fuller then thanked Chief Morgan for his service as interim Fire Chief and introduced Chief Boyd to everyone in attendance. Mayor Fuller then recognized former council member Dozier Smith-T and his family and thanked them for their attendance as well. Mayor Fuller also announced a public hearing in the Municipal Court courtroom on Monday, April 12, 2021 at 4:00 pm to discuss the fiscal year 2021 CDBG Action Plan.

1. Proclamation for Sexual Assault Awareness Month.
Mayor Fuller invited Brantley Shields up front and read the proclamation.
2. Recognize Officer Montrez Hunter as Central Alabama CrimeStoppers Officer of the Year.

Mayor Fuller invited Chief Healey, Captain Cook, Captain Miller, Captain Amerson, Captain Clifton, Lieutenant Jones, Sergeant Krug, Sergeant Smith, Officer Montrez Hunter and Tony Garrett with Central Alabama Crime Stoppers up front to present an award. Mr. Garrett read the nomination from Chief Healey about Officer Hunter and presented the award to Officer Hunter.

Chief Healey also added how proud he was of Officer Hunter and finally Mayor Fuller, on behalf of the City Council, presented a small token of appreciation to Officer Hunter on a job well done.

3. Recognize OPS/AMEA Scholarship Recipients and All State Band Members from Opelika High School.

Mayor Fuller invited Mr. Neil Sasser, Dr. Farrell Seymour, and Mr. Kenneth Burton up front to recognize, the All State Band members from Opelika High School, Candace Davis, Anita Duncan, Kylan Fanning, and Za'Meria Butler. Mr. Sasser then expressed how proud they were of these young musicians and explained the process of how they were named All District and All State Band members. Mayor Fuller presented each of the band members with a gift as well. Mayor Fuller then asked Dr. Seymour and Mr. Burton to stay up front and invited Derek Lee up front as well to recognize each AMEA Scholarship recipient. Mayor Fuller called Laura Daffin, Nicholas Fitzwater, Braxton Harris, and Leighanna Howell up front and read each of their achievements and credentials earning them their scholarships. Dr. Seymour then stated how proud he was of each of the students and how they are all outstanding people as well as students. Mr. Burton also added how proud he was of them and congratulated them again. Derek Lee finally explained the process, how competitive it is to receive the AMEA scholarship, and congratulated the students. President Smith also extended congratulations, on behalf of the City Council, to each student recognized as well.

8. Citizen Communications

None.

9. Report of Disbursements

10. Committee Reports

11. General Business

President Smith asked Mr. Jones to present the general business.

1. Request by Main Street for 1st Ave Block Party on 4-10-2021.

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

2. Request from KOB for Garden in the Park on 5-1-2021.

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

3. Request for 2021 Run It to Win It 5K in Downtown Opelika on 5-15-2021.

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

4. Public Hearing - Demolition - 108 Ray Avenue.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said demolition. Diane Harris Preston spoke to the council and let them know that after receiving notice from the city of the impending demolition, the owners have taken the building down themselves. President Smith asked Ms. Preston if the debris had also been removed from the site. Ms. Preston stated they are still in the process of removing the debris themselves. President Smith asked if this would be something the

council would need to remove from the agenda or table. Mr. Gunter suggested tabling the resolution for two weeks. Ms. Preston then asked a question about a concrete porch left over and asked Mr. Kappelman if he would be who she needed to see about that. President Smith answered by stating they would have Mr. Kappelman take a look at that, and later on in the agenda there would be a resolution they would table, at the pleasure of the council, and Mr. Kappelman would report back on if any action would need to take place in two weeks. President Smith closed the public hearing.

12. Awarding of Bids

President Smith asked Ms. Finley to present the bids.

1. Bids 060-21 Printer Maintenance - IT.

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

2. Bids 061-21 Parks and Rec Management Software - IT.

Mr. Allen asked Ms. Finley if the amount being voted on was just for one year or a certain amount of years. Ms. Finley answered the contract is renewable so it for one year at a time.

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

3. Bids 062-21 Andrews Rd at Unnamed Creek Precast Bridge Construction - ENG.

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

4. Bids 063-21 Opelika Power Substations 1,2,3, and 6 Control House Replacements Project - OPS.

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

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 064-21 Purchase - (624) Toter 96 Gal EVR II Carts-Sourcewell Contract #041217-WQI - OES.

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

2. Resolution 065-21 Change Orders for Furniture Contracts Related to New Library - LIB.

Ms. Norris asked about the difference between the bidding process and state contracts related to the purchase and the benefit of doing it one way or the other. Mr. Gunter answered that the state contracts are where the state bids the items out statewide, and usually gets a very good price for the items, and any city or county can use the state contracts to purchase items. Mr. Gunter also

explained that if the city did not use a state contract for the purchase and the amount exceeds \$15,000, the items must go out for bid. Ms. Norris then asked what the advantage would be, besides taking the time to send out the bids to all the separate vendors, and if the amount would be the same. Mr. Gunter answered it would not necessarily be the same amount based on the bids received and there may be higher prices with the bids. Mr. Gunter also stated that generally the state is dealing in bulk amounts and usually gets the best price on items that way, also a lot of the city's contracts are state contracts due to that. Ms. Norris then stated one of the advantages is to prevent the city from going over budget and Mr. Gunter agreed by stating if it was bid locally it could go over budget. President Smith added that the amount of the furniture was originally projected for \$501,000 and the state contracts totaled to be \$499,000 and some change, so the actual cost is below what was projected due to the state contracts.

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

3. Resolution 066-21 Request Refund of Occupational License Fees Paid in Error - Terry Breaux.

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

4. Resolution 067-21 Agreement with Envision for Phase V Renovation Project at South Side Center for the Arts - ADMIN.

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

5. Resolution 068-21 Approve Arrangement Letter with Critical Insights Consulting, LLC - ADMIN.

RESULT: **APPROVED [4 TO 1]**
MOVER: Todd Rauch, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Willie Allen, Robert Lofton, Eddie Smith, Todd Rauch
NAYS: Erica Norris

6. Resolution 069-21 Approve Renewal of Existing Asphalt Resurfacing Contract with East Alabama Paving Co. - ENG.

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

7. Resolution 070-21 Approve Sign License Agreement with Insure With A Rose, Inc.

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

8. Resolution 085-21 Demolition - 108 Ray Avenue - Tabled.

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

9. Resolution 071-21 Engagement Letter with Hand Arendall Harrison Sale.

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

10. Resolution 072-21 Engagement Letter with Lanier Ford Shaver & Payne, P.C.

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

11. Resolution 073-21 Joint Resolution Opposing Changes to the 2010 Standards for Delineating MSA's.

Ms. Norris thanked Mr. Gunter for his explanation of the what this would mean for Opelika, as well as the Mayor's comments in the newspaper about the issue. Ms. Norris then stated that in the near future the recent census numbers should be released and along with that there could be some redistricting in the city. Ms. Norris asked if this has any impact or affect on that redistricting. Mr. Gunter answered this would have no impact on redistricting. Mr. Gunter then explained it would mostly impact federal funding and the eligibility for the city to received federal grants which are tied to MSA areas. Ms. Norris thanked Mr. Gunter.

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

12. Resolution 074-21 Request for Extension of the Special Use Permit with Verizon at 269 Lee Rd 711.

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

13. Resolution 075-21 Special Appropriation to A-O Tourism for hosting AJGA Golf Tournament at Grand National.

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

14. Resolution 076-21 Special Appropriation to Reach Out and Read-Alabama from Ward 4 and Ward 5 Reserve Funds.

Ms. Norris asked if they would like to add to this resolution from their own discretionary fund, do they have the option of doing so. Mr. Gunter answered yes they would need to make a motion to amend the resolution. Ms. Norris stated she would like to make the motion to amend adding \$500 from her discretionary fund. Dr. Lofton also stated he would like to add \$500 from his discretionary fund. Mr. Allen as well stated he would like to add \$500 from his discretionary fund. Dr. Smith-T thanked all of the council for doing that and explained how the program would

benefit from this contribution. President Smith and Ms. Norris then thanked Dr. Smith-T for what they are doing with this program. Mr. Gunter then explained the amendment would now be for a \$2500 total appropriation with \$500 coming from each council member.

Ms. Norris moved to amend the resolution. Mr. Allen seconded the motion.

The following vote was recorded:

Ayes: Allen, Norris, Lofton, Rauch, Smith

Nays: None

RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Willie Allen, Council Member

SECONDER: Robert Lofton, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

15. Resolution 077-21 Agreement with Skipper Consulting, Inc. for Gateway Dr./Marvyn Pkwy Intersection Study - ENG.

RESULT: APPROVED [UNANIMOUS]

MOVER: Erica Norris, President Pro-Tem

SECONDER: Robert Lofton, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

16. Resolution 078-21 Agreement with Barrett Simpson, Inc. for Design of Veterans Extension Phase II - ENG.

RESULT: APPROVED [UNANIMOUS]

MOVER: Todd Rauch, Council Member

SECONDER: Willie Allen, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

17. Resolution 079-21 Agreement with CDG Engineering for Thomason Dr Extension Phase II Design - ENG.

RESULT: APPROVED [UNANIMOUS]

MOVER: Todd Rauch, Council Member

SECONDER: Willie Allen, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

18. Resolution 080-21 Agreement with Sain Associates, Inc. for Roundabout Design at Sportsplex and Westpoint Pkwy - ENG.

Mr. Rauch thanked the Mayor for listening to all the concerns of the people in Ward 5 and for also making this a priority.

RESULT: APPROVED [UNANIMOUS]

MOVER: Todd Rauch, Council Member

SECONDER: Robert Lofton, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance 007-21-ORD Approve the Leasing of the Property Located at 1103 Glenn St. to Envision Opelika Foundation, Inc. - 2nd Reading.

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

15. Appointments

President Smith presented the appointments.

1. Reappoint David McCain to the LRCOG MPO Citizen Advisory Committee. New Term ends 4-7-2023.

President Smith stated Mr. McCain was present in the audience and also mentioned Mr. McCain serves as an election official in the municipal elections and thanked him for his time and willingness to volunteer.

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

16. Adjourn

The City Council meeting minutes of April 6, 2021 are hereby adopted and approved this the 20th day of April, 2021.

/s/ Eddie Smith

President of City Council
City of Opelika, Alabama

ATTEST:

/s/ Russell A. Jones

Russell A. Jones

City Clerk

1. Character Trait of the Month - Reliability, the quality of being trustworthy or of performing consistently well.

President Smith read the character trait of the month and asked if there was any other business to come before the council.

2. Motion to Adjourn.

The council meeting ended at 7:55 pm.

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 4587)**

Meeting: 04/06/21 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4587

Minutes from the 03-16-21 Council Meeting.

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



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 300 Martin Luther King Blvd.
March 16, 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. Nix provided the invocation.

1. Bobby Nix - Director of Covington Recreation Center.

4. Pledge of Allegiance

Mr. Jones led the Pledge of Allegiance.

1. Russell Jones - City Clerk.

5. Reading of Minutes

1. Minutes from the 03-02-21 council meeting.

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

2. Minutes from the 03-11-21 special meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller began his remarks by reminding citizens of the severe weather forecast and listing the safety locations around town if anyone needed to use them during the storms as a shelter.

Mayor Fuller also announced the road closure dates for MLK Blvd for the installation of a water line as part of the Geneva Street project.

1. City's Financial Summary Report for February 2021.

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. February 2021 Monthly Building Report.

Mayor Fuller asked Mr. Motley to give the February 2021 monthly building report and Mr. Motley did so.

8. Citizen Communications

None.

9. Report of Disbursements
10. Committee Reports
11. General Business

President Smith asked Mr. Jones to present the general business.

1. Request from Main Street, On Tap Craft Beer Event on 5-8-2021.

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

2. Request from Main Street, two events, Touch-A-Truck and Burger Wars on 6-5-2021.

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

12. Awarding of Bids

President Smith asked Ms. Finley to present the bids.

1. Bids 049-21 Downtown Streetscape Project - OPS.

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

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 050-21 Designate City Personal Property as Surplus & Authorize Disposal.

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

2. Resolution 051-21 Emergency Purchase - Wyndham Pumps and Lift Station - PW.

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

3. Resolution 052-21 Purchase - Police Equipment for 2021 Police Pkg Auto - AL Contr #MA 999 180000000347 - PD.

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

4. Resolution 053-21 Purchase - 2020 John Deere 325G Compact Track Loader and Severe Duty Pallet Fork - OES.

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

5. Resolution 054-21 Purchase - 2022 Ford F350 Super Cab and Chassis - State Contract #T193A - OPS.

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

6. Resolution 055-21 CDBG-CV ADECA Grant Application.

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

7. Resolution 056-21 Construction of Subdivision Sign in Foxrun Parkway & Village Drive ROW - PLAN.

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

8. Resolution 057-21 Approve Extension of Tax Abatement of Sales and Use Taxes for Pharmavite, LLC - ED.

President Smith, before asking for a motion, asked Lori Huguley to introduce her guests at the meeting. Ms. Huguley then introduced Les Davis and Karlyn Risner with Pharmavite, LLC. President Smith then thanked them for their continued investment in the community.

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

9. Resolution 058-21 Approve Pharmavite, LLC Tax Abatements and Exemptions - ED.

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

10. Resolution 059-21 Request for ATRIP Grant for Columbus Parkway.

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

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance Approve the Leasing of the Property Located at 1103 Glenn St. to Envision Opelika Foundation, Inc. - 2nd Reading.

President Smith asked for a member of the council to introduce the ordinance. Ms. Norris introduced the ordinance.

RESULT: FIRST READING INTRODUCED

15. Appointments

President Smith presented the appointments.

1. Reappoint Antione Harvis to the Board of Education. New Term ends 4-1-2026

RESULT: APPROVED [UNANIMOUS]

MOVER: Todd Rauch, Council Member

SECONDER: Erica Norris, President Pro-Tem

AYES: Allen, Norris, Lofton, Smith, Rauch

2. Appoint Dennis Davis to the Mental Health Center Board. New Term ends 4-1-2027.

RESULT: APPROVED [UNANIMOUS]

MOVER: Todd Rauch, Council Member

SECONDER: Robert Lofton, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

16. Adjourn

The City Council meeting minutes of March 16, 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 - Courage, mental or moral strength to venture, persevere, and withstand danger, fear, or difficulty.

President Smith read the character trait of the month and asked if there was any other business to come before the council. Mr. Allen asked if the new appointees to boards could come to the council meetings in the future to meet with council members if they so desired and were able to come. President Smith agreed that was a great idea and stated we would ask them to attend if possible going forward.

2. Motion to Adjourn.

The council meeting ended at 7:19 pm.

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

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**MAYOR'S REMARKS (ID # 4583)**

Meeting: 04/06/21 07:00 PM

Department: City Clerk

Category: Proclamation

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4583

Proclamation for Sexual Assault Awareness Month.

COMMENTS - Current Meeting:

Mayor Fuller invited Brantley Shields up front and read the proclamation.



From the Governing Body of
Opelika, Alabama



Proclamation



WHEREAS, in the United States, April is Sexual Assault Awareness Month (SAAM). The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. SAAM calls attention to the fact that sexual harassment, assault, and abuse are widespread and impact every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives (Smith et al., 2017); and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18 (Dube et al., 2005; and

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college (Krebs et al., 2007); and

WHEREAS, this year, SAAM is celebrating its **19th anniversary**. The theme for this year's campaign, "**I Ask**" helps empower all of us to put consent into practice and shares the message that asking for consent is a normal and necessary part of sex; and

WHEREAS, we ask all residents of Opelika to join advocates and communities across the country in taking action to prevent sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

NOW, THEREFORE, I, Gary Fuller, Mayor of the City of Opelika, Alabama do hereby proclaim **April 2021 as "Sexual Assault Awareness Month" in Opelika, Alabama.**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Opelika, Alabama, to be affixed this the **6th day of April 2021.**

Gary Fuller
Mayor, City of Opelika

Attest

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 4584)**

Meeting: 04/06/21 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4584

Request by Main Street for 1st Ave Block Party on 4-10-2021.

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



March 22, 2021

Dear Russell,

Opelika Main Street is requesting that the council approve a street/sidewalk closure on April 10, 2021 for a block party celebrating the opening of 1st Ave.

The impacted areas would be:

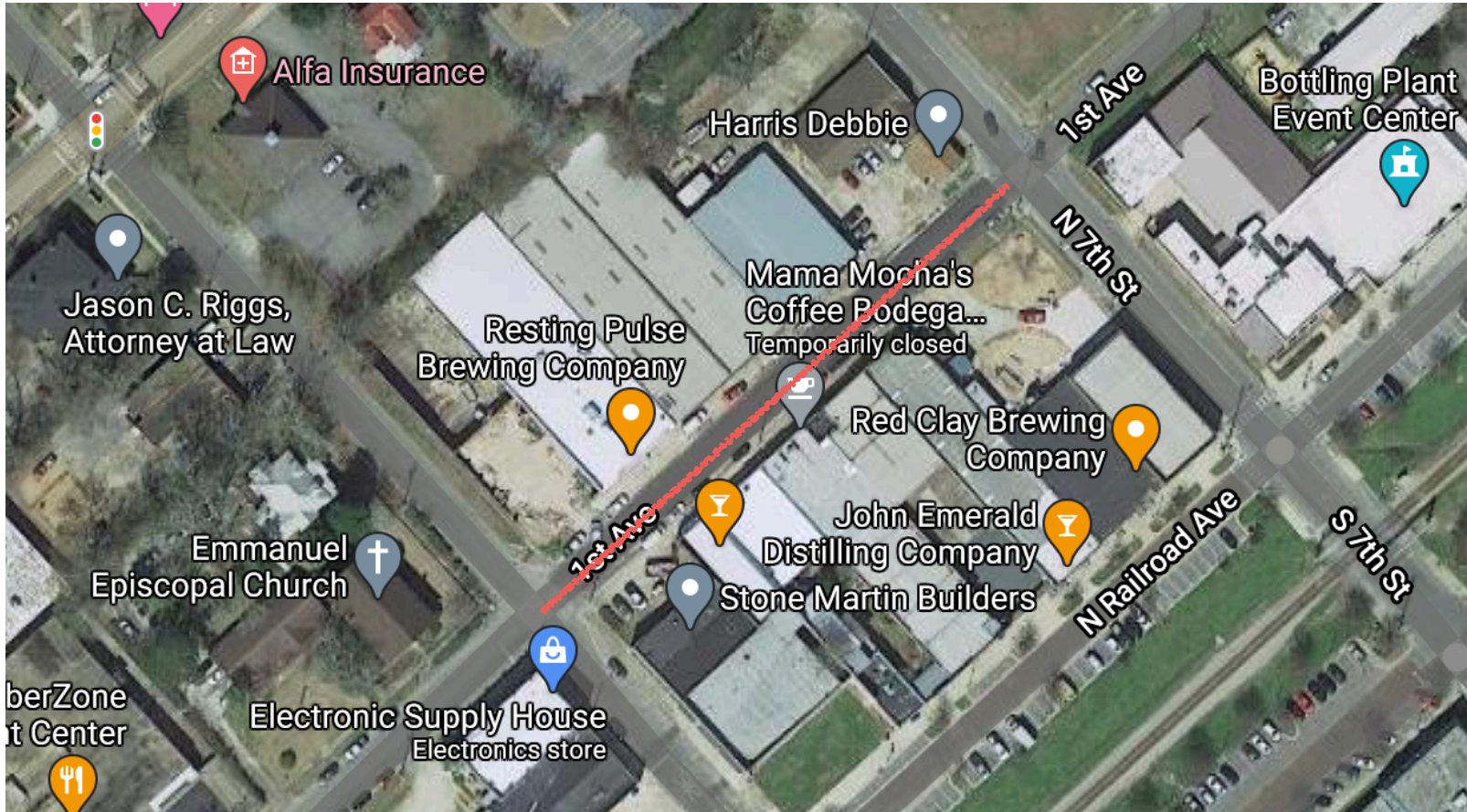
-1st Ave from N. 8th Street to N. 7th Street

The street closures will be in effect from 5PM-11:30PM.

Thank you for your consideration,

Ken Ward
Executive Director Opelika Main Street

Attachment: 1st Ave Street Closure (4584 : Request by Main Street for 1st Ave Block Party on 4-10-2021.)



**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 4588)**

Meeting: 04/06/21 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4588

Request from KOB for Garden in the Park on 5-1-2021.

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



REQUEST TEMPORARY STREET CLOSURE

DATE this request made: March 24, 2021

NAME OF INDIVIDUAL: Tipi Miller

ADDRESS: 601 Avenue A

Building 2

ZIP

PHONE # 334-559-7444

EMAIL Address tipi@keepopelikabeautiful.com

NAME OF ORGANIZATION: Keep Opelika Beautiful

ADDRESS: P.O. Box 2464

ZIP

PHONE # 334-749-4970

REASON FOR REQUEST: Garden in the Park

Information needed:

1. Date of event- Saturday, May 1
2. Start and end time - 8am to 3pm
3. Est. number of participants- 2,500
4. Map of route or detailed route description with start/end points.
5. Specific location on route of street barricades if needed.
6. If barricades are needed, you must provide volunteers to man all barricades during the entire event.
7. If needed, please provide a list of where you will place signs in the city's right-of-way. This will be approved as part of your overall plan. Signs will need to be put out day of event and taken up immediately following end of event.

Note: If event is to be held in downtown Opelika, your request must first be approved by Opelika Main Street and then the Mayor & City Council.

SIGNED:

NAME (printed):

Tipi Miller
Tipi Miller

Email completed form & information to:

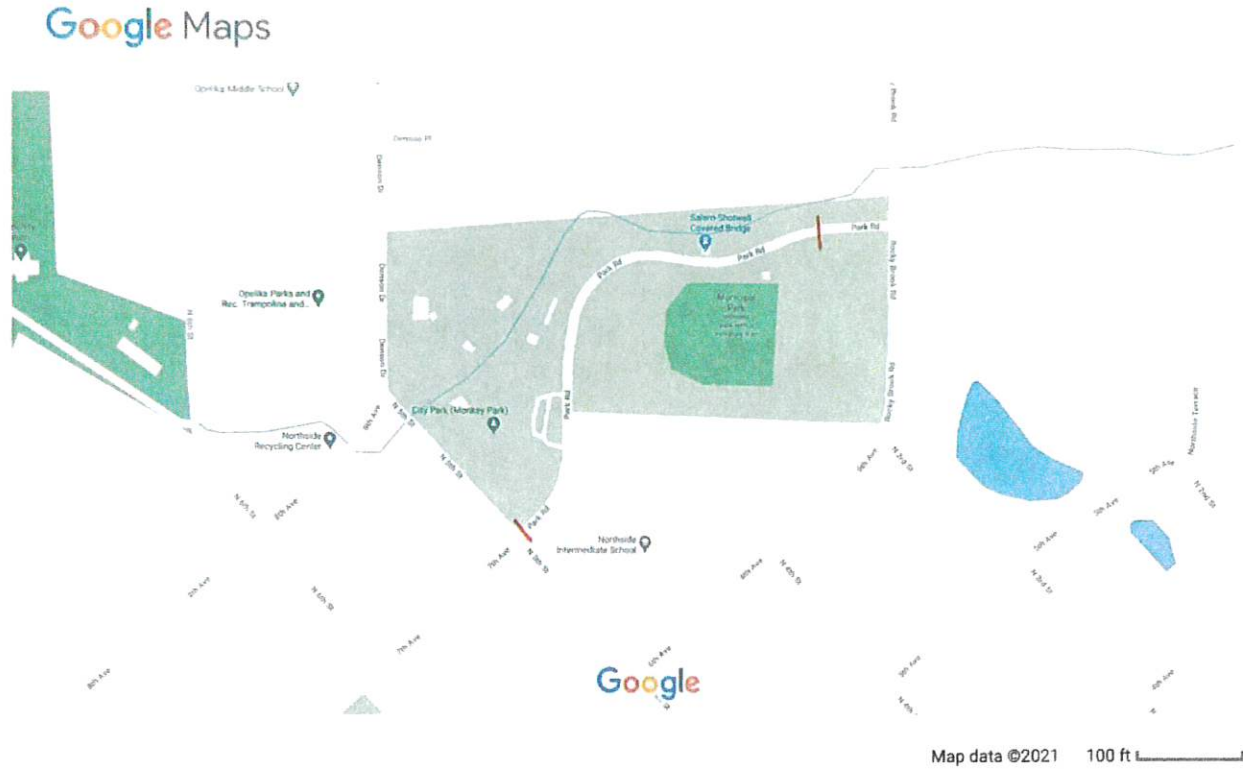
Russell A. Jones
City Clerk - Treasurer
rjones@opelika-al.gov
334-705-5110

Contacts:

For barricades, call Mike Hilyer at ESG/Public Works: 705-5413

For additional garbage cans or recycling cans, call Terry White at Environmental Services: 705-5480

Attachment: KOB Garden in the Park request (4588 : Request from KOB for Garden in the Park on 5-1-2021.)



Barricades at the intersection of Park Road and N. 5th Street and Park Road and the driveway to Miles Thomas Field (near Rocky Brook Road)

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 4585)**

Meeting: 04/06/21 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4585

Request for 2021 Run It to Win It 5K in Downtown Opelika on 5-15-2021.

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



REQUEST TEMPORARY STREET CLOSURE

DATE this request made: _____ March 19, 2021 _____

NAME OF INDIVIDUAL: _____ Katy Redman _____

ADDRESS: _____ 1223 Weatherford Street _____
 _____ Auburn _____
 _____ AL _____ ZIP _____ 36830 _____

PHONE # _____ 334-707-3250 _____

EMAIL Address _____ Katyredman@gmail.com _____

NAME OF ORGANIZATION: _____ SLAAM basketball _____

ADDRESS: _____

 _____ ZIP _____

PHONE # _____ 334-740-5231 _____

REASON FOR REQUEST: _____ 5k in downtown _____

Information needed:

1. Date of event. Saturday May 15, 2021
2. Start and end time. 8:00-9:00 am
3. Est. number of participants. 50
4. Map of route or detailed route description with start/end points. attached in email
5. Specific location on route of street barricades if needed. n/a
6. If barricades are needed, you must provide volunteers to man all barricades during the entire event.
7. If needed, please provide a list of where you will place signs in the city's right-of-way. This will be approved as part of your overall plan. Signs will need to be put out day of event and taken up immediately following end of event.

Note: If event is to be held in downtown Opelika, your request must first be approved by Opelika Main Street and then the Mayor & City Council.

SIGNED: _____ *Katy Redman* _____

NAME (printed): _____ Katy Redman _____

Email completed form & information to: Russell A. Jones
 City Clerk
rjones@opelika-al.gov
 334-705-5110

Contacts:

For barricades, call Mike Hilyer at ESG/Public Works: 705-5413

For additional garbage cans or recycling cans, call Terry White at Environmental Services: 705-5480

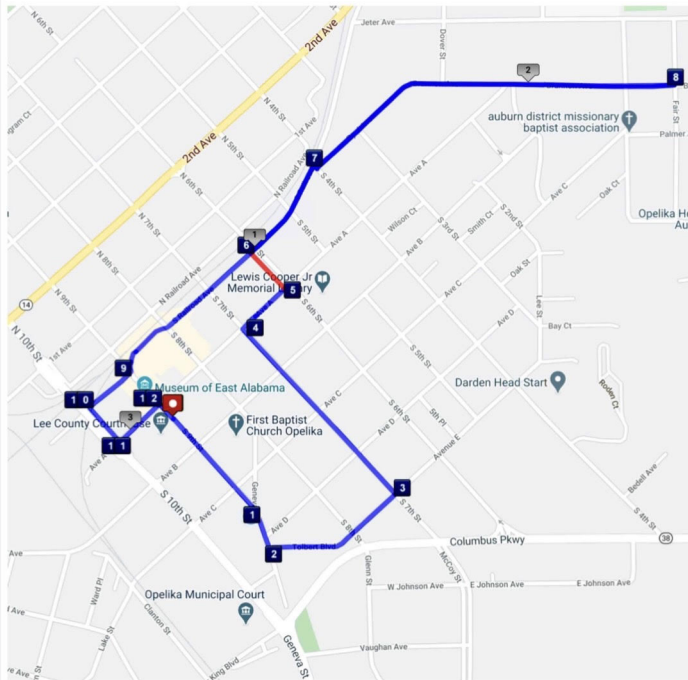
2021 Run It To Win It 5K

Distance: 3.09 mi

Elevation Gain: 101 ft

Elevation Max: 866 ft

11.3.b



Attachment: 5k map (4585 : Request for 2021 Run It to



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4513)

Meeting: 04/06/21 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 4513

Public Hearing - Demolition - 108 Ray Avenue.

January 25, 2021

TO:

John A. Harris
1505 Harper Street
Opelika, AL 36801

Robert Gilbert Vaughn
943 Waverly Ave.
Albertville, AL 35950

Diane Harris Preston
519 Velma Circle
Auburn, AL 36830

George Harris
1202 Lowndes Street
Opelika, AL 36801

Lenell Harris
41 Comanche Drive
Opelika, AL 36804

Donald Harris
3611 Randall Drive, Lot #7
Opelika, AL 36801

Larry Harris
108 Dover Street
Opelika, AL 36801

Javis Ramon Harris
2908 East Point Way
Opelika, AL 36804

Jacqueline Lorrain Harris
1505 Harper Street F
Opelika, AL 36801

Calvin Eugene Crabb II
297 Lee Road 395
Auburn, AL 36830

Tamara Michelle Young
607 Rustic Street
Opelika, AL 36801

Jeffery Allen Harris
Harris Funeral Home
515 S. 6th Street
Opelika, AL 36801

Jeffery Allen Harris
3309 Tifton Lane
Opelika, AL 36801

Jeffery Allen Harris
PO Box 2206
Opelika, AL 36803
Minnie P. Harris
215 Vero Court
Opelika, AL 36801

East Alabama Medical Center
Attn: Roben Casey, General Counsel
2000 Pepperell Parkway
Opelika, AL 36801

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

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the “City”) is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, John A. Harris, Robert Gilbert Vaughn, Diane Harris Preston, George Harris, Lenell Harris, Donald Harris, Larry Harris, Minnie P. Harris, Jarvis Ramon Harris, Jacqueline Lorrain Harris, Calvin Eugene Crabb II, Tamara Michelle Young and Jeffery Allen Harris are the owners of the real property described in the Notice. East Alabama Medical Center is a judgment creditor and lienholder of record. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

Street Address: 108 Ray Avenue, Opelika, AL 36801

Legal Description: Lots 3A and 3B of Block 238, according to and as shown by

Totten's Official Real Estate Map of Opelika, Alabama, 1930. Said property fronting Ray Street in Opelika, Alabama.

Parcel Identification Number: 43-10-03-08-3-000-064.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on January 4, 2021. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.

- X (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- X (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, April 6, 2021, at 7:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing

with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

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

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

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

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

DATED this the ____ day of January, 2021.

Sincerely,

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

COMMENTS - Current Meeting:

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said demolition. Diane Harris Preston spoke to the council and let them know that after receiving notice from the city of the impending demolition, the owners have taken the building down themselves. President Smith asked Ms. Preston if the debris had also been removed from the site. Ms. Preston stated they are still in the process of removing the debris themselves. President Smith asked if this would be something the council would need to remove from the agenda or table. Mr. Gunter suggested tabling the resolution for two weeks. Ms. Preston then asked a question about a concrete porch left over and asked Mr. Kappelman if he would be who she needed to see about that. President Smith answered by stating they would have Mr. Kappelman take a look at that, and later on in the agenda there would be a resolution they would table, at the pleasure of the council, and Mr. Kappelman would report back on if any action would need to take place in two weeks. President Smith closed the public hearing.

Photos of 108 Ray Avenue



Attachment: Photos of 108 Ray Ave (4513 : Public Hearing - Demolition - 108 Ray Avenue.)

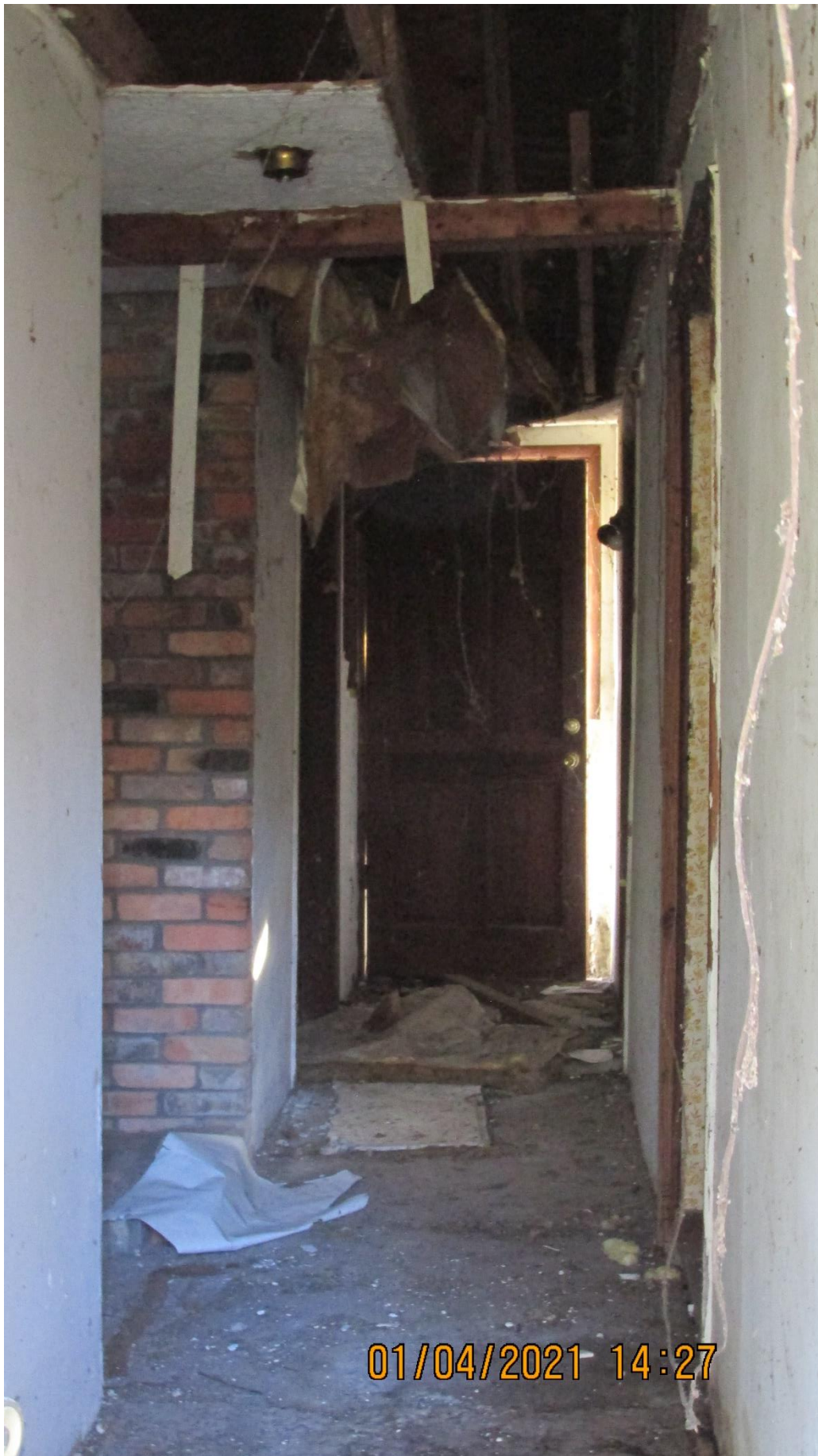


Attachment: Photos of 108 Ray Ave (4513 : Public Hearing - Demolition - 108 Ray Avenue.)



Attachment: Photos of 108 Ray Ave (4513 : Public Hearing - Demolition - 108 Ray Avenue.)









City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 060-21

Meeting: 04/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4603

Printer Maintenance - IT.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Printer Maintenance for the Information Technology Department; and

WHEREAS, Berney Office Solutions submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted contract;

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

1. That the contract be awarded to Berney Office Solutions on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Berney Office Solutions 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 _____, 2021.

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

ATTEST:

Russell A. Jones
City Clerk

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #21010 – We are asking the council to approve a contract for Printer Maintenance

FACTS:

- Bid opening date – 3/8/21
- User Department – Information Technology
- The bid was mailed to 6 vendors
- 3 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Berney Office Solutions on their low bid meeting specifications on an as needed basis.**

[illegible]



City Council
204 South 7th Street
Opelika, AL

ADOPTED

BIDS 061-21

Meeting: 04/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4605

Parks and Rec Management Software - IT.

RESOLUTION NO. _____

RESOLUTION ACCEPTING PROPOSAL SUBMITTED BY VERMONT SYSTEMS INC FOR PARKS AND RECREATION MANAGEMENT SOFTWARE

WHEREAS, the Parks and Recreation Department wishes to procure a comprehensive, web-based Recreation Management Software system which is capable of expansion to meet future needs.; and

WHEREAS, the City of Opelika, Alabama (the “City”) has therefore advertised for proposals for parks and recreation management software (bid #21006) in accordance with specifications on file in the office of the Purchasing/Revenue Manager; and

WHEREAS, on February 17, 2021, proposals were received from 6 vendors; and

WHEREAS, all proposals were evaluated based on a bid evaluation matrix including (a) meets objectives, (b) references, (c) additional features, (d) licensing and support, and (e) cost; and

WHEREAS, upon careful examination, validation and verification, the proposal of Vermont Systems, Inc., in the amount of \$26,160.00 per year was found to be the best, responsive proposal based on the specifications; and

WHEREAS, the Chief Technology Officer has recommended that the contract for the Recreation Management Software be awarded to Vermont Systems, Inc. based on its proposal; and

WHEREAS, as stated in section VI (Contract Period) of RFP 21006, proposals submitted shall be firm for a one-year period with the contract period commencing immediately upon award by the Opelika City Council; and

WHEREAS, the initial contract term will have the option to renew for five (5) additional one (1) year periods, one (1) year at a time; and

WHEREAS, the Chief Technology Officer has certified that funds for the contract are

available in the Capital Outlay budget.

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

1. That the proposal submitted by Vermont Systems, Inc. in the amount of \$26,160.00 per year for parks and recreation management software, a copy of which is attached, and marked at exhibit "A", be and the same is hereby approved, authorized, ratified, and confirmed.

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

3. That the compensation to be paid to Vermont Systems, Inc. shall come from the Capital Outlay budget and the Controller is 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 all necessary and appropriate purchase orders to implement this Resolution.

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

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

PRESIDENT OF THE CITY COUNCIL OF
OPELIKA, ALABAMA

ATTEST:

CITY CLERK

COMMENTS - Current Meeting:

Mr. Allen asked Ms. Finley if the amount being voted on was just for one year or a certain amount of years. Ms. Finley answered the contract is renewable so it for one year at a time.

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

EXHIBIT A

Parks and Rec Bids Score Sheet

	Available	CivicRec	BT Strategic	RecTrack	PerfectMind	Dawn Digital	Univerus
Meets Objectives	45	42	NA	45	42	42	40
References	10	10	8	10	5	8	10
Additional Features	15	10	NA	15	15	15	15
Licensing and support	5	5	NA	5	4	3	5
Cost	25	20	0	22	24	5	25
Total	100	87	8	97	90	73	95

Discussion Notes

Univerus - Rec trak most ready include updates
 Membership moval. Rec Trak explained the best
 League:

BT Strategic Bid to develop system, this was not what the bid asked for.
Civic Rec High Cost - not plan to move data - Silver sneakers issues
PerfectMind League management not included in the bid
Dawn Digital Develop System inside Salesforce
Univerus Strong bid, needs to develop all silver sneakers reports from scratch
RecTrak incumbent software - has already developed all reports needed and can easily move membership data



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 062-21

Meeting: 04/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4604

Andrews Rd at Unnamed Creek Precast Bridge Construction - ENG.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for the Andrews Rd. at Unnamed Creek Precast Bridge Construction for the Engineering Department; and

WHEREAS, Newell & Bush, Inc. submitted the lowest bid meeting specifications; and

WHEREAS, funding for this project will come the from the Lee County Road Maintenance fund;

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

1. That the contract be awarded to Newell & Bush, Inc. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Newell & Bush, Inc. in the total amount of \$458,458.58.
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 _____, 2021.

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

ATTEST:

Russell A. Jones
City Clerk

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

Council Meeting: 4/6/21

FACT SHEET

SUBJECT: Sealed Bid – Bid #21011 – We are asking the Council to approve a contract for the Andrews Rd. at Unnamed Creek Precast Bridge Construction

FACTS:

- Bid opening date – 3/30/21
- User Department – Engineering
- The bid was mailed to 5 vendors
- 2 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Newell & Bush, Inc. on their low bid meeting specifications in the amount of \$458,458.58.**

[illegible]



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 063-21

Meeting: 04/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4602

Opelika Power Substations 1,2,3, and 6 Control House Replacements Project - OPS.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited bids for a contract for the Opelika Power Substations 1,2,3, and 6 Control House Replacements Project for Opelika Power Services; and

WHEREAS, Sayers Construction, LLC was the lowest responsible bidder meeting specifications; and

WHEREAS, funds are budgeted from System Expansion & Upgrade;

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

1. That the contract be awarded to Sayers Construction, LLC on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Sayers Construction, LLC in the total amount of \$800,265.55.
3. That the Controller is 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 _____, 2021.

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

ATTEST:

Russell A. Jones
City Clerk

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #21008 – We are asking the council to approve a contract for the Opelika Power Substations 1,2,3, and 6 Control House Replacements Project

FACTS:

- Bid opening date – 3/22/21
- User Department – Power Services
- The bid was mailed to 14 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Sayers Construction, LLC on their low bid meeting specifications in the total amount of \$800,265.55.**

BID# 21008		DATE: 3/22/21	DEPT: OPS			14 VENDORS INVITED
DESCRIPTION: OPELIKA POWER SUBSTATIONS 1,2,3 AND 6 CONTROL						2 BIDS RECEIVED
HOUSE REPLACEMENTS PROJECT						
				ITEM 1: SUBSTATION 1		
				ITEM 2: SUBSTATION 2		
				ITEM 3: SUBSTATION 3		
				ITEM 4: SUBSTATION 6		
VENDOR		ITEM 1	ITEM 2	ITEM 3	ITEM 4	TOTAL
ATLANTIC ENGINEERING GROUP						
BEEHIVE CONSTRUCTION LLC						
CUSTOM ENGINEERING SOLUTIONS						
DONALD H ALLEN DEVELOPMENT INC						
INFRATECH CORPORATION						
INSTRUMENT TECHNICAL SERVICES INC						
JLD ENTERPRISES LLC						
MARABLE-PIRKLE INC						
MAYER ELECTRIC						
QUANTA SERVICES GROUP						
SERVICE ELECTRIC		\$ 190,268.46	\$ 190,268.46	\$ 237,631.18	\$ 190,818.46	\$ 808,986.56
STUART C IRBY/IRBY CONSTR CO						
UTILIPATH LLC						
WEBB UTILITIES & CONSTRUCTION LLC						
Sayers Construction, LLC		\$ 200,293.50	\$ 200,293.50	\$ 199,385.04	\$ 200,293.50	\$ 800,265.55

RESOLUTION NO. 064-21

Purchase - (624) Toter 96 Gal 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 \$34,010.87.
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



Contract # 041217-WQI

841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10186173

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 3/17/2021
 Expiration Date 3/30/2021
 Quote Number WQ-10186173
 Please Reference Quote Number on all
 Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	—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 (down), Stop Bar and Axle Factory Installed —Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$51.50	\$32,136.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$32,136.00
Shipping Terms	FOB Origin	Shipping	\$1,874.87
		Tax	\$0.00
		Grand Total	\$34,010.87

Additional Information

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

Attachment: 4-6-21 - (624) TOTER 96 GAL EVR II CARTS - SOURCEWELL CONTRACT 041217-WQI - CNCL PKT (064-21 : Purchase - (624) Toter



Contract # 041217-WQI

841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10186173

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: 4-6-21 - (624) Toter 96 GAL EVR II CARTS - SOURCEWELL CONTRACT 041217-WQI - CNCL PKT (064-21 : 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

Become a Member

Simply complete the [online application](#) or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

RESOLUTION NO. 065-21

Change Orders for Furniture Contracts Related to New Library - LIB.**RESOLUTION NO. _____****RESOLUTION APPROVING CHANGE ORDERS ON CONTRACTS RELATED TO NEW LIBRARY BUILDING AND ADJUSTING THE BUDGET THEREOF**

WHEREAS, the City Council (“Council”) of the City of Opelika, Alabama (the “City”) heretofore approved the development and construction of a new Library building to be located at 1100 Glenn Street, Opelika, Alabama (the “Project”); and

WHEREAS, on July 21, 2020 pursuant to Resolution No. 141-20, the City Council approved Exhibit “A “, which approved a purchase order to be issued to The Library Guy in the amount of \$501,463 for booking shelving/library furnishing; and

WHEREAS, on February 25, 2021 purchase order #2102260-00 was issued to The Library Furniture Guy/Mell Group LLC; and

WHEREAS, during the construction of the Project, it became apparent that purchase order #2102260-00 should have been issued to several State of Alabama contract approved vendors.

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

1. That the City Council does hereby approve that purchase order #210226-00 be cancelled and new purchase orders be issued to the following vendors:

- Estey Shelving in the amount of \$141,575.00 utilizing State of Alabama

contract #VC000052381

- The Worden Company in the amount of \$162,691.42 utilizing State of Alabama contract #MA 999 17000000147
- Palmieri in the amount of \$36,419.60 utilizing State of Alabama contract #MA 999 17000000142
- Carson's in the amount of \$52,365.00 utilizing State of Alabama contract #MA 999 17000000094
- Palmer Hamilton in the amount of \$6,490.50 utilizing State of Alabama contract #MA 999 17000000047
- Leland International in the amount of \$3,338.94 utilizing State of Alabama contract #MA 999 17000000047
- Aurora in the amount of \$6,650.79 utilizing State of Alabama contract #MA 999 17000000062
- KI Seating in the amount of \$11,162.96 utilizing State of Alabama contract #MA 999 17000000083
- Via Seating in the amount of \$59,441.80 utilizing State of Alabama contract #MA 999 17000000025
- Brodart in the amount of \$11,730.40 utilizing State of Alabama contract #MA 999 17000000059

2. That the Purchasing-Revenue Manager is hereby authorized and directed to issue appropriate purchase orders for each of the above-referenced change orders.

3. Any increases for the purchases will 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 this Resolution shall take effect upon its passage and adoption by the City Council.

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

C.E. “Eddie” Smith, Jr.

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

ATTEST:

Russell A. Jones

CITY CLERK



8465 Ledge Circle, Trussville AL 35173
205-877-3131

New Opelika Public Library Furniture Package

03/25/21

Estey Shelving ✓	\$141,575.00
Worden End Panels, Counters and Childrens	\$162,691.42 ✓
Palmieri Computer Labs	\$36,419.60 ✓
Carsons Booths / Banquetes	\$52,365.00 ✓
Teen PH	\$6,490.50 ✓
Teen Leland	\$3,338.94 ✓
Teen Aurora	\$6,650.79 ✓
KI Seating	\$11,162.96 ✓
Outdoor	\$59,441.80
Brodart	\$11,730.40
Signage	\$7,735.00

Total \$499,601.40

Quote #

Submitted By Chris Pizzuto

Authorized By: _____

Print Name: _____

Title: _____

Estimate includes Delivery and Installation

Estimate does not include any Taxes



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

Shelving

Project: Opelika Public Library Shelving

Date: March 25, 2021

Customer: Opelika Public Library

Rosanna McGinnis | Lathan Architects

Manufacturer: Tennsco / Estey Shelving

Assisting Dealer: The Library Furniture Guy

AL State Contract No.: VC000052381

email: Cproctor@Tennsco.Com

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	AL St. Dis.	Total	Contract Total
Sect A										
ES1	17	Estey	WA91100	Textured Grey	90" H 36" W Single Faced Cantilever Shelving with a 10" D Base and 10" D adjustable shelves	\$606.00	\$10,302.00	30%	\$424.20	\$7,211.10
ES2	46	Estey	WA72100	Textured Grey	78" H 36" W Double Faced Cantilever Shelving with a 20" D Base and 10" D adjustable shelves	\$832.00	\$38,272.00	30%	\$582.40	\$26,794.00
ES2a	1	Estey	WA721002	Textured Grey	78" H 24" W Double Faced Cantilever Shelving with a 20" D Base and 10" D adjustable shelves	\$1,040.00	\$1,040.00	30%	\$728.00	\$728.00
Sect B										
ES3	43	Estey	WA42100	Textured Grey	42" H 36" W Double Faced Cantilever Shelving with a 20" D Base and 10" D adjustable shelves	\$516.00	\$22,188.00	30%	\$361.20	\$15,531.00
ES3a	43	Estey	CTIB085	Textured Grey	8" d CANOPY BRACKETS FOR WOOD TOPS	\$16.00	\$688.00	30%	\$11.20	\$481.00
ES4	8	Estey	WA91100	Textured Grey	90" H 36" W Single Faced Cantilever Shelving with a 10" D Base and 10" D adjustable shelves	\$606.00	\$4,848.00	30%	\$424.20	\$3,393.00
Sect C										
ES5	20	Estey	WA1872082	Textured Grey	78" H 36" W Double Faced Cantilever Shelving with a 20" D Base and 8" D adjustable shelves	\$766.00	\$15,320.00	30%	\$536.20	\$10,724.00
Sect D										
ES6	12	Estey	WA72120	Textured Grey	78" H 36" W Double Faced Cantilever Shelving with a 24" D Base and 12" D adjustable shelves	\$927.00	\$11,124.00	30%	\$648.90	\$7,786.00
ES7	6	Estey	WA71120	Textured Grey	78" H 36" W Single Faced Cantilever Shelving with a 12" D Base and 12" D adjustable shelves	\$580.00	\$3,480.00	30%	\$406.00	\$2,436.00
ES8	6	Estey	WA711202	Textured Grey	78" H 24" W Single Faced Cantilever Shelving with a 12" D Base and 12" D adjustable shelves	\$725.00	\$4,350.00	30%	\$507.50	\$3,045.00
ES8a	1	Estey	SCF7812A	Textured Grey	Corner filler 78 X 12	\$426.00	\$426.00	30%	\$298.20	\$298.00
ES8b	3	Estey	DCF7812A	Textured Grey	Island filler 78 X 24 X 12	\$676.00	\$2,028.00	30%	\$473.20	\$1,419.00
Sect E										
ES9	7	Estey	WA71100	Textured Grey	78" H 36" W Single Faced Cantilever Shelving with a 10" D Base and 10" D adjustable shelves	\$544.00	\$3,808.00	30%	\$380.80	\$2,665.00
ES10	10	Estey	WA42100	Textured Grey	42" H 36" W Double Faced Cantilever Shelving with a 20" D Base and 10" D adjustable shelves	\$516.00	\$5,160.00	30%	\$361.20	\$3,611.00
E10a	10	Estey	CTIB085	Textured Grey	8" d CANOPY BRACKETS FOR WOOD TOPS	\$16.00	\$160.00	30%	\$11.20	\$111.00
Sect F										
ES11	6	Estey	WA61100	Textured Grey	66" H 36" W Single Faced Cantilever Shelving with a 10" D Base and 10" D adjustable shelves	\$479.00	\$2,874.00	30%	\$335.30	\$2,011.00
ES12	22	Estey	WA62100	Textured Grey	66" H 36" W Double Faced Cantilever Shelving with a 20" D Base and 10" D adjustable shelves	\$734.00	\$16,148.00	30%	\$513.80	\$11,303.00
Sect G										
ES13	16	Estey	W4536	Textured Grey	Color TBD Weld Frame 36w x 45h	\$161.00	\$2,576.00	30%	\$112.70	\$1,803.00
ES14	16	Estey	TBDA3624	Textured Grey	DF Adj Div Bse Asm 36w x 24d	\$282.00	\$4,512.00	30%	\$197.40	\$3,158.00
E14a	64	Estey	BDA3612A	Textured Grey	One Pc Div Sif Asm 35 375wx11d	\$101.00	\$6,464.00	30%	\$70.70	\$4,524.00
ES14b	14	Estey	W4536	Textured Grey	Weld Frame 36w x 45h	\$161.00	\$2,254.00	30%	\$112.70	\$1,577.00
ES14c	14	Estey	TBDA3612	Textured Grey	Color TBD SF Adj Div Bse Asm 36w x 12d	\$164.00	\$2,296.00	30%	\$114.80	\$1,607.00
Sect H										
ES16	28	Estey	BDA3612A	Textured Grey	One Pc Div Sif Asm 35 375wx11d	\$101.00	\$2,828.00	30%	\$70.70	\$1,979.00
E14a	14	Estey	WCLIP	Textured Grey	Wall Clip 3w x 2d x 1h	\$1.40	\$19.60	30%	\$0.98	\$13.00
ES14b	30	Estey	CTIB085	Textured Grey	08" Pair SF HPL Top Brkt Asm	\$16.00	\$480.00	30%	\$11.20	\$336.00
ES14c	6	Estey	W4536	Textured Grey	Weld Frame 36w x 45h	\$161.00	\$966.00	30%	\$112.70	\$676.00
ES14d	6	Estey	TBDA3612	Textured Grey	SF Adj Div Bse Asm 36w x 12d	\$164.00	\$984.00	30%	\$114.80	\$688.00
ES14e	12	Estey	BDA3612A	Textured Grey	One Pc Div Sif Asm 35 375wx11d	\$101.00	\$1,212.00	30%	\$70.70	\$848.00
ES14f	6	Estey	WCLIP	Textured Grey	Wall Clip 3w x 2d x 1	\$1.40	\$8.40	30%	\$0.98	\$5.00
ES14g	6	Estey	CTIB085	Textured Grey	08" Pair SF HPL Top Brkt Asm	\$16.00	\$96.00	30%	\$11.20	\$67.00
Sect I										
ES16	3	Estey	WP91120	Textured Grey	90" H 36" W Single Faced Cantilever Periodical Shelving with a 12" D Base and 6 pivoting display shelves	\$918.00	\$2,754.00	30%	\$642.60	\$1,927.00
Sect J										
ES17	13	Estey	WA71100	Textured Grey	78" H 36" W Single Faced Cantilever Shelving with a 10" D Base and 10" D adjustable shelves	\$544.00	\$7,072.00	30%	\$380.80	\$4,950.00
ES18	6	Estey	WA72100	Textured Grey	78" H 36" W Double Faced Cantilever Shelving with a 20" D Base and 10" D adjustable shelves	\$516.00	\$3,096.00	30%	\$361.20	\$2,167.00
ES14b	2	Estey	SCF7812A	Textured Grey	Corner filler 78 X 12	\$426.00	\$852.00	30%	\$298.20	\$596.00
Sect K										
ES19	4	Estey	WBDA41120	Textured Grey	42" H 36" W Single Faced Cantilever Divider Shelving with a 12" D Base and 12" D adjustable shelves	\$501.00	\$2,004.00	30%	\$350.70	\$1,402.00
misc										
ES20	1956	Estey	BSN9	Textured Grey	9" Book support	\$10.00	\$19,560.00	30%	\$7.00	\$13,692.00

Submitted By: Chris Pizzuto-President

Authorized: _____

Total List \$202,250.00 Contract Total \$141,575.00

Estimate C

Delivery and Installation is inclu

Taxes are not included



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

End Panels and Counter Tops

Project: Opelika Public Library Shelving

Date: March 25, 2021

Customer: Opelika Public Library

Rosanna McGinnis | Lathan Architects

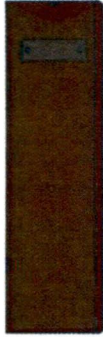
Assisting Dealer: The Library Furniture Guy

AL State Contract No. MA 999 17000000147

email: info@thelibraryfurnitureguy.com

Company: The Warden Company

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	Al St. Disc.	Total	Contract Total
------	-----	--------------	-------------	--------	------------------	------------	------------	--------------	-------	----------------



Adult 1



Adult 2



Adult 3



Teen 1



Children 1

Sect	QTY	MFG	Type	Finish	Description	List Price	Total List	Al St. Discount	Contract Price	Total Contract Price
Sect A ADULT										
ES1	2	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	Single Faced End Panel 90" H (End Panel Version 3) 91" H X 13"	\$2,186.00	\$4,372.00	28%	\$1,573.92	\$3,147.84
ES1A	10	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	Double Faced End Panel 78" H X 21.5" H (End Panel Version 1)	\$2,054.00	\$20,540.00	28%	\$1,478.88	\$14,788.80
ES1B	7	Worden	Adult 2	Edgeband - Colombian Walnut, Interior Neo Walnut, Starwall - Colombian Walnut, Black Slats	Custom Double Faced End Panel 78" H (End Panel Version 4 with Starwall) 91" H X 21.5"	\$2,186.00	\$15,302.00	28%	\$1,573.92	\$11,017.44
Sect B								28%		
ES3	24	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	44" H X 21.5" W (DF End Panel (End Panel Version 1))	\$1,623.00	\$38,952.00	28%	\$1,168.56	\$28,045.44
ES4	4	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	90" H SF End Panel (End Panel Version 1) 91" H X 13" W	\$2,215.00	\$8,860.00	28%	\$1,594.80	\$6,375.20
ES4a	3	Worden	SES Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	72" L/8" L X 20" W 5/8" Eased edge Counter top	\$520.00	\$1,560.00	28%	\$114.40	\$1,123.20
ES4b	5	Worden	SES Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	108" 3/16" L X 20" W 5/8" Eased edge Counter top	\$741.25	\$3,706.25	28%	\$533.70	\$2,668.50
ES4c	3	Worden	SES Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	144" 1/4" L X 20" W 5/8" Eased edge Counter top	\$1,052.50	\$3,157.50	28%	\$757.80	\$2,773.40
ES4d	2	Worden	SES Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	180" 5/16" L X 20" W 5/8" Eased edge Counter top	\$1,318.20	\$2,636.40	28%	\$949.10	\$1,898.21
Sect D										
ES6	3	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	79" H X 25.5" DF end panel (End Panel Version 1)	\$2,215.00	\$6,645.00	28%	\$1,594.80	\$4,784.40
ES7	2	Worden	Adult 3	Edgeband - Colombian Walnut, Interior Neo Walnut	78" H X 15" SF end panel (End Panel Version 1)	\$2,054.00	\$4,108.00	28%	\$1,478.88	\$2,957.76
Sect E TEEN										
ES9	2	Worden	Teen 1	Edgeband - Colombian Walnut, Interior Satin Stainless	78" H X 13" SF end panel (End Panel Version 1) with chemical	\$1,593.00	\$3,186.00	28%	\$1,146.96	\$2,293.92
ES10	6	Worden	Teen 2	Edgeband - Colombian Walnut, Interior Satin Stainless	42" H DF 21.5" W end Panel (End Panel Version 1) with chemical	\$1,871.25	\$11,227.50	28%	\$1,447.80	\$8,083.80
ES10a	1	Worden	SES Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	72" L/8" L X 20" W 5/8" Eased edge Counter top	\$520.00	\$520.00	28%	\$114.40	\$174.40
ES10b	1	Worden	SES Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	108" 3/16" L X 20" W 5/8" Eased edge Counter top	\$741.25	\$741.25	28%	\$533.70	\$533.70
ES10c	1	Worden	SES Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	180" 5/16" L X 20" W 5/8" Eased edge Counter top	\$1,318.20	\$1,318.20	28%	\$949.10	\$949.10
Sect F JUVENILE										
ES11	4	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	66" H X 21.5" DF End Panels (End Panel Version 1)	\$2,054.00	\$8,216.00	28%	\$1,478.88	\$5,915.52
ES11-A	1	Worden	Children 1	Edgeband - Colombian Walnut, Interior Neo Walnut, Starwall - Colombian Walnut, black slats	Custom 66" H X 21.5" DF End Panels (Children's version starwall) with starwall in basic shapes, one per end panel (Square)	\$2,403.75	\$2,403.75	28%	\$1,730.70	\$1,730.70
ES11-B	1	Worden	Children 1	Edgeband - Colombian Walnut, Interior Neo Walnut, Starwall - Colombian Walnut, black slats	Custom 66" H X 21.5" DF End Panels (Children's version starwall) with starwall in basic shapes, one per end panel (Circle)	\$2,403.75	\$2,403.75	28%	\$1,730.70	\$1,730.70
ES11-C	1	Worden	Children 1	Edgeband - Colombian Walnut, Interior Neo Walnut, Starwall - Colombian Walnut, black slats	Custom 66" H X 21.5" DF End Panels (Children's version starwall) with starwall in basic shapes, one per end panel (Triangle)	\$2,403.75	\$2,403.75	28%	\$1,730.70	\$1,730.70

ES11-0	1	Worden	Children 1	Edgeband - Colombian Walnut, Interior Neo Walnut, Slatwall Colombian Walnut, black slats	Custom 66" H X 21.5" DF End Panels (Children's version slatwall with slatwall in basic shapes, one per end panel (Rectangle))	\$2,403.75	\$2,403.75	28%	\$1,730.70	\$1,730.70
ES12	2	Worden	Adult 1 SF	Edgeband - Colombian Walnut, Interior Neo Walnut	66" H SF X 13" End Panels (End Panel Version 1)	\$2,116.00	\$4,232.00	28%	\$1,523.52	\$3,047.04
Sect G EARLY CHILD		Worden					\$0.00	28%	\$0.00	\$0.00
ES13	4	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	47-1/4" H X 25-1/2" W DF End Panel	\$1,517.00	\$6,068.00	28%	\$1,092.24	\$4,368.96
ES13	1	Worden	Children 1	Edgeband - Colombian Walnut, Interior Neo Walnut, Slatwall Colombian Walnut, black slats	Custom 47-1/4" H X 25-1/2" W DF End Panel (Children's version slatwall with slatwall in basic shapes, one per end panel (Square))	\$2,137.50	\$2,137.50	28%	\$1,539.00	\$1,539.00
ES13	1	Worden	Children 1	Edgeband - Colombian Walnut, Interior Neo Walnut, Slatwall Colombian Walnut, black slats	Custom 47-1/4" H X 25-1/2" W DF End Panel (Children's version slatwall with slatwall in basic shapes, one per end panel (Circle))	\$2,137.50	\$2,137.50	28%	\$1,539.00	\$1,539.00
ES13	1	Worden	Children 1	Edgeband - Colombian Walnut, Interior Neo Walnut, Slatwall Colombian Walnut, black slats	Custom 47-1/4" H X 25-1/2" W DF End Panel (Children's version slatwall with slatwall in basic shapes, one per end panel (Triangle))	\$2,137.50	\$2,137.50	28%	\$1,539.00	\$1,539.00
ES13	1	Worden	Children 1	Edgeband - Colombian Walnut, Interior Neo Walnut, Slatwall Colombian Walnut, black slats	Custom 47-1/4" H X 25-1/2" W DF End Panel (Children's version slatwall with slatwall in basic shapes, one per end panel (Rectangle))	\$2,137.50	\$2,137.50	28%	\$1,539.00	\$1,539.00
ES14	8	Worden	Adult 1 SF	Edgeband - Colombian Walnut, Interior Neo Walnut	47-1/4" H X 15-1/2" W SF End Panel (End Panel Version 1)	\$1,821.88	\$14,575.00	28%	\$1,111.75	\$10,494.00
G-ES14a	4	Worden	SE Counter DF	Edgeband - Colombian Walnut, HPL Colombian Walnut	344 1/4" L X 24" W	\$1,208.75	\$4,835.00	28%	\$870.30	\$3,881.20
G-ES14b/c	1	Worden	SE Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	18" 3/8" X 7' 4 3/8" Z 14" D Two part L SHAPED mitered counter	\$1,669.20	\$1,669.20	28%	\$1,201.82	\$1,201.82
G/H ES14c	2	Worden	SE Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	18 3/8" X 14" D Two counter	\$1,137.50	\$2,275.00	28%	\$819.00	\$1,638.00
Sect J Periodical		Worden					\$0.00	28%	\$0.00	\$0.00
ES16	2	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	90" H SF 15-1/2" end panel (End Panel Version 1)	\$2,215.00	\$4,430.00	28%	\$1,994.80	\$3,189.60
Sect K Bookstore		Worden					\$0.00	28%	\$0.00	\$0.00
ES17	2	Worden	Adult 3	Edgeband - Colombian Walnut, Interior Neo Walnut	Single Faced End Panel 79" H X 13-1/2" (End Panel Version 1)	\$1,054.00	\$2,108.00	28%	\$758.88	\$1,517.76
ES18	2	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	79" H X 21-1/2" DF end Panel (End Panel Version 1)	\$2,215.00	\$4,430.00	28%	\$1,994.80	\$3,189.60
ES18	2	Worden	Adult 2	Edgeband - Colombian Walnut, Interior Neo Walnut	79" H X 21-1/2" DF end Panel (End Panel Version 1) with slatwall	\$2,186.00	\$4,372.00	28%	\$1,573.92	\$3,147.84
Sect K		Worden					\$0.00	28%	\$0.00	\$0.00
ES19	2	Worden	Adult 1	Edgeband - Colombian Walnut, Interior Neo Walnut	44" H X 13-1/2" SF End Panel (End Panel Version 1)	\$1,432.00	\$2,864.00	28%	\$1,031.04	\$2,062.08
ES14c	1	Worden	SES Counter	Edgeband - Colombian Walnut, HPL Colombian Walnut	12 1/8" X 13" D 5/8" eased edge Counter top	\$624.00	\$624.00	28%	\$449.28	\$449.28
Ch1	2	Worden	MMTS1WD.4242 27	Legs, Match to Neo Walnut HPL Top and edge band Regimental Red (WA)	Square, HPL, PVC edge, wood leg, maple	\$1,279.00	\$2,558.00	28%	\$920.88	\$1,841.76
Ch2	2	Worden	MMTS1WD.4242 27	Legs, Match to Neo Walnut HPL Top and edge band Ocean (WA)	Square, HPL, PVC edge, wood leg, maple	\$1,279.00	\$2,558.00	28%	\$920.88	\$1,841.76
Ch3	8	Worden	MMCS1WD.18	Legs, Match to Neo Walnut HPL seat Regimental Red (WA)	Contour shape, wood legs, maple 18" seat height	\$679.00	\$5,432.00	28%	\$488.88	\$3,911.04
Ch4	8	Worden	MMCS1WD.18	Legs, Match to Neo Walnut HPL seat Ocean (WA)	Contour shape, wood legs, maple 18" seat height	\$679.00	\$5,432.00	28%	\$488.88	\$3,911.04
T8	5	Worden	InCharge Rocket Dot	Cup Contract, Top Rushmore Aquamarine Bottom Book Club Granite	Rockers Dots in Grade 3 Fabric	\$857.00	\$4,285.00	28%	\$617.04	\$3,085.20

Total List \$225,960.30

Contract	Total
	\$162,691.42
Estimate Only	

Submitted By: Chris Pizzuto, President
 Authorized: _____

Delivery and installation is included
 Taxes are not included



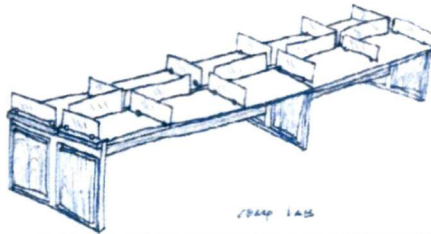
Project: Opelika Public Library Shelving
 Date: March 25, 2021
 Customer: Opelika Public Library
 Rosanna McGinnis | Lathan Architects
 Assisting Dealer: **The Library Furniture Guy**

8465 Ledge Circle
 Trussville, AL 35173
 ph: 205.877.3131

Computer Lab

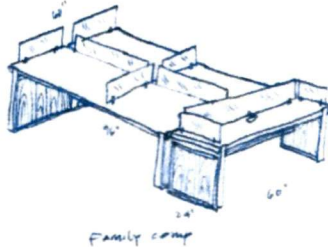
ST. Mark's Discount & Contract #
 Palmersville, SC 29574 MA 999 17000000147

Computer Lab Room 117



Item	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	AL St. Dis.	Total	Contract Total
CL1	2	Palmers	FX-CS6-SQ-PB-W	WilsonArt - Neo Walnut / Grey powdercoat paint / legs / Frosted acrylic panels	Flex Workstation, 6 Person, HP, Top, Square Wood Edge, Frosted Acrylic Dividers, Wood Panel Inserts Leg/Shelf: Metal Paint, Sparkle Silver, S11. Modify to Starter & Adder Tables c/w 14" high underside modesty back Top/Over all: Laminated, Wilsonart. 96" W x 60" D x 29" H Edges/Other: Wood Finish, Oak Stain	\$ 5,500.00	\$11,000.00	30%	\$3,850.00	\$7,700.00
CL2	2	Palmers	FX-CS4-SQ-PB-W	WilsonArt - Neo Walnut / Grey powdercoat paint / legs / Frosted acrylic panels	Flex(MOD) Workstation, 4 Person, HP, Top, Square Wood Edge, Frosted Acrylic Dividers, Wood Panel Inserts Leg/Shelf: Metal Paint, Sparkle Silver, S11 Modify to Starter & Adder Tables c/w 14" high underside modesty back Top/Over all: Laminated, Wilsonart. 72" W x 60" D x 29" H Edges/Other: Wood Finish, Oak Stain. Custom Finish Custom Size: Modify to: 48" deep x 72" wide x 29" high - Adders	\$4,500.00	\$9,000.00	30%	\$3,150.00	\$6,800.00
CL3	20	Palmers	PW-TMIC-30	WilsonArt - Neo Walnut / Grey powdercoat paint / legs / Frosted acrylic panels	Top Mount J Channel 30" Long	\$150.00	\$3,000.00	30%	\$210.00	\$2,100.00
CL4	24	Palmers	S-FA	WilsonArt - Neo Walnut / Grey powdercoat paint / legs / Frosted acrylic panels	Table Divider Screen, Frosted Acrylic - Small Modify to fit - Installs at sides and ends	\$ 365.00	\$8,760.00	30%	\$2,955.00	\$6,112.00
CL5	10	Palmers	EP-BT-4814	WilsonArt - Neo Walnut / Grey powdercoat paint / legs / Frosted acrylic panels	End Panel Top/Over all: Wood Finish, Oak Stain. 14" W x 0 3/4" D x 48" H Edges/Other: Wood Finish, Oak Stain. Other: Modify to: Modesty back panel - installs at underside of tables	\$330	\$3,300.00	30%	\$231.00	\$2,370.00

Family Computer Lab



FCL1	1	Palmieri	FR-356-SQ-PB-W	Wilsonart: Neo Walnut / Grey powdercoat paint / legs / Frosted acrylic panels	Flex table (MOD) Workstation: 6 Person: HPL Top: Square Mixed Edge: Frosted Acrylic Dividers: Wood Panel Insert 96" W x 60" D x 29" H Top/Overall: Laminate: Wilsonart Legs/Shell: Metal Panel: Square Tower: 111 Edge/Other: Wood Finish: Oak Stain Custom Size: Modify to: 27" high - (4) seating positions	\$ 5,531.00	\$5,531.00	30%	\$3,871.70	\$3,871.70
FCL2	1	Palmieri	FR-3060-SQ-PB-W	Wilsonart: Neo Walnut / Grey powdercoat paint / legs / Frosted acrylic panels	Flex Table (MOD) Rectangular Table: HPL Top: Square Mixed Edge: Wood Panel Insert 60" W x 30" D x 29" H Top/Overall: Laminate: Wilsonart Legs/Shell: Metal Panel: Square Tower: 111 Edge/Other: Wood Finish: Oak Stain Custom Size: Modify to: 27" deep x 60" wide x 27" high	\$ 3,510.00	\$3,510.00	30%	\$2,457.00	\$2,457.00
FCL3	5	Palmieri	P20-TTWM-29-83	tbid	Electrical PA-20 System: 1 Triplex Wire Manager 29" Long, 8 Wire - 3 Circuit 29" W x 4" D x 5.3/2" H	\$ 650.00	\$1,250.00	30%	\$455.00	\$2,275.00
FCL4	2	Palmieri	P20-SCPT-18-83	tbid	Electrical PA-20 System: Single Circuit Power Feed, 18" Tall, 8 Wire - 3 Circuit 2" W x 1" D x 18" H	\$ 571.00	\$1,042.00	30%	\$364.70	\$729.40
FCL5	6	Palmieri	S-FA	tbid	Accessories (MOD) Table Divider: Screen, Frosted Acrylic - Small 20" W x 8" H Custom Size: Modify to fit - installs at ends and ends	\$ 265.00	\$1,590.00	30%	\$185.50	\$1,113.00
FCL6	1	Palmieri	S-FA-L	tbid	Frosted Acrylic Screen, Larger 32" W x 8" H Custom Size: Modify to fit - installs at rear of 1/2" table	\$361.00	\$1,093.00	30%	\$252.70	\$758.30
FCL7	1	Palmieri	PW-63D	tbid	Grommet: 3" Diameter	\$ 109.00	\$109.00	30%	\$76.30	\$76.30
FCL8	3	Palmieri	EP-BT-4814	Wilsonart: Neo Walnut / Grey powdercoat paint / legs / Frosted acrylic panels	End Panel (MOD) Beta, S/F: 36" W x 14" H x 1/4" Th. with veneer faces, 1/4" Top/Overall: Wood Finish: Oak Stain 34" W x 0 3/4" D x 48" H Edge/Other: Wood Finish: Oak Stain Other: Modify to: Modesty back panel - installs at underside of tables	\$151.00	\$1,053.00	30%	\$245.70	\$717.10

Total
List \$51,998.00

Contract
Total \$36,419.60
Estimate Only

Submitted By: Chris Pizzuto, President
Authorized: _____

Delivery and Installation is included
Taxes are not included



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

Booths etc...

Carson's Contract 41% MA 999 17000000094

Project: Opelika Public Library Shelving
Date: March 25, 2021

Customer: Opelika Public Library
Rosanna McGinnis | Lathan Architects

Assisting Dealer: The Library Furniture Guy

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	Alt. St. Dis.	Total	Contract Total
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Childrens

Ch3	3	Carsons Contract	GM Cruise banquettes	Back: Culp Linette Platinum Seat Book Club Granite	GM Cruise 6' straight banquettes Fabric Included: 23yds plynth base, standard wood finish Fab Inc Outside backs uncovered style 48H, power source in each base wood cap on top, and end sides	\$4,750.00	\$14,250.00	41%	\$2,802.50	\$8,407.50
										
Ch4	1	Carsons Contract	GM Cruise Corner Chair banquettes	Back: Culp Linette Platinum Seat Book Club Granite	GM Cruise 6' straight banquettes Fabric Included: 23yds plynth base, standard wood finish Fab Inc Outside backs uncovered style 48H, power source in each base wood cap on top, and end sides	\$1,750.00	\$1,750.00	41%	\$1,032.50	\$1,032.50
										
Teen Rm 123										
T9	6	Carsons Contract	banquette brennan style	TBD	single Booths, some arranged back to back brennan style Fabric included, 3.75yds plynth base, standard wood finish w/36 d28 h48 privacy panel on back	\$ 2,250.00	\$13,500.00	28%	\$1,620.00	\$9,720.00
										
T10	5	Carsons Contract	D Table	TBD	flat, disc base D Table laminate top with pvc edge w/24 d36 Power at worksurface	\$ 1,500.00	\$7,500.00	28%	\$1,080.00	\$5,400.00
T11	6	Carsons Contract	banquette brennan style	TBD	single Booths, some arranged back to back brennan style Fabric included, 3.75yds plynth base, standard wood finish w/30 d28 h48 privacy panel on back	\$ 2,250.00	\$13,500.00	28%	\$1,620.00	\$9,720.00
										
T12	5	Carsons Contract	D Table	TBD	flat, disc base D Table laminate top with pvc edge w/30 d30 Power at worksurface	\$ 1,500.00	\$7,500.00	28%	\$1,080.00	\$5,400.00
T6	4	Carsons Contract	banquette brennan style	TBD	banquette Outside backs uncovered brennan style Fabric included, locking casters, ganging mechs Fab Inc 60W 28D 48H, power source in each base upholstered top and end caps	\$ 3,500.00	\$14,000.00	41%	\$2,065.00	\$8,260.00
										
T7	5	Carsons Contract	D Table	TBD	flat, disc base D Table laminate top with pvc edge w/24 d36	\$ 1,500.00	\$7,500.00	41%	\$885.00	\$4,425.00

Total
List \$16,000.00

Contract
Total \$52,365.00
Estimate Only

Submitted By: Chris Pizuto-President

Authorized: _____

Delivery and Installation is included

Taxes are not included



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

Teen Section

AL State Discount & Contract #

Palmer Hamilton 25% MA 999 17000000047

Project: Opelika Public Library Shelving

Date: March 25, 2021

Customer: Opelika Public Library

Rosanna McGinnis | Lathan Architects

Assisting Dealer: **The Library Furniture Guy**

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	AL St. Dis.	Total	Contract Total
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Teen Rm 122

T3	2	Palmer Hamilton	RALLY-42HW-3651-C		4- Rally Tables 36x51x42 with Butcher Block Tops and Casters. Frame Color- Black and Metallic Silver	\$ 4,327.00	\$8,654.00	25%	\$3,245.25	\$6,490.50
										

Total	
List	\$8,654.00

Contract	
Total	\$6,490.50

Estimate Only

Submitted By:

Chris Pizzuto-President

Authorized:

Delivery and Installation is included

Taxes are not included



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

Teen Section

AL State Discount & Contract #

Project: Opelika Public Library Shelving

Date: March 25, 2021

Customer: Opelika Public Library

Rosanna McGinnis | Lathan Architects

Assisting Dealer: **The Library Furniture Guy**

Leland International 34% MA 999 17000000047

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	AL St. Dis.	Total	Contract Total
Teen Rm 122										

T4	2	Leland International	BSG Fabric Grade J	Reliatrix, Twist, Bamboo	The organic shapes of a Beach Stone support a variety of seating postures permitting a range of informal collaborative settings. Beach Stones shapes are designed to compliment one another and nest together. W 32 D 24 H 31 SH 18	\$ 2,058.00	\$4,116.00	34%	\$1,358.28	\$2,716.56
										
T5	1	Leland International	BSK	White worksurface, walnut edgeband, Stirling Powdercoat base	Leah Occasional, a creative occasional table grouping, is inspired by the organic forms found in naturally occurring puddles after a rainfall. The design features options that are both free flowing and organic as well as more geometric. 22x22" Top 18" Base with textured paint finish on top	\$943	\$943.00	34%	\$622.38	\$622.38
										

Total List \$5,059.00

Contract Total \$3,338.94

Estimate Only

Submitted By:

Chris Pizzuto, President

Authorized:

Delivery and Installation is included

Taxes are not included



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

Teen Section

AL State Discount & Contract #

Aurora (Richards Wilcox) 6% MA 999 17000000062

Project: Opelika Public Library Shelving

Date: March 25, 2021

Customer: Opelika Public Library

Rosanna McGinnis | Lathan Architects

Assisting Dealer: **The Library Furniture Guy**

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	AL St. Dis.	Total	Contract Total
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Teen Rm 122

T13	1	Aurora Shelving	151520LKEA-2KL0012	Chisel	2DOOR KEY LOCK-2 TIER12 ELEC LOCK	\$ 1,160.00	\$1,160.00	26%	\$858.40	\$858.40
T14	3	Aurora Shelving	151520LK-2EL00	Chisel	2 DOOR ELEC LOCK 2 TIER ADDER	\$1,067.00	\$3,201.00	26%	\$789.58	\$2,368.74
T15	4	Aurora Shelving	151540LK-1EL00	Chisel	1 DOOR ELEC LOCK ADDER	\$712.00	\$2,848.00	26%	\$526.88	\$2,107.52
T16	2	Aurora Shelving	1540CLF00	Chisel	UPR CLD L,C/FLNGE,15X40.25	\$ 118.65	\$237.30	26%	\$87.80	\$175.60
T17	2	Aurora Shelving	1540LEP00	W/A Columbian Walnut	LAMINATE END PANEL,SPL COLOR	\$ 439.65	\$879.30	26%	\$325.34	\$650.68
T18	1	Aurora Shelving	4815LAMTOP	W/A Columbian Walnut	ASP LAM TOP, 48LX15D - 48.04" x 15", Front overhang: 0.5", Rear overhang: 0.5", Left overhang: 0.5", Right overhang: 0.5"	\$576.35	\$576.35	26%	\$426.50	\$426.50
T19	1	Aurora Shelving	1540OTF00	W/A Columbian Walnut	UPR,OPN T,C/FLNGE 15X40.25	\$85.60	\$85.60	26%	\$63.34	\$63.34

Total List	\$8,987.55
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Contract Total	\$6,650.79
Estimate Only	

Submitted By:

Chris Pizzuto-President

Authorized:

Delivery and Installation is included

Taxes are not included



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

Stack Chairs

AL State Document & Contract #
KJ 34% MA 999 17000000083

Project: Opelika Public Library Shelving
Date: March 25, 2021
Customer: Opelika Public Library
Rosanna McGinnis | Lathan Architects

Assisting Dealer: The Library Furniture Guy

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	AL St. Dis.	Total	Contract Total
Computer Chairs										
CL6	25	KI	DN2A00	Blue grey exterior shell Cool grey interior shell starlight silver metallic base	Product Options Base Model: DN2A00 Base Style: 4-leg with casters Shell Style: 2-tone poly Arm Style: armless Materials Base/Frame: flannel Poly Colors - Outer Shell: 7624 c Poly Colors - Inner Shell: warm grey	\$ 371.90	\$9,297.50	34%	\$344.86	\$6,321.50
										
CL7	1	KI	custom	tbd	Custom color			34%	\$500.00	\$500.00
Genealogy										
CL7	2	KI	DN3A00 PPR PCO CH	tbd	Product Options Base Model: Base Model DN3A00 PBL PCO CH DoniSled Base Shell Style: 2-Tone Poly Arm Style: Armless Quantity/height - poly 12 Chairs / 69" High	\$ 344.90	\$689.80	34%	\$227.04	\$454.08
										
Group Study										
CL7	10	KI	DN3A00 PPR PCO CH	tbd	Product Options Base Model: Base Model DN3A00 PBL PCO CH DoniSled Base Shell Style: 2-Tone Poly Arm Style: Armless Quantity/height - poly 12 Chairs / 69" High	\$ 344.90	\$3,449.00	34%	\$227.04	\$2,270.40
										
Teen										
T1	2	KI	ALLSNAU	two tone HPL, white hpl outside and Columbian Walnut inside with Lule Contract - Rushmore - Ocean vinyl seat	Four Leg Armless Cafe Stool - 30" Height • Solid or two-tone colored shell • Unlimited custom color matching • 17 degrees of hip articulation • Task, stack and lounge chair models available • 800 pound approved	\$ 697.00	\$1,394.00	34%	\$460.02	\$930.04
										
T2	1	KI	AH4R0642C	Chrome base and wood edgband, Columbian Walnut hpl work surface	Round Tables, 4" Columns, 42" H x 4" Column diameter • 42" Unit height • 32" Base diameter on 36" and 42" tables, Chrome base and wood edgband	\$ 1,959.00	\$1,959.00	34%	\$896.94	\$896.94
										

Total List \$6,193.00

Contract Total \$11,162.96
Estimate Only

Submitted By: Chris Payton, President
Authorized: _____

Delivery and Installation is included
Taxes are not included

Don't see vendor listed

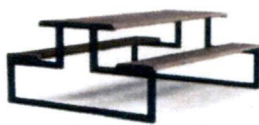


8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

Outdoor Furniture

AL State Discount & Contract #
Via Seating 45% MA 999 17000000025

Project: Opelika Public Library Shelving
Date: March 25, 2021
Customer: Opelika Public Library
Rosanna McGinnis | Lathan Architects
Assisting Dealer: **The Library Furniture Guy**

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	Al St. Dis.	Total	Contract Total
Patio										
OUT1	8	Via Seating	XCLUB-1-UT15	Light Grey	Club Chair	\$ 4,008.00	\$32,064.00	45%	\$2,204.40	\$17,635.20
										
OUT2	2	Via Seating	XCOUCH-8-UT15	Light Grey	Couch	\$9,478	\$18,956.00	45%	\$5,212.90	\$10,425.80
										
OUT3	2	Via Seating	XTV20-8-UT15	Light Grey	Sierra Table	\$3,328	\$6,656.00	45%	\$1,830.40	\$3,660.80
										
OUT4	8	Via Seating	TPN15-2-N	Light Grey, metal and Oak bench and table top	Tahoe Table This picnic table with backless seats features a heat transfer film natural ash wood grain effect on the seat and a hot-dip galvanized steel loop frame	\$6,300	\$50,400.00	45%	\$3,465.00	\$27,720.00
										

Total
List \$108,076.00

Contract
Total \$59,441.80
Estimate Only

Submitted By: Chris Pizzuto-President
Authorized: _____

Delivery and installation is included
Taxes are not included



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

Children's Section

Brodart 38% MA 999 17000000059

YES

Is this the ~~one~~ name of the vendor?

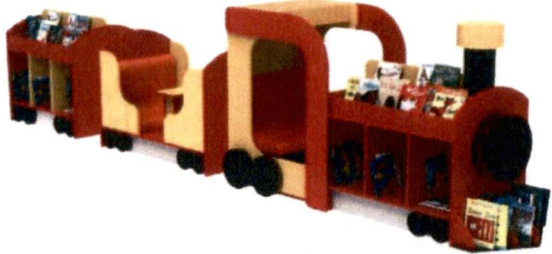
Project: Opelika Public Library Shelving

Date: March 25, 2021

Customer: Opelika Public Library

Rosanna McGinnis | Lathan Architects

Assisting Dealer: **The Library Furniture Guy**

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	List Price	Total List	Al. St. Dis.	Total	Contract Total
Ch5	1	Brodart	QXBTRNELAMS	red with grey accent	Train display unit 55" X 101" X 33"	\$8,920.00	\$8,920.00	38%	\$5,530.40	\$5,530.40
										
Ch6	2	Worden	QXBRTNCLAMS	red with grey accent	Train Browser bins	\$5,000.00	\$10,000.00	38%	\$3,100.00	\$6,200.00

Total
List \$18,920.00

Contract
Total \$11,730.40
Estimate Only

Submitted By:

Chris Pizzuto-President

Authorized:

Delivery and Installation is included

Taxes are not included



8465 Ledge Circle
Trussville, AL 35173
ph: 205.877.3131

End Panel Signage

The Library Furniture Guy

Project: Opelika Public Library Shelving
Date: March 25, 2021
Customer: Opelika Public Library
Rosanna McGinnis | Lathan Architects
Assisting Dealer: **The Library Furniture Guy**

*State of Alabama
Contract #*

Line	Qty	Manufacturer	Catalogue #	Finish	Item Description	Total	Contract Total
Patio							
OUT1	81	TLFG	Double Faced Sign	Clear acrylic - Chrome fasteners	Double faced end panel Sign	\$85.00	\$6,885.00
OUT1	10	TLFG	Single Faced Sign	Clear acrylic - Chrome fasteners	Double faced end panel Sign	\$85.00	\$850.00

Contract
Total \$7,735.00
Estimate Only

Submitted By: Chris Pizzuto-President
Authorized: _____

Delivery and installation is included
Taxes are not included

Purchase Order

Fiscal Year 2021

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS
 Purchase Order # **2102260-00**

 Municipality exempt from sales & excise tax.
 Sec 40-23-4(11) code of Alabama L975

B I L L T O
 CITY OF OPELIKA
 ACCOUNTS PAYABLE
 P.O. BOX 390
 OPELIKA, ALABAMA 36803-0390

V E N D O R
 THE MELL GROUP LLC
 8465 LEDGE CIRCLE
 TRUSSVILLE, AL 35173
 Email: CHRIS@TMGLLC.BIZ
S H I P T O
 MAYOR'S OFFICE
 CITY OF OPELIKA
 204 SOUTH 7TH STREET
 OPELIKA, AL 36801-4904

Requisition Number		Requisition Date	Requisition By		Account No.		Buyer	
21002708		02/25/2021	barrington		63-1104079		Jones, Lanorris	
Vendor Number	Date Ordered	Delivered By	Terms		Department/Location		Contract No.	
5025	02/25/2021	03/01/2021			Mayors Office			
Item#	Description/PartNo				QTY	UOM	Unit Price	Extended Price
	FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD							
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading							
1	Library Furniture: Resolution 141-20 Book Shelving/Library Furnishings The Furniture Guy				40,050.0	EACH	\$1.00	\$40,050.00
	0001-01-1003-450-455-020001-			\$40,050.00				
2	Library Furniture: Teen's & Teen's Stacks				48,698.0	EACH	\$1.00	\$48,698.00
	0001-01-1003-450-455-020001-			\$48,698.00				
3	Library Furniture: Teen Lockers				5,828.0	EACH	\$1.00	\$5,828.00
	0001-01-1003-450-455-020001-			\$5,828.00				
4	Library Furniture: Group Study				5,874.0	EACH	\$1.00	\$5,874.00
	0001-01-1003-450-455-020001-			\$5,874.00				
5	Library Furniture: Outdoor				55,857.0	EACH	\$1.00	\$55,857.00
	0001-01-1003-450-455-020001-			\$55,857.00				
6	Library Furniture: Shelving				117,169.0	EACH	\$1.00	\$117,169.00
	0001-01-1003-450-455-020001-			\$117,169.00				
7	Library Furniture: Shelving End Panels and Tops				170,900.0	EACH	\$1.00	\$170,900.00

By

 Purchasing Agent

INTERNAL COPY

**CONTINUED ON
NEXT PAGE**

Packet Pg. 77

Attachment: 4-6-21 - Library Resolution-Furniture Vendors - CNCL PKT (065-21 : Change Orders for Furniture Contracts Related to New Library -



CITY OF
OPELIKA
alabama

B I L L T O
CITY OF OPELIKA
ACCOUNTS PAYABLE
P.O. BOX 390
OPELIKA, ALABAMA 36803-0390

V E N D O R
THE MELL GROUP LLC
8465 LEDGE CIRCLE
TRUSSVILLE, AL 35173
Email: CHRIS@TMGLLC.BIZ

S H I P T O
MAYOR'S OFFICE
CITY OF OPELIKA
204 SOUTH 7TH STREET
OPELIKA, AL 36801-4904

Purchase Order

Fiscal Year 2021

Page: 2 of 2

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order # **210226000**

Municipality exempt from sales & excise tax.
Sec 40-23-4(11) code of Alabama L975

Requisition Number		Requisition Date		Requisition By		Account No.		Buyer			
21002708		02/25/2021		barrington		63-1104079		Jones, Lanorris			
Vendor Number		Date Ordered		Delivered By		Terms		Department/Location		Contract No.	
5025		02/25/2021		03/01/2021				Mayors Office			
Item#	Description/PartNo						QTY	UOM	Unit Price		Extended Price
	0001-01-1003-450-455-020001-						\$170,900.00				
8	Library Furniture: Children's						32,087.0	EACH	\$1.00		\$32,087.00
	0001-01-1003-450-455-020001-						\$32,087.00				
	***** GL SUMMARY *****										
	0001-01-1003-450-455-020001-						\$476,463.00				

By

Lillie Fuls
Purchasing Agent

INTERNAL COPY

Total Ext. Price
PO Total

\$476,463.00

Packet Pg. 78

Attachment: 4-6-21 - Library Resolution-Furniture Vendors - CNCL PKT (065-21 : Change Orders for Furniture Contracts Related to New Library

RESOLUTION NO. 141-20RESOLUTION APPROVING BUDGET FOR THE
NEW LIBRARY BUILDING

WHEREAS, the City of Opelika, Alabama, a municipal corporation organized under the laws of the State of Alabama (the "City") has determined that the City for general municipal purposes will develop and construct a new Library building to be located at 1100 Glenn Street, Opelika, Alabama (the "Project"); and

WHEREAS, the City Council previously authorized The Robins & Morton Group, as construction manager, to prepare a detailed budget for the Project with design plans acceptable to the City; and

WHEREAS, Robins & Morton has provided a detailed Project budget to the City which is acceptable to the City Council; and

WHEREAS, the City Council desires to adopt a total project budget, to include all costs associated with the design, construction and administration of the Project, including costs associated with the demolition of the existing building, whether such costs have been expended or will be expended in the future.

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

1. That the City Council does hereby approve a total project development budget for the Project in an amount not to exceed \$11,876,188.00.
2. That a copy of the approved project development budget is attached hereto and marked as Exhibit "A".
3. That all expenditures associated with the Project shall be paid from the Unassigned Fund Balance, and that the Controller is hereby authorized and directed to make all

necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue such purchase orders as may be necessary to carry out the provisions of this Resolution.

5. That the Mayor or his duly authorized representative is hereby authorized to approve for payment all invoices in accordance with the approved Project budget or as otherwise approved by the City Council.

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

ADOPTED AND APPROVED this the 21ST day of JULY, 2020.



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

ATTEST:



CITY CLERK

Exhibit A

#20026 Opelika Public Library

Opelika, AL

ROBINS & MORTON

BUILDING CONSTRUCTION:			
1	BP 1 General Works	Freeman & Associates	\$ 5,100,000 \$ 204.79
2	BP-2 Structural Steel	SteelFab	\$ 579,216 \$ 23.26
3	BP-3 Mechanical	Bradley Plumbing	\$ 1,201,000 \$ 48.23
4	BP-4 Electrical	Auburn Electric	\$ 1,570,000 \$ 63.04
5	SUBTOTAL - CONSTRUCTION:		\$ 8,450,216 \$ 339.31
FURNITURE, FIXTURES & EQUIPMENT:			
6	Furniture / Interior Furnishings	Alabama Office Supply	\$ 196,646 \$ 7.90
7	Book Shelving / Library Furnishings	The Library Furniture Guy	\$ 501,463 \$ 20.14
8	IT Equipment (Computers/Cables/Infrastructure)	CDW-G	\$ 79,573 \$ 3.20
9	IT Equipment (Computers/Laptops/Monitors)	DELL	\$ 51,400 \$ 2.06
10	SUBTOTAL - FF&E:		\$ 829,082 \$ 33.29
PROJECT SOFT COSTS:			
11	Design and Consulting Services	Lathan Architects	\$ 694,399 \$ 27.88
12	CM Preconstruction & Construction Services	Robins & Morton	\$ 1,479,980 \$ 59.43
13	Owner/Project Contingency	City of Opelika	\$ 422,511 \$ 16.97
14	SUBTOTAL - PROJECT SOFT COSTS:		\$ 2,596,890 \$ 104.28
15	TOTAL PROJECT COST:		\$ 11,876,188 \$ 476.88

RESOLUTION NO. 066-21

Request Refund of Occupational License Fees Paid in Error - Terry Breaux.

RESOLUTION NO. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of \$2,456.02 can be printed payable to Terry Breaux, 1449 Richland Rd Apt 9P, Auburn, AL 36832, for Occupational License Fees paid in error from 2018-2020.
- 3) That the City Clerk is hereby authorized to sign, and mail said check to the address as detailed in number 2 above.
- 4) That a copy of the Purchasing-Revenue Manager's recommendation is here to attached as Exhibit "A".

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

C.E. "EDDIE" SMITH, JR.

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

RUSSELL A. JONES
CITY CLERK

RESOLUTION NO. 067-21

Agreement with Envision for Phase V Renovation Project at South Side Center for the Arts -
ADMIN.

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF OPELIKA,
ALABAMA AND ENVISION OPELIKA FOUNDATION, INC., RELATING TO PHASE
V RENOVATION PROJECT FOR SOUTH SIDE CENTER FOR THE ARTS**

WHEREAS, the Alabama State Council On the Arts (the “Council”) collaborates with public institutions and non-profit entities to support the performing arts; and

WHEREAS, the Council’s Arts and Cultural Facilities Program assists arts organizations in building or renovating facilities and spaces used for arts activities; and

WHEREAS, the City of Opelika (the “City”) owns the South Side Center for the Arts (the “Facility”) located at 1103 Glenn Street in Opelika and leases said Facility to Envision Opelika Foundation, Inc., (“Envision Opelika”), a non-profit corporation; and

WHEREAS, the City and Envision Opelika desire to renovate two rooms with HVAC on the south wing of the Facility (the “Project”); and

WHEREAS, the estimated budget for the construction of the Project is \$120,000; and

WHEREAS, the City, as the owner of the Facility, is eligible to apply to the Alabama State Council On the Arts for an Arts and Cultural Facilities Planning, Designing and Construction Grant; and

WHEREAS, if said Grant is awarded to the City, the matching local share will be \$90,000; and

WHEREAS, Envision Opelika has agreed to pay the local matching share; and

WHEREAS, the City and Envision Opelika desire to enter into an agreement to provide for the submission of a grant application to the Alabama State Council On the Arts; and

WHEREAS, an Agreement between the City and Envision Opelika (hereinafter referred to as the “Agreement”) 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 Agreement to be entered into between the City and the Envision Opelika, a copy of which is attached hereto as Exhibit “A”, be and the same as hereby approved, authorized, ratified, and confirmed in the form substantially submitted to the City Council.

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

3. That the Mayor is hereby authorized to apply to The Alabama State Council On the Arts for a construction grant to complete the Project.

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 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, ALABAMA

ATTEST:

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA AND
ENVISION OPELIKA FOUNDATION, INC. RELATING TO PHASE V
RENOVATION FOR SOUTH SIDE CENTER FOR THE ARTS**

RECITALS

WHEREAS, the Alabama State Council On the Arts (the “Council”) collaborates with public institutions and non-profit entities to support the performing arts; and

WHEREAS, the Council’s Arts and Cultural Facilities Program assists arts organizations in building or renovating facilities and spaces used for arts activities; and

WHEREAS, the City of Opelika (the “City”) owns the South Side Center for the Arts (the “Facility”) located at 1103 Glenn Street in Opelika and leases said Facility to Envision Opelika Foundation, Inc., (“Envision Opelika”), a non-profit corporation; and

WHEREAS, the City and Envision Opelika desire to renovate two rooms with HVAC on the south wing of the Facility (the “Project”); and

WHEREAS, the estimated budget for the construction of the Project is \$120,000; and

WHEREAS, the City, as the owner of the Facility, is eligible to apply to the Alabama State Council On the Arts for an Arts and Cultural Facilities Planning, Designing and Construction Grant; and

WHEREAS, if said Grant is awarded to the City, the matching local share will be \$90,000; and

WHEREAS, Envision Opelika will attempt to raise the funds available to pay the local matching share.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and in consideration of the terms, conditions and covenants set forth below, the parties agree as follows:

1. The City shall apply to the Alabama State Council On the Arts for a construction grant to complete the Project.
2. The City and Envision Opelika will comply with all required grant management policies and procedures.
3. Any grant funds received by the City will be used only and exclusively to cover construction costs for the completion of the Project.

4. Envision Opelika shall pay all costs related to the construction of the Project, including any Project cost overruns.
5. To the extent that construction costs are incurred by Opelika Envision, payments from the grant program may be used to reimburse Opelika Envision for such costs.
6. This Agreement is the entire agreement of the parties on this subject and supersedes any prior discussions or agreements regarding the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement as of the dates below indicated.

CITY OF OPELIKA, ALABAMA

BY: _____
ITS MAYOR

DATE: _____

ATTEST:

CITY CLERK

ENVISION OPELIKA
FOUNDATION, INC.
A NON-PROFIT CORPORATION

BY: _____
ITS PRESIDENT

DATE: _____

ATTEST:

EXECUTIVE DIRECTOR

RESOLUTION NO. 068-21

Approve Arrangement Letter with Critical Insights Consulting, LLC - ADMIN.

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, 120 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 \$180,000.

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

RESOLUTION NO. 069-21

Approve Renewal of Existing Asphalt Resurfacing Contract with East Alabama Paving Co. -
ENG.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A ONE-YEAR RENEWAL OF EXISTING CONTRACT
WITH EAST ALABAMA PAVING CO., INC., FOR CITY-WIDE PAVING PROJECT**

WHEREAS, pursuant to Resolution No. 092-20, the City of Opelika, Alabama (the “City”) and East Alabama Paving Co., Inc., (the “Contractor”) entered into a contract dated June 4, 2020, for the 2020 City-Wide Asphalt Paving Project (the “Contract”); and

WHEREAS, pursuant to the Contract, compensation payable to the Contractor is based solely on unit price quotations and quantities of work; and

WHEREAS, the Contract provides that it terminates on April 1, 2021, but automatically renews for two (2) successive additional terms of one (1) year each unless cancelled by either party at the expiration of such initial or renewal term; and

WHEREAS, the City has budgeted general funds as well as Gas Tax funds for the annual resurfacing and roadway improvement program, which includes milling of existing asphalt and asphalt paving; and

WHEREAS, the City wishes to extend the Contract for an additional one-year term from April 1, 2021, to March 31, 2022, (the “Renewal”); and

WHEREAS, the City Council believes it is feasible, necessary and in the public interest for the Council to approve the Renewal.

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

1. That the City Council hereby approves the renewal of the Contract with East Alabama Paving Co., Inc., for the City-Wide Paving Project for an additional one-year term from

April 1, 2021 to March 31, 2022.

2. That the Mayor be, and he is hereby authorized and directed to execute all documents and to take all such actions as he may deem necessary and advisable in order to carry out and perform the purposes of this Resolution, the Contract and the Renewal, or to carry out the matters authorized herein.

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

4. In order to meet the City's financial obligation under the extended Contract, the City Council hereby authorizes the expenditure and payment from budgeted funds of up to \$800,000.

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

6. That this Resolution shall take effect immediately 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

CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2021 by and between **East Alabama Paving Inc.** (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

That the first party, for the consideration hereinafter fully set out hereby agrees with the second party as follows:

- 1) That the first party shall furnish all the materials and perform all of the Work in the manner and form as provided by the following enumerated Invitation for Bids, Instructions to Bidders, Proposal, General Conditions, Special Provisions, Detailed Specifications, Form of Contract, Form of Bond, Plans (Drawings) and Addenda, which are attached hereto and made a part hereof, as if fully contained herein:

City-Wide Asphalt Paving Project

- 2) That the first party shall commence the Work to be performed under this agreement on a date to be specified in a written order of the second party, and shall fully complete all work hereunder according to the following. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.
- 3) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

Approximately **Eight hundred thousand 00/100** dollars (\$ **800,000.00**), in accordance with the unit prices set forth in the Proposal.

- 4) On or before the fifteenth day of each calendar month, the second party shall make partial payments to the first party on the basis of a duly-certified and approved estimate of work performed during the preceding calendar month by the first party, less five percent (5%) of the contract amount of such estimate until fifty percent (50%) of the work in this Contract has been performed, which is to be retained by the second party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the second party.
- 5) Upon submission by the first party of evidence satisfactory to the second party that all pay-rolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.
- 6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the

second party may retain the sum of **\$240.00** per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Work within the time stipulated, and this sum is not a penalty, being the stipulated damage the second party will have sustained in the event of such default by the first party.

- 7) It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense, within five (5) days after the receipt of notice from the second party to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the second party. In such event, no further payment to the first party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the second party.
- 8) **Term.** The initial term of this Agreement is one year from April 1, 2021, up to and including March 31, 2022; provided, however, this Agreement shall automatically renew for two (2) successive additional terms of one (1) year each unless cancelled by either party at expiration of such initial or renewal term by providing written notice of said cancellation to the other party via certified mail at least sixty (60) days prior to the end of such initial or renewal term. During any renewal term, the terms, conditions and provisions of this Agreement shall remain in full force and effect.
- 9) **Compensation.** Compensation shall be based solely on unit price quotations and quantities of work. Unit price quotations shall be inserted in the applicable spaces in the bid form for each unit price described therein. Unit prices shall include all mobilization, labor, materials, tools, and equipment, all direct and indirect costs necessary to complete the item of work and shall include all overhead and profit. In the event the contract shall automatically renew, as provided herein, there shall be no change in unit prices and the per unit pricing during any renewal term shall be the same as that during the initial term.
- 10) **Retainage.** "Retainage" is defined as money earned and, therefore, belonging to the contractor (subject to final settlement of the Contract) which shall have been retained by the City upon condition of final completion and acceptance of work required by the contract documents. Retainage shall not be relied upon by the contractor (or surety) to cover or offset unearned monies attributable to uncompleted or uncorrected work.
 - I In making progress payments, the City shall withhold five percent (5%) from the amount of each payment as retainage until the acceptance of all work during the initial term or any renewal term. After retainage has been held for fifty percent (50%) of the estimated work during the initial term of any renewal term, no additional retainage will be withheld.

- II In the event the Contract shall automatically renew as provided herein, during the renewal term, the City shall retain five percent (5%) of the amount of each progress payment until the project work is fifty percent (50%) complete.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

City of Opelika, Alabama

(Owner)

(Contractor)

By: _____

By: _____

(Owner's Witness)

(Contractor's Witness)

OWNER'S SEAL

CONTRACTOR'S SEAL

RESOLUTION NO. 070-21

Approve Sign License Agreement with Insure With A Rose, Inc.

RESOLUTION NO. _____

**RESOLUTION APPROVING SIGN LICENSE AGREEMENT
WITH INSURE WITH A ROSE, INC.**

WHEREAS, Insure With a Rose, Inc., an Alabama corporation, (hereinafter referred to as “Licensee”) leases the real property located at of Lot 3D of Block 11, according to Totten’s Map of the City of Opelika, as more particularly described in Exhibit “A”; and

WHEREAS, the above-referenced leased property is further described as 209 South 8th Street; and

WHEREAS, the City of Opelika, Alabama (the “City”) is the owner of the breezeway as more particularly described in Exhibit “A”, and there is a party wall (hereinafter the “Party Wall”) as part of the original construction of the buildings placed on or near the common property line between the properties described above as shown on Exhibit “A”; and

WHEREAS, Licensee desires to affix a projecting sign to the Party Wall in accordance with the drawing attached hereto as Exhibit “B”; and

WHEREAS, the City is willing to grant to Licensee the privilege and permission to affix a projecting sign to the Party Wall, subject to certain terms and conditions of the attached Sign License Agreement; and

WHEREAS, a proposed Sign License Agreement was 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 as follows:

1. That the proposed Sign License Agreement (the “Agreement”) to be entered into between the City of Opelika, as Licensor, and Insure With a Rose, Inc., as Licensee, a copy of which is attached hereto and marked Exhibit “C”, 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.

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

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 Contract.

4. 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

SIGN LICENSE AGREEMENT

STATE OF ALABAMA

COUNTY OF LEE

THIS SIGN LICENSE AGREEMENT (hereinafter the “Agreement”) is hereby entered into at Opelika, Alabama, this the _____ day of April, 2021, by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, (hereinafter referred to as “Licensor”) and **INSURE WITH A ROSE, INC.**, an Alabama corporation (hereinafter referred to as “Licensee”).

WHEREAS, Hayley Investments, LLC (“Hayley”) is the owner of Lot 3D of Block 11, according to and as shown in Totten’s Map of the City of Opelika, as more particularly described in Exhibit “A”; and

WHEREAS, Hayley leases the building (209 S. 8th Street) and Lot 3D of Block 11 to Licensee; and

WHEREAS, Licensor is the owner of the breezeway as more particularly described in Exhibit “A”; and

WHEREAS, there is a party wall (hereinafter the “Party Wall”) as part of the original construction of the buildings placed on or near the common property line between the properties described above as shown on Exhibit “A”; and

WHEREAS, Licensee has requested the permission of Licensor to affix a projecting sign (hereinafter the “Sign”) to the Party Wall in accordance with the drawing attached hereto as Exhibit “B”; and

WHEREAS, the Licensor is willing to grant Licensee a License to affix, attach, erect, maintain and repair said sign, subject to the covenants and conditions contained herein.

NOW; THEREFORE, in consideration of the mutual covenants contained herein, Licensors and Licensee agree as follows:

1. **Grant of License.** Licensors hereby grants to Licensee the privilege and permission to affix, attach, erect and maintain a projecting sign to the Party Wall. The Sign will be located not less than eight feet above the finished surface of the sidewalk and shall comply with the minimum requirements of Section 9.8(21) of the Zoning Ordinance of the City of Opelika. The Licensee shall install and construct said Sign in accordance with the drawing attached hereto as Exhibit "B".

2. **Term.** This Agreement and the License granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

3. **Consideration.** The consideration to be paid by Licensee to the Licensors for the privilege granted by this Agreement shall be ten dollars (\$10.00), the receipt of which is hereby acknowledged by Licensors.

4. **Limited scope of License.** The License granted to Licensee is limited in scope to the construction, erection, installation, maintenance and repair to the Sign described above.

5. **Construction and Maintenance.** Licensee agrees that the Sign described herein shall be erected and maintained at all times in a safe, neat, sightly and good physical condition and in accordance with all requirements of the City of Opelika's building codes and zoning ordinance. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain the sign in good condition and in compliance with any applicable requirements of law. The Licensors shall be the sole judge of the quality of the construction and maintenance and, upon written notice of the Licensors stating in general terms how and in what

manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee fails to do so, then the Licensor shall have the right to perform such maintenance, the full and complete cost of which shall be borne by the Licensee. Licensee covenants and agrees to reimburse the Licensor its full cost and expense for any such maintenance.

6. **Compliance with law.** Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Sign and the Licensee's use of the Party Wall. Licensee agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to erect and maintain the Sign described herein.

7. **Removal of Sign upon termination.** On termination of this Agreement, Licensee shall remove the Sign from the Party Wall within thirty (30) days after termination of this Agreement. Upon removal of the sign and brackets from the Party Wall, and in the event of damage to the Wall, Licensee, with due diligence, agrees to immediately repair and restore the Wall (bricks and/or mortar) to substantially the same condition which existed prior to the damage.

8. **Indemnification.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold the Licensor, its elected officials, officers, employees and agents, harmless from and against any and all claims, loss or damage (including reasonable attorney's fees) based upon, arising from or connected in any manner with the following: (a) the use of the Party Wall by Licensee or Licensee's agents, contractors or employees; (b) the violation of Licensee or its agents, contractors or employees of any ordinance, law, rule, or regulation that may pertain to or apply to the Sign and the Licensee's use thereof; (c) any negligence or recklessness or intentional misconduct of Licensee or its agents, contractors or employees in

connection with the terms and conditions of this Agreement; or (d) the breach or default in performance by Licensee of any obligation, covenant, representation or warranty contained in this Agreement. The provisions contained in this paragraph shall survive any termination and/or expiration of this Agreement.

9. **Default; remedies.** If Licensee violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the Licenser shall have the right to seek such contractual or legal remedies as may be suitable for such violation or breach. In the event any legal action is brought by the Licenser for enforcement of any of the obligations of Licensee related to or arising from this Agreement, and the Licenser is the prevailing party in such action, the Licenser shall be entitled to recover from Licensee reasonable attorneys' fees.

10. **No joint venture or partnership.** This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

11. **No personal liability.** No official, officer, agent or employee of the Licenser shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

12. **Assignment.** Licensee shall not assign this Agreement or any interest thereunder or allow all or a portion of the Party Wall to be used by a third party without the prior written consent of Licenser.

13. **Time is of the essence.** Time is of the essence with respect to the terms and conditions of this License Agreement.

14. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

15. **Governing law.** This Agreement shall be subject to and governed by the laws of the State of Alabama. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in the Circuit Court of Lee County, Alabama.

16. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

**To City: Mayor Gary Fuller
City of Opelika
P.O. Box 390
Opelika, AL 36803**

**With copy to:
Planning Director
City of Opelika
700 Fox Trail
Opelika, AL 36801**

**To Licensee: 209 S. 8th Street
Opelika, AL 36801**

17. **Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

18. **Modification.** This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no

representations or warranties shall be binding upon the other party unless expressed in or writing herein or in a duly authorized and executed amendment hereof.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in the day and year first above written.

CITY OF OPELIKA, ALABAMA.

By: _____
GARY FULLER, MAYOR

ATTEST:

BY: _____
CITY CLERK

INSURE WITH A ROSE, INC.

BY: _____

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

GIVEN under my hand and official seal of office this the ____ day of April, 2021.

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 _____, whose name as _____ of INSURE WITH A ROSE, INC., is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of April, 2021.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

LANDLORD'S CONSENT

Hayley Investments, LLC, an Alabama limited liability company, here consents to the Sign License Agreement and grants to Insure With a Rose, Inc., permission to attach a projecting sign to the Party Wall, subject to the terms and conditions of the Sign License Agreement.

IN WITNESS WHEREOF, Landlord, Hayley Investments, LLC has executed this Consent Agreement on this the ____ day of April, 2021.

HAYLEY INVESTMENTS, LLC

KURT HAYLEY, MANAGING MEMBER

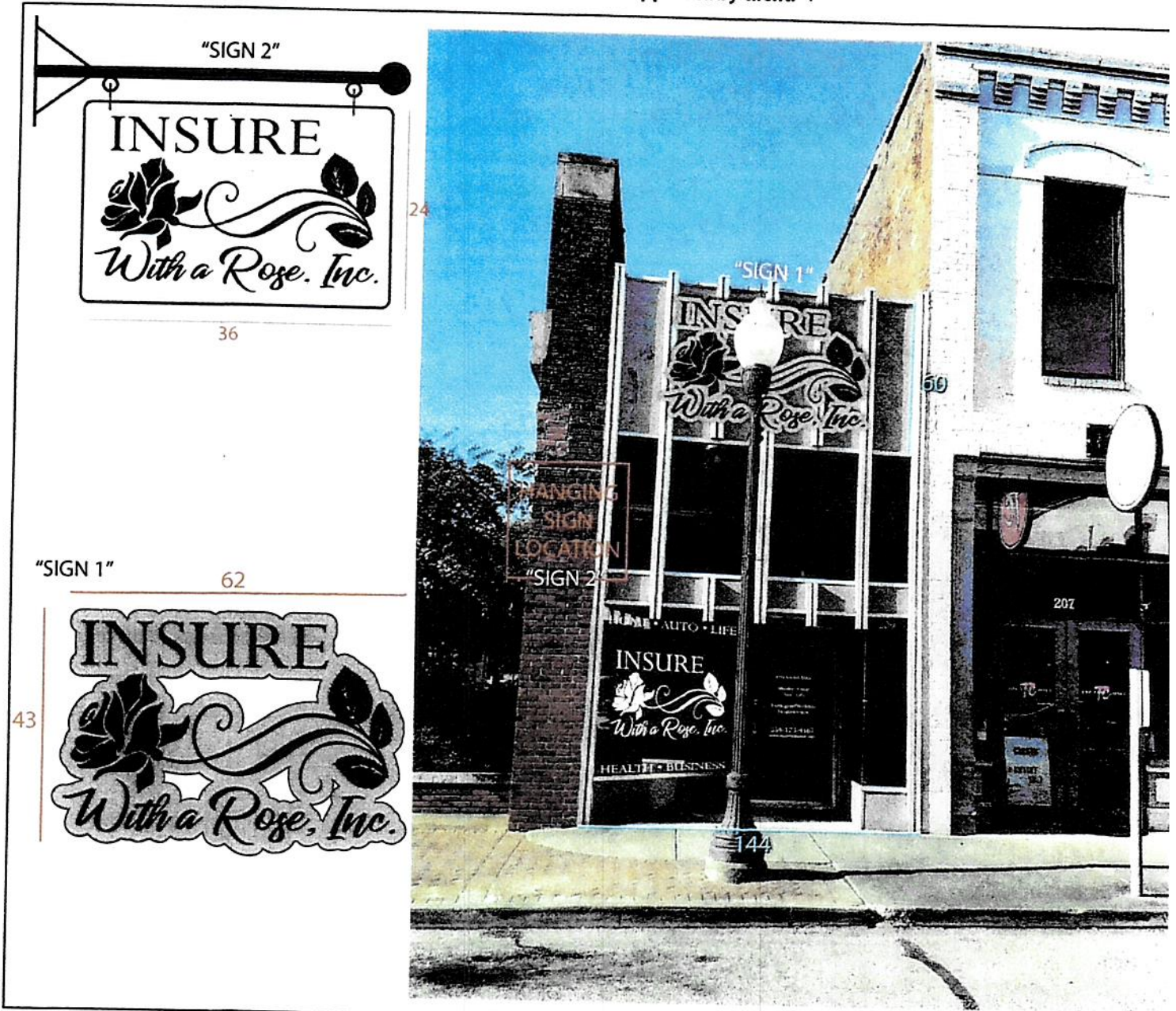
Attachment: Sign License Agreement (070-21 : Approve Sign License Agreement with Insure With A Rose, Inc.)

ART APPROVAL FORM | PLEASE READ ENTIRE PAGE

PROOF THIS ART VERY CAREFULLY
UPON APPROVAL THIS ART WILL BE PRINTED AS IS

If you have any questions regarding the art or how it will print on the requested item, **Please call or e-mail.** Client is responsible for correctness of image including but not limited to: spelling, numbers, colors, etc. Please note that colors may vary from what you see on screen. Exact Pantone color matches cannot be guaranteed. Although we try to make proofs as accurate as possible, exact sizes cannot always be correctly portrayed due to proportion and ratio differences. Actual finished product may vary slightly from what is viewed on this proof. **Sign Essentials is not responsible for mistakes on artwork that has been approved by client.**

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 at 334-203-1591 if further inquir
 are necessary.

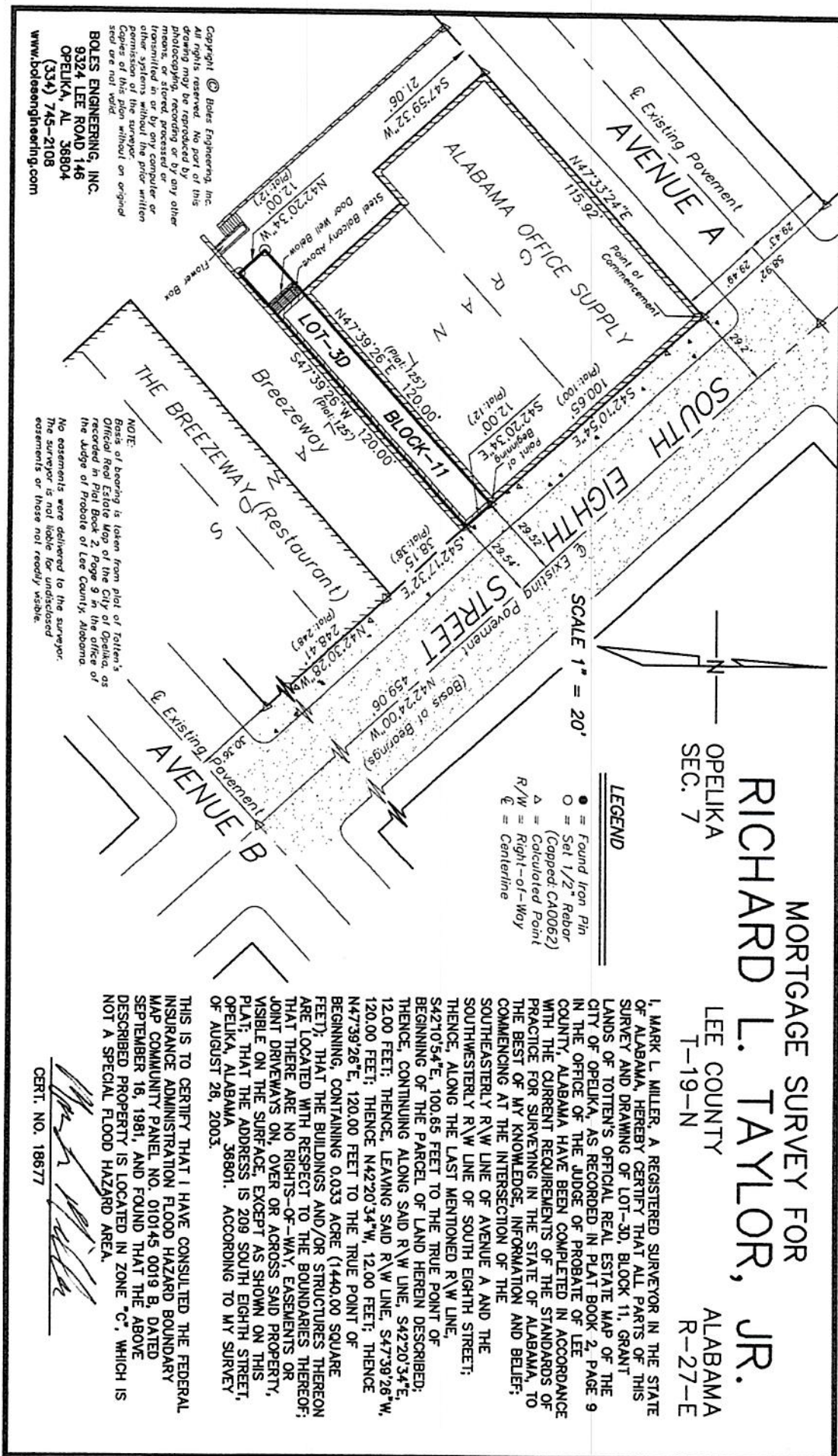


PLEASE check the box and
 sign ONLY if satisfied with
 the artwork as it appears
 on this page.

☐

I APPROVE THIS DESIGN AS IS. PLEASE PLACE MY ORDER WITHOUT CHANGES

SIGNATURE
DATE



I, MARK L. MILLER, A REGISTERED SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAINING OF LOT-3D, BLOCK 11, GRANT LANDS OF TOTTON'S OFFICIAL REAL ESTATE MAP OF THE CITY OF OPELIKA, AS RECORDED IN PLAT BOOK 2, PAGE 9 IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF; COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY R/W LINE OF AVENUE A AND THE SOUTHWESTERLY R/W LINE OF SOUTH EIGHTH STREET; THENCE, ALONG THE LAST MENTIONED R/W LINE, S42°10'54"E, 100.65 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE, CONTINUING ALONG SAID R/W LINE, S42°20'34"E, 12.00 FEET; THENCE, LEAVING SAID R/W LINE, S47°39'26"W, 12.00 FEET; THENCE N42°20'34"W, 12.00 FEET; THENCE N47°39'26"E, 120.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.033 ACRE (1440.00 SQUARE FEET); THAT THE BUILDINGS AND/OR STRUCTURES THEREON ARE LOCATED WITH RESPECT TO THE BOUNDARIES THEREOF; THAT THERE ARE NO RIGHTS-OF-WAY, EASEMENTS OR JOINT DRIVEWAYS ON, OVER OR ACROSS SAID PROPERTY, VISIBLE ON THE SURFACE, EXCEPT AS SHOWN ON THIS PLAT; THAT THE ADDRESS IS 209 SOUTH EIGHTH STREET, OPELIKA, ALABAMA 36801. ACCORDING TO MY SURVEY OF AUGUST 28, 2003.

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP COMMUNITY PANEL NO. 010145 0019 B, DATED SEPTEMBER 16, 1981, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE "C", WHICH IS NOT A SPECIAL FLOOD HAZARD AREA.

Mark L. Miller
CERT. NO. 18677

RESOLUTION NO. 085-21

Demolition - 108 Ray Avenue - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 108 RAY AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-08-3-000-064.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 108 Ray Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-3-000-064.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, John A. Harris, Robert Vaughn, Diane Harris Preston, George Harris, Lenell Harris, Donald Harris, Larry Harris, Javis Ramon Harris, Jacqueline Lorrain Harris, Calvin Eugene Crabb II, Tamara Michelle Young, Jeffery Allen Harris and Minnie P. Harris are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, John A. Harris and Robert Vaughn are the persons last assessing the subject property for state taxes; and

WHEREAS, East Alabama Medical Center is a lienholder of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to John A. Harris, 1505 Harper Street, Opelika, AL 36801; Robert Vaughn at 943 Waverly Ave, Albertville, AL 35950; Diane Harris Preston, 519 Velma Circle, Auburn, AL 36830; George Harris, 1202 Lowndes Street, Opelika, AL 36801; Lenell Harris, 41 Comanche Drive, Opelika, AL 36804; Donald Harris, 3611 Randall Drive, Lot #7, Opelika, AL 36801; Larry Harris, 108 Dover Street, Opelika, AL 36801; Jarvis Ramon Harris, 2908 East Point Way, Opelika, AL 36801; Jacqueline Lorrain Harris, 1505 Harper Street F, Opelika, AL 36801; Calvin Eugene Crabb II, 297 Lee Road 395, Auburn, AL 36830; Tamara Michelle Young, 607 Rustic Street, Opelika, AL 36801; Jeffery Allen Harris, Harris Funeral Home, 515 S. 6th Street, Opelika, AL 36801, 3309 Tifton Lane, Opelika, AL 36801, PO Box 2206, Opelika, AL 36803; Minnie P. Harris, 215 Vero Court, Opelika, AL 36801; and East Alabama Medical Center, 2000 Pepperell Parkway, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, April 6, 2021, at 7:00 p.m. in the Courtroom of the Opelika

Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the buildings located at 108 Ray Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, April 6, 2021, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 108 Ray Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 108 Ray Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-3-000-064.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lots 3A and 3B of Block 238, according to and as shown by Totten's Official

Real Estate Map of Opelika, Alabama, 1930. Said property fronting Ray Street in Opelika, Alabama.

Also being further described as Parcel Number 43-10-03-08-3-000-064.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

the amount of the assessment.

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

ADOPTED AND APPROVED this the _____ day of _____ 2021.

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

ATTEST:

CITY CLERK

Cc: John A. Harris
1505 Harper Street
Opelika, AL 36801

Robert Gilbert Vaughn
943 Waverly Ave.

Albertville, AL 35950

Diane Harris Preston

519 Velma Circle

Auburn, AL 36830

George Harris

1202 Lowndes Street

Opelika, AL 36801

Lenell Harris

41 Comanche Drive

Opelika, AL 36804

Donald Harris

3611 Randall Drive, Lot #7

Opelika, AL 36801

Larry Harris

108 Dover Street

Opelika, AL 36801

Javis Ramon Harris

2908 East Point Way

Opelika, AL 36804

Jacqueline Lorrain Harris

1505 Harper Street F

Opelika, AL 36801

Calvin Eugene Crabb II

297 Lee Road 395

Auburn, AL 36830

Tamara Michelle Young

607 Rustic Street

Opelika, AL 36801

Jeffery Allen Harris

Harris Funeral Home

515 S. 6th Street

Opelika, AL 36801

Jeffery Allen Harris

3309 Tifton Lane

Opelika, AL 36801

Jeffery Allen Harris

PO Box 2206

Opelika, AL 36803

Minnie P. Harris

215 Vero Court

Opelika, AL 36801

East Alabama Medical Center

Attn: Roben Casey, General Counsel

2000 Pepperell Parkway

Opelika, AL 36801

RESOLUTION NO. 071-21

Engagement Letter with Hand Arendall Harrison Sale.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH HAND ARENDALL
HARRISON SALE FOR PERFORMANCE OF PROFESSIONAL SERVICES
RELATING TO AFFIRMATIVE ACTION REPORTS; PROVIDING AND
ASSISTING THE CITY OF OPELIKA WITH ANALYSIS RELATING TO
EMPLOYMENT LEGAL ISSUES; REPRESENTING THE MAYOR AND
DEPARTMENT HEADS IN GRIEVANCE PROCEEDINGS AND REPRESENTING
THE CITY OF OPELIKA IN LITIGATION RELATING TO EMPLOYMENT ISSUES**

WHEREAS, Lisa Darnley Cooper and Windy Bitzer, members with the law firm of Hand Arendall Harrison Sale (“Hand Arendall”) possess the required skills and expertise in the area of employment law; and

WHEREAS, Hand Arendall has agreed to consult with the City of Opelika in connection with Affirmative Action, employment legal issues, grievance proceedings and litigation related to employment issues; and

WHEREAS, a proposed Engagement Letter to be entered into between the City and Hand Arendall 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 Engagement Letter.

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

1. That the proposed Engagement Letter between the City and Hand Arendall, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified

and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Engagement Letter.

2. That the Mayor is hereby authorized and directed to execute and deliver said Engagement Letter 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 Engagement Letter.

4. That all compensation and expenses payable to Hand Arendall, pursuant to the Engagement Letter shall be paid from the Unassigned Fund Balance.

5. That the Mayor and the Controller are hereby authorized and directed make all necessary budget and accounting entries to carry into effect the intent of this Resolution and the Engagement Letter.

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



Lisa Darnley Cooper
lcooper@handfirm.com
DIRECT 251 694 6266 / FAX 251 544 1609

March 19, 2021

VIA ELECTRONIC MAIL

Guy F. Gunter, III, City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803

Re: Engagement Letter – City of Opelika

Dear Mr. Gunter:

Thank you for requesting that the Firm represent City of Opelika with respect to assisting the City with affirmative action reports, providing and assisting the City with analysis relating to employment legal issues, representing the Mayor and department heads in grievance proceedings, and representing the City in litigation related to employment issues. This letter confirms the engagement of Hand Arendall Harrison Sale LLC and describes the basis upon which our Firm will provide legal services to you with respect to this matter.

Our services in all matters will be billed on an hourly basis as set forth below. These rates may change from year to year if and when our firm changes its rates across the board. For 2021, my standard rate will be billed at \$300.00 per hour, as well as Windy Bitzer. All other personnel who may work on this matter will be billed at their standard rates; however, I will get your approval prior to authorizing such work.

All expenses incurred in connection with this matter are the responsibility of the client. Expenses such as filing fees will normally be billed directly to you. Let us know if we need to direct our billing to your insurance carrier(s). Out-of-pocket expenses for such things as travel, deliveries, large postage, photocopies and computerized legal research that are not billed directly will be advanced by the Firm and submitted for reimbursement with our fee statements. We do not charge for long distance telephone calls or routine postage, and will incur no significant expense without first notifying you.

We will submit our fee and expense statements on a monthly basis. Our rates are established on the assumption of prompt payment, and we expect payment upon receipt. The Firm reserves the right to withdraw from further representation in the event of non-payment within thirty (30) days.

Please indicate your agreement by signing and returning this letter to me by email. My email address is listed above. If you disagree with anything in this letter, please let me know promptly.

Attachment: Exhibit A Hand Arendall (071-21 : Engagement Letter with Hand Arendall Harrison Sale.)

March 19, 2021
Page 2

We certainly appreciate the opportunity to represent the City of Opelika.

Very truly yours,



Lisa Darnley Cooper
For the Firm

LDC:keh

Agreed and Accepted:

CITY OF OPELIKA

By: _____
Gary Fuller, Mayor

Attachment: Exhibit A Hand Arendall (071-21 : Engagement Letter with Hand Arendall Harrison Sale.)

RESOLUTION NO. 072-21

Engagement Letter with Lanier Ford Shaver & Payne, P.C.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH
LANIER FORD SHAVER & PAYNE, P.C. FOR PROFESSIONAL SERVICES
RELATING TO SIGN APPLICATIONS

WHEREAS, David J. Canupp, a partner with the law firm of Lanier Ford Shaver & Payne P.C. (“Lanier Ford”) counsels public clients on a broad range of matters, including sign regulation and related First Amendment constitutional issues; and

WHEREAS, Lanier Ford has agreed to assist the City of Opelika in connection with the analysis of pending billboard sign applications and potential litigation related thereto; and

WHEREAS, a proposed Engagement Letter to be entered into between the City and Lanier Ford 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 Engagement Letter.

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

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

2. That the Mayor is hereby authorized and directed to execute and deliver said Engagement Letter 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 Engagement Letter.

4. That all compensation and expenses payable to Lanier Ford, pursuant to the Engagement Letter shall be paid from the Unassigned Fund Balance.

5. That the Mayor and the Controller are hereby authorized and directed make all necessary budget and accounting entries to carry into effect the intent of this Resolution and the Engagement Letter.

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



LANIER FORD SHAVER & PAYNE P.C.
Attorneys at Law
 2101 West Clinton Avenue, Suite 102 / 35805
 Mailing Address:
 Post Office Box 2087 - Huntsville, Alabama 35804

 256-535-1100 Office
 256-533-9322 Fax
 www.LanierFord.com

David J. Canupp
 djc@lanierford.com

March 18, 2021

Via Email Only to ggunter@opelika-al.gov

Mr. Guy F. Gunter, III Esq.
 City Attorney
 City of Opelika, Alabama
 204 South 7th Street
 Opelika, AL 36801

RE: Engagement for Performance of Professional Services

Dear Guy:

This letter, and the attached terms and conditions, will confirm your engagement of this firm's services for the purpose of providing assisting the City with analysis of 6 pending "billboard" sign applications and potential follow-on litigation related thereto. As we have previously discussed, our firm's services will be billed on an hourly basis. My hourly rate, and that of other shareholders in our firm, is \$225.00 per hour. The hourly rate for associate attorney work is \$195.00 and the rate for paralegal work is \$100.00 per hour.

Additional terms and conditions of this representation are set out in more detail in the enclosed Terms and Conditions document. If you find the terms of this representation satisfactory, please respond by either signing the consent section at page two of this letter and returning it to me, or sending me an e-mail indicating that you accept the terms provided herein. Such an acknowledgment and acceptance of the terms will provide me with the written consent from you that allows me to proceed with the representation.

I greatly appreciate the opportunity to assist you with your legal matters. If you have any questions or concerns whatsoever, please do not hesitate to give me a call.

Yours very truly,

LANIER FORD SHAVER & PAYNE P.C.

David J. Canupp

DJC/kc

Attachment: Engagement Letter (072-21 : Engagement Letter with Lanier Ford Shaver & Payne, P.C.)

March 18, 2021
Page 2

I hereby accept the terms and conditions of representation as outlined in the engagement letter provided to me and the appended Terms and Conditions document, and I authorize Lanier Ford Shaver & Payne, P.C. to commence the contemplated services.

Signature

Attachment: Engagement Letter (072-21 : Engagement Letter with Lanier Ford Shaver & Payne, P.C.)

EXHIBIT "A"**LANIER FORD SHAVER & PAYNE P.C.**
GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

The following outlines the general terms and conditions of Lanier Ford Shaver & Payne P.C.'s (the "Firm") engagement and representation of a client (the "Client"):

1. **Fees:** The time for which a Client will be charged is based on one-tenth hour (6 minute) increments, and will include, but will not necessarily be limited to, telephone and office conferences with the Client, the Client agents, employees and representatives, witnesses, other counsel, consultants, government personnel and others; conferences among Firm personnel; factual investigation; legal research; drafting and review of letters, memoranda, email, other forms of correspondence with appropriate parties or representation related to the matter, pleadings, briefs, contracts, conveyances, documents, instruments and other writings; reviewing files in preparation for proceedings or meetings; responding to the Client's requests to provide information to their auditors; responding to the Client's requests to provide other information, such as non-standard billing information or information required by the Client's procurement practices, third parties or parent organizations; travel time that would otherwise be available for productive work, but which cannot be so devoted because of the circumstances of travel; waiting time in court or in connection with administrative proceedings; and time in propounding or responding to interrogatories, preparing for and participating in depositions or other forms of discovery.
2. **Expenses:** In addition to fees for the Firm's legal services rendered, the Firm's bills will include allocable charges for actually incurred costs and expenses incurred in performing the Firm's legal services, such as photocopying, mail, messenger and delivery services, computerized research, travel (including mileage, parking, air or rail fare, lodging, meals, taxi or car rental), telephone, facsimile or data transmission, secretarial and support staff overtime (when necessitated by the Client's work), court costs and filing fees. Unless other arrangements are made, certain larger expenses (such as recordation fees and taxes, expert witnesses' fees, filing fees, and court reporters' charges) will be billed directly to the Client and will not be the Firm's responsibility. The Firm reserves the right to charge the Client for any bank fees associated with accepting credit or debit cards as a form of payment for fees, expenses, retainers or other such amounts collected from the Client.
3. **Estimates:** Although the Firm may from time to time respond to the Client's request for an estimate of the fees and/or expenses that will be involved in the engagement or a portion thereof, these estimates are inherently inexact and are subject to unforeseen contingencies and changed circumstances, and the Firm cannot be bound by such estimates except to the extent expressly set forth in writing.
4. **Bills:** The firm's policy is to render bills monthly. Statements generally will be

prepared and mailed to the Client during the month following the month in which services are rendered. The Client will pay statements within 30 days of receipt of the same. The Firm reserves the right to seek court approval to withdraw representation if billed amounts are not paid when due.

5. **Cooperation:** The Firm will provide legal counsel to the Client in accordance with the letter to which these terms and conditions are attached and in reliance upon information and guidance provided by the Client. To enable the Firm to represent the Client effectively, the Client agrees to cooperate fully with the Firm in all matters relating to the Client's case, and to fully and accurately disclose all facts and documents that may be relevant to the matter or that the Firm may otherwise request. The Client agrees to make an appropriate Client representative reasonably available to communicate with the Firm as needed, attend conferences, closings, meetings, hearings, discovery proceedings and other proceedings as may be necessary. It is understood that the Client is not relying on the Firm for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom the Client may be dealing unless otherwise specified in the letter confirming this engagement.

6. **Termination:** The Client has the right at any time to terminate the Firm's services and representation upon written notice to the Firm. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress at the time of termination, and to pay for all expenses incurred or committed to on behalf of the Client through the date of termination.

7. **Withdrawal:** The Firm reserves the right to seek court approval to withdraw the Firm from representation of the Client upon written notice to the Client if, among other things, the Client fails to honor the terms of the engagement letter, the Client fails to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance would render the Firm's continued relationship unlawful or unethical or would otherwise authorize such termination. If the Firm elects to withdraw, the Client agrees that the Client will take all steps necessary to free the Firm of any obligation to perform further, including the execution of any documents necessary to perfect the Firm's withdrawal, and the Firm will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the Client through the date of withdrawal. Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless the Firm and the Client have expressly agreed in writing to a continuation with respect to other matters.

8. **Conflicts:** The Firm has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. It is possible that, during the time the Firm is representing the Client's interests in the current matter for which the Firm has been engaged, the Client may become involved in transactions or disputes in which the Client's interests are adverse to those of one of the Firm's present or future clients. If such a conflict arises between the Client's interests and those of another

present or future Firm client, the Firm will apprise the Client of that fact and seek resolution including, but not limited to, withdrawal. However, the Firm reserves the right to continue to represent the Client and such other present or future Firm client separately in substantially unrelated matters, provided such representation does not and will not adversely affect the Firm's attorney-client relationship with either the Client or such other present or future Firm client. For this continued representation, the Firm will seek written approval from the client.

9. **Communications:** Unless otherwise directed by the Client in writing to the Firm, the Firm will communicate with the Client by telephone, written correspondence delivered by United States First Class mail and/or nationally recognized overnight delivery service, internet electronic mail and/or facsimile transmissions as the Firm deems appropriate. The Client acknowledges and understands that internet electronic mail is not secure and that the Client should avoid sending confidential or sensitive internet electronic mail correspondence unless the same are adequately encrypted. The Firm does have encryption capabilities and other technology services for transmitting confidential or sensitive material that may be used at the direction of the responsible attorney.

10. **Consent:** The Client's agreement to the engagement of the Firm as evidenced by the Client's signing of the foregoing engagement letter constitutes the client's acceptance of the foregoing terms and conditions.

11. **File Retention:** During the time that we represent you, we will create a file containing documents and other materials related to your matter. We will hold all of these materials for you during the time that your case is going on. When your case is over, we will notify you that it is time to pick up the contents of your file. It is your responsibility to make sure that you get your file if you want it. We encourage you to pick your file up when we notify you that it is ready, and to keep it for a reasonable period of time after your matter is over. After we send you the notice that your file is ready for pickup, we will keep it in our offices for sixty (60) days to give you the opportunity to pick it up at your convenience. If you decline the file, or fail to pick it up within sixty (60) days, we will place the file in storage for an appropriate length of time based on this agreement, the file materials category, the retention period based on matter type, and the Firm's retention policies. At the end of the retention period your file, if you have not claimed it, will be destroyed in accordance with our file destruction policies. You will not receive any notice that the retention period has run or that the file has been destroyed.

(plaintiff)



(/attorney/david-j-canupp)

Attorney

Shareholder

Download Bio. (/images/Attorneys/AttyBioPDFs/DavidJCanupp.pdf)

Attachment: Exhibit A (072-21 : Engagement Letter with Lanier Ford Shaver & Payne, P.C.)

 [Download vCard \(/images/Attorneys/vCards/DavidJCanupp.vcf\)](#)

 256-535-1100

 [Send Email](#)

Assistant

 Kelly Clayton

 256-713-2517

 [Email Kelly Clayton. \(mailto:kClayton@LanierFord.com\)](mailto:kClayton@LanierFord.com)

[David J. \(/attorney/david-j-canupp\)](#)
[Canupp \(/attorney/david-j-canupp\)](#)

Service Areas

[Employment Law \(/services/employment-law\)](#)

[Employment Litigation \(/services/employment-litigation\)](#)

[Employment Contracts \(/services/employment-contracts\)](#)

[Employment Discrimination \(/services/employment-discrimination\)](#)

[Local Governments & Municipalities \(/services/local-governments-municipalities\)](#)

[Civil Rights Litigation \(/services/civil-rights-litigation\)](#)

[Litigation & Dispute Resolution \(/services/litigation-dispute-resolution\)](#)

[Governmental Liability \(/services/governmental-liability\)](#)

[Appellate Practice \(/services/appellate-practice\)](#)

[Wage & Hour Law \(/services/wage-hour-law\)](#)

[OSHA Investigations \(/services/osha-investigations\)](#)

[Disaster Litigation \(/services/disaster-litigation\)](#)

Profile

Mr. Canupp is a shareholder in the firm and an adjunct professor of employment law at the University of Alabama in Huntsville. Mr. Canupp's practice focuses on complex civil litigation, with an emphasis on litigation in federal court, both at the trial and appellate levels. Among other areas of practice, Mr. Canupp frequently is engaged on issues of constitutional law; voting rights, civil rights, and police liability claims; and employment litigation. A former federal law clerk, he has been recognized repeatedly by the Best Lawyers in America, Super-Lawyers.com, Martindale-Hubbell, and the International Municipal Lawyers Association for his accomplishments in the foregoing fields.

Mr. Canupp's clientele is broad. He is panel counsel for numerous large insurance carriers. He has repeatedly represented Fortune 500 companies in disputes ranging from counterfeiting litigation to land-use litigation. He serves as outside counsel for a number of cities, counties, and other government entities and elected officials across the State of Alabama. He also represents government contractors, small

businesses, and individuals. Each client captures Mr. Canupp's attention, and each case presents a new opportunity for him to demonstrate his commitment and passion for vindicating the client's position in a court of law.

Mr. Canupp is equally comfortable trying cases before a jury and arguing cases on appeal. At the trial level, Mr. Canupp has recently tried two federal law enforcement liability cases before a jury, and won defense verdicts for law enforcement officers in both. He has likewise successfully obtained temporary and preliminary injunctive relief for clients on emergency issues in multiple cases. On the appellate level, he has repeatedly argued cases before the U.S. Eleventh Circuit Court of Appeals and the Alabama Supreme Court, and has been tapped to serve on an appellate "rapid response team" for certain critical cases designated by a major insurance carrier. As just one example, Mr. Canupp was retained by an insurance carrier to serve as appellate counsel after an insured had sustained an adverse judgment of nearly \$5,000,000 in the trial court; Mr. Canupp presented oral argument to the Alabama Supreme Court and prevailed, wiping out the entire judgment.

Mr. Canupp recognizes that out-of-court solutions are often in the client's best interest as well. Within the past several years, he secured a major settlement of an insurance dispute in favor of his client, a public entity. Acting on behalf of a high-level government employee who was terminated, he recently secured a settlement of an employment dispute that may be one of the largest in Alabama history.

Outside of the litigation context, Mr. Canupp provides guidance to governments in compliance with the First Amendment and collecting unpaid taxes. He assists employers in sexual harassment investigations, developing compliant employee handbooks, analyzing the proper classification of employees under the Fair Labor Standards Act. Finally, Mr. Canupp is frequently retained by both businesses and government agencies to provide guidance in complying with the accessibility requirements of the Americans With Disabilities Act (ADA).

Mr. Canupp also contributes to Lanier Ford's Third-Shift Employment Law Blog (<https://www.thirdshiftblog.com/blogger/david-j-canupp>).

Honors and Awards



- Recognized by *The Best Lawyers in America* since 2019, Mr. Canupp is listed in the areas of employment law (representing management) and appellate practice.
- SuperLawyers.com selected him as a Rising Star for 2018, 2019, and 2020 in the areas of employment litigation, constitutional law, civil rights, and state, local, and municipal law.
- Mr. Canupp (<http://www.martindale.com/David-J-Canupp/27671881-lawyer.htm>) is rated by Martindale-Hubbell as AV Preeminent®. (http://www.martindale.com/Products_and_Services/Peer_Review_Ratings.aspx)
- One of the top-40-under-40 litigation lawyers for 2014, as selected by the American Society of Legal Advocates (ASLA).
- One of the top-40-under-40 litigation lawyers in Alabama for 2015, as selected by the ASLA.

- Amicus Service Award from the International Municipal Lawyers Association, 2012. The award is given those attorneys who do exemplary work to protect and advance local government interests.

Representative Cases

Henderson v. McMurray and City of Huntsville ([/images/NewsPDFs/Henderson-v-McMurray--City-of-Huntsville-11th-Cir.pdf](#)), 2021 WL 438884 (11th Cir. Feb. 9, 2021)

Matthews v. Huntsville City Police Dept. ([/images/NewsPDFs/Matthews-v-Huntsville-Police-Dept.pdf](#)), 2020 WL 4593782 (N.D. Ala. Aug. 11, 2020).

Smith v. Morgan ([/images/NewsPDFs/Smith-v-Morgan.pdf](#)), 473 F.Supp. 3d 1266 (N.D. Ala. July 21, 2020).

Ingram v. Kubik ([/images/NewsPDFs/Ingram-v-Kubik.pdf](#)), 2020 WL 1235478 (N.D. Ala. Mar. 12, 2020).

Henderson v. McMurray and City of Huntsville ([/images/NewsPDFs/Henderson-v-McMurray--City-of-Huntsville.pdf](#)), 2020 WL 554230 (Feb. 4, 2020).

Welch v. City of Hartselle ([/images/NewsPDFs/Welch-v-Hartselle.pdf](#)), 423 F.Supp. 3d 1277 (N.D. Ala. 2019).

Zimmerman v. DealNews ([/images/NewsPDFs/Zimmerman-v-DealNews.pdf](#)), 295 So.3d 604 (Ala. 2019).

Alabama State Conference of the NAACP v. City of Pleasant Grove ([/images/NewsPDFs/NAACP-v-City-of-Pleasant-Grove.pdf](#)), 372 F.Supp.3d 1333 (N.D. Ala. 2019).

Roney v. City of Huntsville ([/images/NewsPDFs/Roney-v-Huntsville.pdf](#)), 2108 WL 6326483 (N.D. Ala. Dec. 4, 2018).

Nelson v. Lott ([/images/NewsPDFs/Nelson-v-Lott.pdf](#)), 330 F.Supp.3d 1314 (N.D. Ala. 2018).

Ex Parte Gilland ([/images/NewsPDFs/Ex-parte-Gilland.pdf](#)), 2018 WL 4657335 (Ala. Sept. 28, 2018).

Davis v. Madison County ([/images/NewsPDFs/Davis-v-Madison-County.pdf](#)), 2018 WL 3631707 (N.D. Ala. July 31, 2018).

Bey ex. rel. Jackson v. City of Madison, ([/images/NewsPDFs/Bey-ex-rel-Jackson-v-City-of-Madison.pdf](#)) 2018 WL 1509357 (N. D. Ala. Mar. 27, 2018)

Ex Parte City of Muscle Shoals, ([/images/NewsPDFs/Ex-parte-City-of-Muscle-Shoals.pdf](#)) 2018 WL 1025039 (Ala. Feb. 23, 2018).

Littleton v. Miller ([/images/NewsPDFs/Littleton-v-Miller-2017-12-06.pdf](#)), 2017 WL 6041942 (N.D. Ala. Dec. 6, 2017).

Wall v. City of Oneonta ([/images/NewsPDFs/Wall-v-City-of-Oneonta.pdf](#)), 2017 WL 4469334 (N.D. Ala. Oct. 6, 2017).

Parton v. Dorning ([/images/NewsPDFs/Parton-v-Dorning-11th-Cir.pdf](#)), 698 Fed.Appx. 580 (11th Cir. 2017).

Ransom v. Sherman ([/images/NewsPDFs/Ransom-v-Sherman-2017-09-06.pdf](#)), 697 Fed.Appx. 638 (11th Cir. Sept. 6, 2017).

Littleton v. Miller (/images/NewsPDFs/Littleton-v-Miller-2017-05-17.pdf), 2017 WL 2172063 (N.D. Ala. May 17, 2017).

Patel v. City of Madison (/images/NewsPDFs/Patel-v-City-of-Madison.pdf), 2017 WL 432465 (N.D. Ala. Feb. 1, 2017).

Bagwell v. Morgan County Commission (/images/NewsPDFs/Bagwell-v-Morgan-Co-Comm.pdf), 676 Fed.Appx. 863 (11th Cir. January 18, 2017).

Fuqua v. Hess (/images/NewsPDFs/Fuqua-v-Hess.pdf), 2017 WL 192760 (N.D. Ala. Jan. 18, 2017).

Holden v. City of Sheffield (/images/NewsPDFs/Holden-v-City-of-Sheffield.pdf), 2017 WL 34848 (N.D. Ala. Jan. 4, 2017).

McClure v. Oasis Outsourcing II, Inc. (/images/NewsPDFs/McClure-v-Oasis-Outsourcing-II-Inc.pdf), 2016 WL 7473780 (11th Cir. Dec. 29, 2016).

M&N Materials, Inc., v. Town of Gurley (/images/NewsPDFs/federal-court-decision-gurley-alabama-quarry-case.pdf), No. 5:14-CV-00184-CLS (N.D. Ala. Nov. 13, 2015).

McBay v. City of Decatur, 2014 WL 1513344 (N.D. Ala. 2014).

Morris v. Town of Lexington, Alabama, 748 F.3d 1316 (11th Cir. 2014).

Town of Gurley v. M & N Materials, Inc., 143 So. 3d 1 (Ala. 2013).

Franklin v. Curry, 738 F.3d 1246 (11th Cir. 2013).

Noles v. City of Guntersville, 551 Fed. Appx. 497 (11th Cir. 2013).

Benefield v. City of Albertville, 2013 WL 28051 (N.D. Ala. 2013).

Wood v. City of Albertville, 2013 WL 6839598 (N.D. Ala. 2013).

Pell v. Tidwell, 139 So.3d 165 (Ala. Civ. App. 2013).

Mason v. City of Huntsville, 2012 WL 4815518 (N.D. Ala. 2012).

Blackwood v. Arc of Madison County, Inc., 2012 WL 5932451 (N.D. Ala. 2012).

Thompson v. City of Muscle Shoals, 2012 WL 4815466 (N.D. Ala. 2012).

Vaughn v. Nacco Materials Handling Group, Inc., 440 Fed.Appx. 821 (11th Cir. 2011).

Publications

- "The Working Families Flexibility Act of 2017: Will Congress Bring Comp Time to the Private Sector?" (/images/NewsPDFs/Working-Families-Flexibility-Act.pdf), *Alabama Defense Lawyers Association Journal*, Fall 2017, with J. Bradley Emmons.
- "Could the Door Be Closing on the Notorious 'Beyond Authority' Exception to Cranman Immunity in Alabama?" (/images/NewsPDFs/Beyond-Authority-Exception-to-Cranman-Immunity.pdf), *Alabama Defense Lawyers Association Journal*, Spring 2017 (with George W. Royer).

- "Coping With New Overtime Rules (<http://www.businessalabama.com/Business-Alabama/October-2016/Coping-with-New-Overtime-Rules/>)", published in the online edition of *Business Alabama* (October 2016).
- "Regulatory Takings: Claims Under the Alabama Constitution Following (/images/NewsPDFs/regulatory_takings.pdf) *Town of Gurley v. M&N Materials, Inc.*" (/images/NewsPDFs/regulatory_takings.pdf) *Alabama Lawyer*, January 2015 (with George W. Royer).
- "Immigration and the Law: Will the New Alabama Immigration Law Result in a Loss of Federal Funding to Alabama Schools?" *Alabama School Boards* (fall 2011), published by the Alabama Association of School Boards.
- "U.S. Supreme Court to Consider Whether Plaintiffs' Lawyers Are Entitled to 'Just a Little Bit More' for Exception Performance in Fee-Shifting Cases," *Government Liability* (May 20, 2009), with George W. Royer, Jr., published by the Defense Research Institute.
- "College Student Voting: A New Prescription for an Old Ailment," *Syracuse Law Review* (2005), cited in *Dupree v. Hiraga*, 121 Haw. 297, 318; 219 P.3d 1084, 1105 (2009).

CLE Courses

Mr. Canupp has presented the following continuing legal education (CLE) seminars:

- Employer Response to the COVID-19 Crisis (</images/NewsPDFs/Responding-to-COVID-19-Pandemic-PPT.pdf>), CLE Alabama and the University of Alabama School of Law, April 1, 2020.
- The Families First Coronavirus Response Act, Legal Services of Alabama, March 27, 2020.
- Federal Abstention Doctrines (</images/NewsPDFs/Federal-Abstention-Doctrines.pdf>), Alabama Municipal Insurance Corporation, March 25, 2020.
- Employment Law Update (</images/NewsPDFs/Employment-Law-Update-2019-05-11.pdf>), Legal Issues Facing City and County Governments Seminar, CLE Alabama and the University of Alabama School of Law, May 11, 2019.
- Employment Law Update for City and County Governments (</images/NewsPDFs/Employment-Law-Update-2018-05-01.pdf>), City and County Government Seminar, CLE Alabama, May 1, 2018.
- Public Employment Issues in Alabama Courts (</images/NewsPDFs/Public-Employment-Issues-in-Alabama-Courts.pdf>), Annual Meeting of Alabama Defense Lawyers Association, Orange Beach, Alabama, June 21-24, 2017.
- Employment Law Update for City and County Governments (</images/NewsPDFs/Employment-Law-Update-Orange-Beach-2017.pdf>), City and County Government Seminar, CLE Alabama, May 6, 2017.
- ADA Accessibility Issues in Government Buildings (</images/NewsPDFs/2014-City-County-Government-ADA-Presentation.pdf>), City and County Government Seminar, CLE Alabama, April 26, 2014.
- Municipal Control Over City Courts and Consequences of Privatization of Municipal Services, Alabama Municipal Insurance Corporation (AMIC) Defense Panel Roundtable CLE, October 2013.
- Immigration Law Compliance: Discrimination, E-Verify, I-9 Audits, and the Impact of the New Alabama Immigration Bill, Sterling Education Services, February 2012 and August 2013.
- Americans with Disabilities Act Update, Last-Chance Seminar, Huntsville-Madison County Bar Association, December 2008.

Presentations

- Tales from an Employment Lawyer: Scary Employment Law Situations (</images/NewsPDFs/Scary-Employment-Law-Developments-2020-10-28.pdf>), North Alabama Chapter of the Society for Human

- Resource Management (NASHRM), October 29, 2020. Tales from an Employment Lawyer: Scary Employment Law Situations, North Alabama Chapter of the Society for Human Resource Management (NASHRM), October 28, 2020.
- Responding to the COVID-19 Pandemic: Guidance for Employers, Ask-the-Experts Zoom Seminar sponsored by the Huntsville-Madison County Chamber of Commerce, June 1, 2020.
- Contracts for Insurance Adjusters, Alabama Property and Casualty Adjusters Association, Madison, Alabama, July 10, 2019.
- New Overtime Rules (/images/NewsPDFs/New-Overtime-Rules.pdf), Lanier Ford Tax Developments 2016, July 2016 (continuing professional education for certified public accountants).
- Avoiding Wage and Hour Violations (/images/NewsPDFs/Avoiding-Wage-Hour-Violations.pdf), Employment Law Seminar, National Business Institute, Huntsville, Alabama, November 17, 2015.
- The Payoff to Being a Great Place To Work (/images/NewsPDFs/best-places-to-work.pdf), Huntsville-Madison County Chamber of Commerce, November 4, 2015.
- The Disability Blues (/images/NewsPDFs/disability_blues.pdf), Alabama Municipal Insurance Corporation Roundtable, Birmingham, Alabama, October 28, 2015.
- Employment Law Update 2014 (/images/NewsPDFs/employment_law_update.pdf), 19th Annual Human Resource Management Conference, Shoals Chapter Society of Human Resources Management (SHRM), Muscle Shoals, Alabama, June 12, 2014.
- ADA Accessibility Guidelines: Are You in Compliance?, Lanier Ford Lunch & Learn, December 2012.
- Immigration Law Compliance for Employers, Lanier Ford Tax Developments 2012, July 2012 (continuing professional education for certified public accountants).

Professional Affiliations

- American Bar Association
- Alabama Bar Association
- Huntsville-Madison County Bar Association

Education

- J.D., summa cum laude, 2006, Syracuse University College of Law, Syracuse, NY
Order of the Coif
Lead Articles Editor, *Syracuse Law Review*
Moot Court Honor Society
Justinian Honor Society
Best Brief, Mackenzle-Lewis Appellate Advocacy Competition
- B.A., cum laude, 2003, University of Alabama, Tuscaloosa, AL
University of Alabama "Million Dollar" Band
Phi Alpha Delta
Sigma Tau Delta
Pi Sigma Alpha

Bar Admissions

Alabama, 2006

Court Admissions

- U.S. Supreme Court
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Courts
 - Northern District of Alabama
 - Middle District of Alabama
 - Southern District of Alabama
- All Alabama State Courts

Community Involvement

- Member, Board of Directors, Mental Health Association of Madison County
- Member, Board of Directors, Big Brothers Big Sisters of North Alabama, 2009

Other Experience

- Member, Board of Trustees, Eleventh Circuit Historical Society, 2021-present.
- Selected by the district judges of the U.S. District Court for the Northern District of Alabama to serve on the U.S. Magistrate Judge Selection Committee, 2020-21.
- Law Clerk for Judge Lynwood Smith, U.S. District Court for the Northern District of Alabama, 2006-2008.
- In 2014, appointed as a special assistant district attorney for Madison County to represent the county and state in tax appeals.
- City Attorney, Moulton, AL, 2017-2018.
- Special City Attorney, Sheffield, AL, 2018.
- Faculty Advisor, Alabama Property and Casualty Adjusters Association, 2019.
- Adjunct Professor of Employment Law, University of Alabama in Huntsville, 2019-2020.
- Moot Court Judge, Fingerprint Examiner Training Program, Terrorist Explosive Device Analytical Center (TEDAC), Federal Bureau of Investigation, Huntsville, AL, 2019.

News Related to This Attorney

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[Bill Burgess and Amanda Canupp join the firm \(/news-frontpage/bill-burgess-and-amanda-canupp-join-the-firm\)](#)

[Five Lanier Ford attorneys named Super Lawyers for 2019 \(/news-frontpage/five-lanier-ford-attorneys-named-super-lawyers-for-2019\)](#)

[2020 Best Lawyers in America includes 13 Lanier Ford attorneys \(/news-frontpage/2020-best-lawyers-in-america-includes-13-lanier-ford-attorneys\)](#)

[David Canupp speaks at seminar about legal issues facing city and county governments \(/news-frontpage/david-canupp-speaks-at-seminar-about-legal-issues-facing-city-and-county-governments\)](#)

[Eleven Lanier Ford lawyers in 2019 edition of Best Lawyers \(/news-frontpage/eleven-lanier-ford-lawyers-in-2019-edition-of-best-lawyers\)](#)

[Five lawyers named Super Lawyers for 2018 \(/news-frontpage/five-lawyers-named-super-lawyers-for-2018\)](#)

[George Royer and David Canupp provide CLE about legal issues facing city and county governments \(/news/local-government-and-municipalities/governmental-liability/george-royer-and-david-canupp\)](#)

provide-cle-about-legal-issues-facing-city-and-county-governments)

David Canupp talks about waking up from nightmare of implementing new overtime rules (/news-frontpage/david-canupp-talks-about-waking-up-from-nightmare-of-implementing-new-overtime-rules)

David Canupp publishes article about coping with new overtime rules (/news-frontpage/david-canupp-publishes-article-about-coping-with-new-overtime-rules)

ADA lawsuit abuse may soon end (/news-frontpage/ada-lawsuit-abuse-may-soon-end)

Firm conducts continuing professional education for CPAs (/news/individuals/real-estate/firm-conducts-cpe-for-cpas)

David Canupp quoted in article about new overtime rules (/news-frontpage/david-canupp-quoted-in-article-about-new-overtime-rules)

Results of Gurley quarry suit recognized by Defense Research Institute (/news-frontpage/results-of-gurley-quarry-suit-recognized-by-defense-research-institute)

Gurley wins another round in the quarry case (/news-frontpage/gurley-wins-another-round-in-the-quarry-case)

Firm attorneys participate in employment law seminar (/news-frontpage/firm-attorneys-participate-in-employment-law-seminar)

David Canupp speaks about what makes a great place to work (/news/business-corporate/employment-law/david-canupp-speaks-about-what-makes-a-great-place-to-work)

David Canupp speaks about the ADA (/news-frontpage/david-canupp-speaks-about-the-ada)

Unemployment compensation law amended during last session of legislature (/news/business-corporate/employment-law/unemployment-compensation-law-amended-during-last-session-of-legislature)

Alabama Lawyer publishes article about regulatory takings (/news/local-government-and-municipalities/alabama-lawyer-publishes-article-about-regulatory-takings)

David Canupp makes top-40-under-40 list of litigation lawyers (/news/business-corporate/employment-law/david-canupp-makes-top-40-under-40-list-of-litigation-lawyers)

David Canupp provides CLE about electronic discovery (/news/litigation-and-dispute-resolution/david-canupp-provides-cle-about-electronic-discovery)

David Canupp speaks at SHRM meeting (/news/business-corporate/employment-law/david-canupp-speaks-at-shrm-meeting)

David Canupp provides CLE about accessibility in government buildings (/news/local-government-and-municipalities/david-canupp-provides-cle-about-accessibility-in-government-buildings)

David Canupp quoted in article about BYOD policies (/news/business-corporate/employment-law/david-canupp-quoted-in-article-about-byod-policies)

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Article about immigration and the law (/news-frontpage/article-about-immigration-and-the-law)

David Canupp submits amicus curiae brief to U.S. Supreme Court (/news-frontpage/david-canupp-submits-amicus-curiae-brief-to-u-s-supreme-court)

Article published about fee shifting in federal court cases (/news/litigation-and-dispute-resolution/fee-shifting-in-federal-court-cases)

Clients

[Boards of Education \(/attorneys/tag/Boards%20of%20Education\)](/attorneys/tag/Boards%20of%20Education)
[Businesses \(/attorneys/tag/Businesses\)](/attorneys/tag/Businesses)
[Cities \(/attorneys/tag/Cities\)](/attorneys/tag/Cities)
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[Retailers \(/attorneys/tag/Retailers\)](/attorneys/tag/Retailers)
[School Boards \(/attorneys/tag/School%20Boards\)](/attorneys/tag/School%20Boards)
[Sheriff Departments \(/attorneys/tag/Sheriff%20Departments\)](/attorneys/tag/Sheriff%20Departments)
[Towns \(/attorneys/tag/Towns\)](/attorneys/tag/Towns)

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SERVICES (/services)

[COVID-19 Task Force \(/services/covid-19-task-force\)](/services/covid-19-task-force)

RESOLUTION NO. 073-21

Joint Resolution Opposing Changes to the 2010 Standards for Delineating MSA's.

RESOLUTION NO. _____

**JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OPELIKA,
ALABAMA, OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY, OPELIKA
CHAMBER OF COMMERCE AND AUBURN-OPELIKA TOURISM BUREAU
OPPOSING CHANGES TO THE 2010 STANDARDS FOR DELINEATING
METROPOLITAN AND MICROPOLITAN STATISTICAL AREAS**

WHEREAS, on January 19, 2021, the Office of Management and Budget (“OMB”) announced in the Federal Register a proposal to change metropolitan and micropolitan statistical area standards; and

WHEREAS, the proposal from OMB would change the minimum core population threshold for metropolitan statistical areas (“MSAs”) from 50,000 to 100,000, bumping 142 metro areas that include 251 counties and nearly 19 million people into non-metro status; and

WHEREAS, raising the MSA minimum population would remove the MSA designation of the Auburn-Opelika MSA, including the cities of Auburn and Opelika; and

WHEREAS, the cities of Auburn and Opelika serve as a trade, employment, education, medical, recreational and tourism hub for the surrounding East Alabama region; and

WHEREAS, the Auburn-Opelika MSA has grown from a population of 87,146 in 1990 to an estimated population of 164,542 in 2019 and is one of the fastest growing metropolitan areas in the State of Alabama.; and

WHEREAS, federal programs often use MSA standards to set eligibility requirements, allocation formulas, scoring criteria and several other dimensions of program administration; and

WHEREAS, the impact of the proposed change in MSA size on these federal programs has not been fully analyzed; and

WHEREAS, to provide services to residents of the City of Opelika, municipal government depends on a variety of federal programs that utilize MSA status; and

WHEREAS, if Opelika is no longer defined as an urban area or metropolitan statistical area, it may no longer qualify for programs that support low and moderate-income persons, allocations for the Community Development Block Grant Entitlement Programs and public transportation programs; and

WHEREAS, in addition to losing eligibility for federal funding, municipalities excluded from an MSA would lose local influence and control over regional planning; and

WHEREAS, the City of Opelika is home to East Alabama Medical Center (“EAMC”), a regional hospital serving an eleven-county area; and

WHEREAS, the Department of Health and Human Services (“HHS”) uses MSA classification to tier reimbursements for medical services, offering hospitals higher reimbursement rates for inpatient hospital costs in metro areas where wages are higher; and

WHEREAS, the proposed MSA delineations may affect Medicare and Medicaid hospital payment systems; and

WHEREAS, real estate developers and industrial site selectors study population movement, spending patterns, unemployment rates, per capita incomes and housing patterns; and

WHEREAS, MSA designations are often used as a benchmark in such studies; and

WHEREAS, the loss of the MSA designation could have a detrimental impact on growth

and economic development in the City of Opelika and have a negative impact on attracting businesses; and

WHEREAS, the proposed change in MSA delineation is potentially so significant, and the statistical and financial consequences too insufficiently understood, for OMB to make an informed decision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, Opelika Industrial Development Authority, Opelika Chamber of Commerce and Auburn-Opelika Tourism Bureau, as follows:

Section 1. That the City of Opelika, Alabama, Opelika Industrial Development Authority, Opelika Chamber of Commerce and Auburn-Opelika Tourism Bureau respectfully oppose the OMB proposal to change the minimum urban area population to qualify as a metropolitan statistical area from the current 50,000 to the proposed 100,000.

Section 2. That we, the undersigned entities, urge the Office of Management and Budget to reject the proposal.

Section 3. That the undersigned entities support the existing Office of Management and Budget Metropolitan Statistical Area methodology.

Section 4. That the City Clerk is hereby directed to send a copy of this Resolution to our U.S. House and Senate Delegation and to the Office of Management and Budget.

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

CITY OF OPELIKA, ALABAMA

By:_____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

DATE:_____

OPELIKA INDUSTRIAL DEVELOPMENT

AUTHORITY

By:_____

ITS CHAIRMAN

DATE:_____

OPELIKA CHAMBER OF COMMERCE

By:_____

ITS PRESIDENT

DATE:_____

AUBURN-OPELIKA TOURISM BUREAU

By:_____

ITS PRESIDENT

DATE: _____

RESOLUTION NO. 074-21

Request for Extension of the Special Use Permit with Verizon at 269 Lee Rd 711.

RESOLUTION NO. _____

WHEREAS, Resolution No. 004-19 for a Special Use Permit, for Verizon Wireless to modify the existing wireless telecommunication facility located at 269 Lee Road 711, Opelika, AL, was approved by the City Council of the City of Opelika on the 2nd day of January 2019, and;

WHEREAS, Verizon Wireless, has requested an extension of the Special Use Permit for the modification of their equipment to provide enhanced wireless service from the location, and;

WHEREAS, Resolution No. 150-19 for an extension of the Special Use Permit, for Verizon Wireless to modify the existing wireless telecommunication facility located at 269 Lee Road 711, Opelika, AL, was approved by the City Council of the City of Opelika on the 4th day of June 2019, and;

WHEREAS, Verizon Wireless, has requested a second extension of the Special Use Permit for the modification of their equipment to provide enhanced wireless service from the location, and;

WHEREAS, Resolution No. 366-19 for an extension of the Special Use Permit, for Verizon Wireless to modify the existing wireless telecommunication facility located at 269 Lee Road 711, Opelika, AL, was approved by the City Council of the City of Opelika on the 18th day of November 2019, and;

WHEREAS, Verizon Wireless, has requested a third extension of the Special Use Permit for the modification of their equipment to provide enhanced wireless service from the location, and;

WHEREAS, Verizon has complied with City's Ordinance No. 102-00 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and Verizon Wireless' customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a second extension of the Special Use Permit for the modification of Verizon Wireless' equipment at this facility located at 269 Lee Road 711, which consist of a 193.5' monopole tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Verizon Wireless is hereby granted an extension of the Special Use Permit to modify their equipment at the wireless telecommunications facility located at 269 Lee Road 711.

As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated, and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Verizon Wireless may petition the City of an extension of this for good cause shown, but the decision whether not to grant the extension shall exclusively be the prerogative of the City.
2. Verizon Wireless must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
3. Once, Verizon Wireless has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon Wireless must notify the City's consultant for all inspections.
4. At the completion of construction, Verizon must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
5. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.
6. The provision of the Certificate of Completion for this work shall be a pre-condition

for any future modifications of any kind by this carrier, at this facility.

ADOPTED and APPROVED this _____ day of _____, 2021.

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

ATTEST:

Russell A. Jones
City Clerk

RESOLUTION NO. 075-21

Special Appropriation to A-O Tourism for hosting AJGA Golf Tournament at Grand National.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION TO AUBURN-OPELIKA
TOURISM BUREAU FOR THE PURPOSE OF HOSTING THE AMERICAN JUNIOR
GOLF ASSOCIATION TOURNAMENT AT GRAND NATIONAL GOLF COURSE**

WHEREAS, the Auburn-Opelika Tourism Bureau will host the American Junior Golf Association Junior All-Star Tournament on July 6-9, 2021 at the Robert Trent Jones Grand National Lake Course in Opelika, Alabama; and

WHEREAS, 78 junior golfers from 17 states have registered to participate in said golf tournament; and

WHEREAS, the total economic impact to the community is estimated to be approximately \$253,846; and

WHEREAS, the City of Opelika (the “City”) has agreed to appropriate the sum of \$10,000 to the Auburn-Opelika Tourism Bureau for the purpose of sponsoring said event.

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

1. That the City Council hereby approves a special appropriation in the amount of \$10,000 to the Auburn-Opelika Tourism Bureau for the purpose of sponsoring the AJGA Junior All-Star Tournament at Grand National Golf Course in Opelika.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by promoting tourism and economic development in the City

of Opelika and surrounding areas.

3. That the Mayor and the Controller are hereby authorized to transfer the sum of \$10,000 from the Economic Development Budget to cover said appropriation.

4. That the Mayor and the Controller are hereby authorized and directed to make all necessary accounting and budgetary entries to carry into effect the intent of this Resolution.

5. That the City Clerk is hereby to process the necessary paperwork so that a check in the amount of \$10,000 payable to the Auburn-Opelika Tourism Bureau can be prepared and mailed.

6. 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

RESOLUTION NO. 076-21

Special Appropriation to Reach Out and Read-Alabama from Ward 4 and Ward 5 Reserve Funds.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
TO REACH OUT AND READ-ALABAMA**

WHEREAS, Reach Out and Read is a national non-profit that champions the positive effects of reading daily and engaging in other language-rich activities with young children; and

WHEREAS, Reach Out and Read encourages reading together to promote healthy brain development and to help families build meaningful bonds; and

WHEREAS, Reach Out and Read-Alabama, a program of the Alabama-Chapter-American Academy of Pediatrics, gives young children a foundation for success by incorporating books into pediatric care and encouraging families to read aloud together; and

WHEREAS, the Pediatric Clinic, LLC in Opelika, Alabama is a program site for the Reach Out and Read-Alabama program; and

WHEREAS, Reach Out and read prepares America's youngest children to succeed in school by partnering with doctors to prescribe books and encouraging families to read together; and

WHEREAS, as part of the Reach Out and Read program at the Pediatric Clinic in Opelika, pediatric primary care providers give children from birth to 5 years old developmentally-appropriate children's books to take home and volunteer readers interact with the children, modeling for parents the pleasures and techniques of reading aloud; and

WHEREAS, since 2006, Alabama Pediatric healthcare providers have prescribed over 1.7 million brand-new books to the state's youngest and most underserved children; and

WHEREAS, Ward 1 Councilman George Allen, President Pro Tem and Ward 2 Councilwoman Erica Norris, Ward 3 Councilman Robert Lofton, City Council President and

Ward 4 Councilman Eddie Smith and Ward 5 Councilman Todd Rauch wish to appropriate \$500 each from their respective discretionary funds to Reach Out and Read-Alabama in order to assist with program support.

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

1. That the City Council hereby approves a special appropriation in the amount of \$2,500.00 to Reach Out and Read-Alabama to assist with program support.
2. That the Mayor and the Controller are hereby authorized to transfer the sum of \$500.00 each from the respective discretionary fund accounts of George Allen, Ward 1, Erica Norris, Ward 2; Robert Lofton, Ward 3; Eddie Smith, Ward 4 and Todd Rauch, Ward 5.
3. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by developing critical early reading skills in children and in supporting infants and toddlers with developmental disabilities and their families.
4. That the Mayor and the Controller are hereby authorized and directed to make all necessary accounting and budgetary entries to carry into effect the intent of this Resolution.
5. That the City Clerk is hereby authorized to process the necessary paperwork so that a check in the amount of \$2,500.00, payable to Reach Out and Read-Alabama can be prepared and mailed.
6. 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

RESOLUTION NO. 077-21

Agreement with Skipper Consulting, Inc. for Gateway Dr./Marvyn Pkwy Intersection Study -
ENG.

RESOLUTION NO. _____

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
WITH SKIPPER CONSULTING, INC. FOR TRAFFIC OPERATIONS ANALYSES
FOR THE INTERSECTION OF GATEWAY DRIVE AND MARVYN PARKWAY
(ALABAMA HIGHWAY 51)**

WHEREAS, the City of Opelika (the “City”) has identified a need for professional services in undertaking traffic analyses for the intersection of Gateway Drive and Marvyn Parkway (Alabama Highway 51); and

WHEREAS, Skipper Consulting, Inc. (“Skipper Consulting”) is an Alabama-based engineering firm which specializes in traffic engineering and transportation planning; and

WHEREAS, Skipper Consulting provides its clients professional services in the areas of evaluation and analyses of site accesses and traffic circulation patterns; and

WHEREAS, the City wishes to engage Skipper Consulting to provide professional services in connection with the evaluation and analyses of the site accesses and circulation patterns for Southview Primary School and a traffic operations analysis for the intersection of Gateway Drive and Marvyn Parkway (Alabama Highway 51); and

WHEREAS, a Professional Services Agreement (the “Agreement”) to be entered into between the City and Skipper Consulting 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; and

WHEREAS, the compensation to be paid to Skipper Consulting under the Agreement is a fee in the amount of \$19,800 and shall come from the Unassigned Fund Balance.

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

1. That the City does hereby retain the services of Skipper Consulting, Inc., to analyze the site accesses and circulation pattern for Southview Primary School and analyze traffic patterns at the intersection of Gateway Drive and Marvyn Parkway (Alabama Highway 51).
2. That the proposed Agreement to be entered into between the City and Skipper Consulting, Inc., a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.
3. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same.
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 Agreement.

5. That the compensation to be paid to Skipper Consulting under the Agreement 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.

6. That the Purchasing-Revenue Manager is hereby authorized and directed to issue such appropriate purchase orders as may be necessary to carry out the provisions of this Resolution.

7. 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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between:

City of Opelika ("Client")
204 South 7th Street
Opelika, Alabama 36801

and,

Skipper Consulting, Inc. ("Consultant")
3644 Vann Road, Suite 100
Birmingham, Alabama 35235

Who agree as follows:

Client requires consulting traffic engineering and planning services for undertaking traffic operations analyses for the Gateway Drive at Marvyn Parkway intersection as well as Southview Primary School's accesses and site circulation in Opelika, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement and the issuance of a Purchase Order. The Client and Consultant agree that this signature page, together with Sections 1-4 referred to therein, constitute the entire agreement between them relating to this assignment.

APPROVED FOR CLIENT

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR SKIPPER Consulting, Inc.

By: _____ 

Printed Name: _____ Darrell B. Skipper

Title: _____ President

Date: _____ March 2, 2020

SECTION 1 – CONSULTANT SCOPE OF WORK

The Consultant proposes to provide professional traffic engineering and planning services for undertaking traffic operations analyses for the Gateway Drive at Marvyn Parkway intersection and Southview Primary School's accesses and site circulation in Opelika, Alabama. The Consultant's understanding of this assignment and the basis of the subsequent scope of work has been derived from previous work in the area, discussions and meetings with the City, and knowledge of the study process.

This study effort would be conducted in two parts. The first part of the study process would include evaluation and analyses of the site accesses and circulation patterns for Southview Primary School and the second part focusing on traffic operations analyses for the Gateway Drive at Marvyn Parkway intersection. Summaries of these parts of the study efforts are provided below.

DATA COLLECTION

The Consultant would request information that might be in the files of the City that might be useful in conducting study activities. Items that will be requested include maps and aerials; historical traffic count information; socio-economic data; school zone mapping; descriptions of traffic handling practiced by the staff of Southview Primary School; schedules for classes at the primary school by day of the week and hour of a typical weekday; listing of planned and programmed roadway improvements for the project study areas; previous traffic studies conducted for other area development; and other information that might be useful in conducting study tasks.

The Consultant would utilize available recent traffic counts at the Gateway Drive and Marvyn Parkway intersection as provided by ALDOT in conducting the analyses. These counts would be supplemented by collecting new traffic counts as needed related to school traffic. The Consultant anticipates conducting peak period turning movement traffic counts at each of the school's site access driveways during peak periods of the day related to school traffic.

In addition, the Consultant would conduct observations of current school and study area operations in addition to the traffic operations at the Gateway Drive and Marvyn Parkway intersection. Peak hour observations would be conducted both on the ground and by using drone flights. The drone would be utilized to observe the school accesses, on-site vehicular and pedestrian circulation; and passenger loading and unloading activities during peak periods.

SCHOOL ACCESS AND CIRCULATION ANALYSES

Using the data above, the school's accesses and internal circulation would be evaluated. The Consultant would conduct an assessment of the school's accesses and site circulation. This would include:

- Assessing the capacity of the access driveways at the public roadways;
- Assessing vehicular storage requirements and capacity for the inbound and outbound traffic on the site's access driveways;
- Assessing pedestrian accessibility for the school campus;
- Assessing internal circulation related to:
 - o Carpool pick-up and drop-off;
 - o Bus pick-up and drop-off;
 - o Pedestrian circulation for both carpool and bus riders;

- o Pedestrian access to school buildings; and
- o Parking lot access.

Following review data collected and analyses undertaken, the Consultant would develop a concept for potential access and internal circulation improvements aimed at improving overall and school traffic operations. It is anticipated the initial concept for improvements would be utilizing the existing site accesses and roadways (minimal construction efforts concept). It is also anticipated that an additional concept with potential roadway and access improvements would be developed (construction required concept). The concepts would be provided to the Client in graphical format for review. Following review and discussion with the Client, the Consultant would adjust the concepts, as needed, and provide to the City for their uses. It is anticipated a review meeting with City representatives would be required at this stage in the study effort.

TRAFFIC OPERATIONS ANALYSES

Analyses would be conducted for the study intersections using data as indicated above. A traffic operations assessment would be undertaken to include the Gateway Drive at Marvyn Parkway intersection and the site accesses for Southview Primary School. In general, traffic operations analyses would be conducted for the study intersections to help identify any potential traffic operational deficiencies that may exist and testing alternatives for improvements. The potential alternatives anticipated to be analyzed in the traffic operations model would include, but not be limited to, side street stop (current control), traffic signalization, and roundabout. These alternatives would be evaluated for the current roadway network as well as the potential extension of Gateway Drive to the east.

The tasks included in the Traffic Operations Analyses would include:

- Evaluate existing traffic conditions as a baseline for comparison of future traffic conditions;
- Determine background growth rates for other development in the area;
- Develop traffic projections for the study intersection for a future time frame (to be defined by the City of Opelika) for the potential Gateway Drive extension to the east;
- Assess traffic operations for the study intersections for current conditions and projected conditions for a defined future year;
- Prepare a comparison of traffic operations for the potential traffic control improvements evaluated for both existing and future year conditions;
- Conduct a meeting with City representatives to discuss the findings of the traffic operations analysis; and
- Assist the City in their communications/meeting with ALDOT related to analysis results.

Documentation

The information gathered and study findings will be presented in a technical document for presentation to the City, as required. The draft final report in pdf format will be prepared and submitted to the City for review and comment. Following receipt of comments, the final study report will be prepared and transmitted to the City for their use a distribution.

Meetings/Presentations

The Consultant anticipates attending three (3) meetings in the Opelika/Montgomery area during the course of the project. The Consultant has included the costs of such meetings in the fee estimate. Any additional meetings which require the Consultant's attendance will be considered as added services

and undertaken as additional services based on the prevailing hourly charge rates plus expenses of the Consultant. Added services shall be undertaken only following authorization by the Client.

SECTION 2 - CLIENT'S RESPONSIBILITIES

Client, at its expense, will provide the Consultant with all required project information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

SECTION 3 - COMPENSATION, BILLING, PAYMENT AND SCHEDULE

The CONSULTANT would, on behalf of the City of Opelika, perform the work outlined in Section 1 on a percent complete basis for a fixed fee by task as follows:

<u>Work Task</u>	<u>Budget</u>
Data Collection	\$ 2,600.00
School Access and Circulation	\$ 8,800.00
Traffic Operations Analyses	<u>\$ 8,400.00</u>
TOTAL	<u>\$19,800.00</u>

The CLIENT would be billed based on work completed and not more frequently than once a month. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

SECTION 4 - STANDARD TERMS AND CONDITIONS

- Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.
- Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.
- The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

4. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
5. This agreement may be terminated by either party upon 30 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.
6. The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.
7. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
8. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
9. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.
10. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
11. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
12. Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.
13. Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.
14. To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

15. Client shall provide Consultant safe access to the project site necessary for the Consultant to provide the services outlined.
16. Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.
17. No employee or agent of the Consultant shall have individual liability to the Client.
18. The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

RESOLUTION NO. 078-21

Agreement with Barrett Simpson, Inc. for Design of Veterans Extension Phase II - ENG.

RESOLUTION NO. _____

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
WITH BARRETT SIMPSON, INC., IN CONNECTION WITH
PHASE 2-DESIGN FOR THE VETERANS PARKWAY EXTENSION PROJECT**

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) intends to extend Veterans Parkway from the present intersection of Veterans Parkway and Pepperell Parkway Southeasterly, following in part Hi-Pack Drive, to its intersection with the proposed extension of Thomason Drive (the “Project”); and

WHEREAS, said Project will include the acquisition of right-of-way from approximately twenty-four (24) property owners; and

WHEREAS, it is anticipated that impacts to wetlands or Waters of the U.S. will be required by the Project; and

WHEREAS, the City has determined that there is a need for professional engineering services for work related to the Project, including engineering design, surveying and contract bidding assistance services; and

WHEREAS, Barrett- Simpson, Inc. (“Barrett-Simpson”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide engineering services to the City with respect to the Project; and

WHEREAS, City staff recommends Barrett-Simpson to perform said services; and

WHEREAS, a Professional Services Agreement (the “Agreement”) has been prepared by Barrett-Simpson 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; and

WHEREAS, the estimated compensation due to Barrett-Simpson under the Agreement is \$376,000, which shall come from the Unassigned Fund Balance.

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

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

2. That the Mayor is hereby authorized and directed to execute and deliver the 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.

4. That the compensation to be paid to Barrett-Simpson, Inc., shall be paid from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to Barrett-Simpson for the provisions of engineering services as outlined in the Agreement attached hereto.

6 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



**BARRETT-
SIMPSON, INC.**
Civil Engineers & Land Surveyors

Timothy W. Simpson, P.E., P.L.S.

President

George W. Barrett, P.L.S.

Vice President

Eddie A. Eubanks, P.L.S.

East Division Surveying Manager, Partner

Jonathan A. Ham, P.L.S.

West Division Surveying Manager, Partner

Christopher M. Rogers, P.E.

Engineering Manager, Partner

M. Blake Rice, P.E.

West Division Project Manager, Partner

March 30, 2021

PROFESSIONAL SERVICES AGREEMENT FOR PHASE 2 - DESIGN FOR THE VETERANS PARKWAY EXTENSION PROJECT OPELIKA, ALABAMA

BSI Project No. 19-0198

This Agreement entered into this the _____ day of _____, 2021 by and between Barrett-Simpson, Inc. (hereinafter sometimes referred to as BSI or Consultant) and The City of Opelika, Alabama (hereinafter sometimes referred to as the City, Owner or Client).

Project Overview

The City of Opelika, Alabama intends to construct a new extension to Veterans Parkway from the present intersection of Veterans Parkway and Pepperell Parkway Southeasterly, following in part Hi-Pack Drive, to its intersection with the proposed extension of Thomason Drive, approximately 1.1 miles (hereinafter sometimes referred to as the Project). It is anticipated that the roadway will be constructed as a three-lane road with curb and gutter with a design speed of 45 MPH and a multi-use path on one side. The Project will be funded entirely with local funds. Barrett-Simpson, Inc. previously entered into an agreement with the City of Opelika to provide Phase 1 services for the Project. This Agreement addresses Phase 2 services to be provided.

General

Acquisition of right of way will be required from approximately twenty-four property owners. At this time, the City is in the process of securing from the owners written rights of entry onto the properties for the purposes of appraisal, survey, geotechnical study and environmental study. The City will negotiate with the property owners for the acquisition of the necessary rights of way and/or easements. If requested, BSI will participate in discussions between the City and property owners to provide technical assistance. All cost of right of way and/or easement acquisition, to include legal fees and appraisals, will be borne by the City. Included in this Proposal is the furnishing of right of way acquisition maps and legal descriptions of the various parcels to be acquired.

It is anticipated that impacts to wetlands or Waters of the U.S. will be required by the Project. The City of Opelika will incur all cost of permitting and mitigation of any necessary impacts. The cost of wetland and Waters of the U.S. delineation and preparation of any necessary U.S. Army Corps of Engineers permitting package was included in the Phase 1 scope of

the Project. Additionally, all other permit fees due government agencies or public utilities germane and necessary for the Project and all bid advertising cost will be paid by The City of Opelika. The bidding process will be carried-out by the City of Opelika.

Although the Project consists of the separately identified elements of roadway construction (grade, drain, base and pave), the Construction Plans will be prepared in a single plan set and the construction contract will be awarded to a single contractor. The design and cost estimate for this project is based off of the information provided to BSI by the City of Opelika, using preliminary traffic study information received from Skipper Consulting, Inc. Any updates or revisions to the traffic study may result in changes to the project scope and cost estimate and may necessitate an addendum to this agreement. The final construction plan set will also include any plans required as part of the CSX Railroad crossing to be upgraded. Traffic signalization upgrades for the Pepperell Parkway / Veteran's Parkway intersection. The City of Opelika will provide separate plans and specifications for the Pepperell Parkway / Veteran's Parkway signals. CSX Railroad will provide the plans and specifications for the CSX Railroad Crossing to be included in the plan set.

Geotechnical investigations are not included in this Agreement, however the City shall require the Construction Contractor selected for the Project to provide geotechnical evaluation of specific areas that could be problematic. This Agreement is based on the assumption that the new roadway pavement build-up will be similar to that used for the construction of SportsPlex Road.

BSI will review sanitary sewer service in the area of the Project, make recommendations for sanitary sewer service extensions to be included in the Project, and include the engineering design of the sanitary sewer extensions in the Project plan set.

Opelika Utilities has made the City and BSI aware of a domestic waterline project they intend to construct in concurrence with the proposed Project. This waterline project will be designed by Opelika Utilities' Engineer, Krebs Engineering, Inc., and will be bid as an alternate to the proposed Project. BSI will endeavor to work to the greatest extent possible with Krebs Engineering to ensure the simultaneous projects are coordinated; however, no waterline work is included within this proposal.

Client is advised that this Project may be subject the Regulations and Authority of the Alabama Department of Environmental Management, and in particular, the National Pollutant Discharge Elimination System (NPDES) permitting system for the control of and discharge of pollutants as set forth in 33 U.S.C. § 1342 and regulations promulgated pursuant thereto, as administered by the ADEM. This Agreement includes preparation of the Erosion and Sedimentation Control Plan. The required Notice of Registration, CBMPP Narrative, monitoring, inspection, reporting and termination of the site/project are other required elements of the NPDES Permit and are NOT included in the scope of services covered by this Agreement.

Scope of Services

BSI will provide engineering, surveying, and contract bidding assistance services for the Veteran's Parkway Extension Project, specifically to include the following three Tasks:

Task I Services will consist of the following:

1. Make the necessary field surveys, cadastral and topographic, required for the engineering design of the Project and right of way and/or easement acquisition
 - a. Survey and mapping shall include a vertical profile of the Alabama Power Company transmission line cabling between Pepperell Parkway and the last crossing location within the extents of this project on Hi-Pack Drive

Task II Services will consist of the following:

1. Based upon the final recommendations from the Wetlands / Waters of the U.S. delineation obtained in Phase 1 of the Project and the traffic study, refine the preliminary horizontal and vertical alignment of the new roadway. Submit the refined preliminary alignment to the City for review and approval, and modify the preliminary alignment as warranted based upon the City's review and comments.
2. Complete the engineering design, including hydrologic evaluation, of the Project and prepare Construction Documents in the form of Construction Plans. Elements of the Project to be shown on the single set of Construction Plans include, but are not limited to:
 - a. Roadway construction (grade, drain, base and pave) to include grading, drainage, erosion control, pavement buildup, the railroad crossing, striping, and signage
 - b. Sanitary Sewer construction to include connections to existing gravity mains
3. A review of the Construction Plans in progress will be made with the City at the approximate 25% and 66% stage of completion. Following the 66% stage review any modifications to the basic design will be considered to be outside the scope of this Agreement
4. Preparation of the Construction Plans in the ALDOT format is not a requirement of this Project, however the ALDOT Standard Specifications will be referenced
5. Update the Preliminary Estimate of Probable Construction Cost upon request
6. Prepare the map and legal description exhibits required for the acquisition of the required right of way and/or easements, and/or vacation of any existing right of way no longer beneficial to the City
7. Prepare an application package for a US Army Corps of Engineers nationwide permit for impacts to jurisdictional Wetlands and/or Waters of the U.S.
 - c. Mitigation may be required to offset the environmental impact associated with impacting any stream or wetland. The cost of mitigation is not included in this Agreement.
 - d. In the event the stream or wetland impacts exceed the threshold for a nationwide permit an individual permit may be required, the cost of which is not included in this Agreement
8. Assist the City in preparation of a bid package
9. Assist the City in the solicitation of bids from reputable and qualified contractors
10. Respond to bidders' questions and request for information
11. Assist the City in preparation and issuance of Addenda to the bid documents if necessary
12. Participate in the opening of bids

Deliverables

Items to be delivered to Client for this Project will include:

- Vertical profile of the Alabama Power Company Transmission Line
- Refined preliminary alignment map
- Updated Estimate of Probable Construction Cost, if requested
- Right-of-Way Acquisition Exhibits and Plats
- Construction Plans

All items will be delivered as hard copies or in electronic form according to Client needs. Cad files will be delivered in AutoCAD format using BSI's layering system and plot styles. Other electronic files will be delivered in PDF format.

Deviation of the previously outlined scope is extra work; however, no work will be performed outside the scope of this Agreement without prior Client approval and Agreement amendment.

Compensation

Our fees for the furnishing of the above outlined services will be according to the following schedule. Payment will be expected periodically as the work progresses, but no more often monthly, in direct proportion to the stage of work completed, less 20%. Final billing upon completion of all Tasks will be for 100% of the total stated compensation less all previous payments received.

<u>Task</u>	<u>Fee</u>
Task I (Surveying)	\$63,000
Task II (Engineering)	\$313,300

Fees will be invoiced, due and payable as follows:

- 1) According to the schedule outlined in the Compensation section.
- 2) Payment is due upon presentation of invoice and is past due thirty (30) calendar days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts.
- 3) Any payment made by credit or debit card will be subject to an additional 2% convenience fee.
- 4) Any attorney fees, collection fees or costs related or incurred in the collection of any past due amounts shall be paid by Client. The Client will be responsible for all consultant, connection, application, review and permit fees. Application, review, and permit fees will be due and payable prior to submittal of the application, review and or permit packages. Any remaining permit fees will be due and payable as required by the permitting agency.

Schedule

We expect to start our services promptly after receipt of an executed copy of this Agreement and authorization to proceed. Insofar as the time required for completion of some Tasks are dependent upon the actions and timeliness of others and is not within the control of

BSI, firm timelines cannot be established. BSI anticipates the following schedule; however, this schedule is not guaranteed.

Task I: Eight (8) weeks

Task II: Eighteen (18) weeks

Insurance

BSI shall maintain the following insurance in at least the minimum amounts specified below throughout the duration of this Agreement:

- A. Workman's Compensation and Employer's Liability as required by Alabama law, \$1,000,000 Policy Limit
- B. Automobile, Bodily Injury and Property Damage Liability covering any auto, all owned autos, hired autos and non-owned autos \$1,000,000 Combined Single Limit (each accident)
- C. Professional Liability, \$2,000,000 per claim, \$2,000,000 aggregate
- D. Commercial General Liability, \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products – completed operations aggregate, \$1,000,000 personal injury
- E. Excess Liability Umbrella, \$1,000,000 each occurrence, \$1,000,000 aggregate

Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

Opinions of Cost

Opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Applicable Requirements

BSI shall, at appropriate times, contact the government authorities required to approve the Project Construction Plans and other entities providing utility services to the Project. In

designing the Project, BSI shall respond to applicable design requirements imposed by such government authorities and by such utility entities.

Responsibility for Accuracy of the Construction Plans

BSI shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions or negligent acts without compensation. BSI will not be relieved of responsibility for subsequent correction of such errors or omissions or for clarification of any ambiguity until the construction phase of the Project has been completed.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic formats if supplied under this contract, or other types of information furnished by Consultant to Client such as text, data, or graphics, are for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this project.

Independent Contractor Status and Sole Responsibility

BSI, in performance of the Agreement, is an independent contractor and not an agent or employee of City. BSI shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise. BSI has and shall retain the right to exercise and retain full control over the employment, direction, compensation and discharge of all persons assisting BSI in the performance of the services rendered under this Agreement. BSI shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters.

BSI has been hired by the City because of BSI's specialized expertise in performing the work described in this Agreement. BSI shall be solely responsible for such work. The City's review, approval and/or adoption of any designs, plans, specifications or other work shall be in reliance of BSI's specialized expertise and shall not relieve BSI of its sole responsibility for the work. The City is under no obligation to review or verify the appropriateness, quantity or accuracy of any designs, plans, specifications or any other work including, but not limited to any methods, procedures, tests, calculations, drawings or other information used or created by BSI in performing any work under this Agreement.

Hold Harmless Provisions

Except for the negligence or willful misconduct of the City, BSI agrees to indemnify and hold harmless the City and any of its boards, elected officials, officers, agents, employees and assigns from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation (including all actual litigation cost incurred by the City, including but not limited to, cost of experts and consultants) damages

or liability of any nature whatsoever for any death or injury to any person including BSI's employees or agents, or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the nonprofessional negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by BSI or its subcontractors. All rights and remedies available to the City are cumulative of those provided for elsewhere and those allowed under the laws of the United States, the State of Alabama and the City.

To the fullest extent permitted by law, when the services to be provided under this Agreement are design professional services, BSI shall indemnify, protect and hold harmless the City, its officers and employees from and against all costs, expenses (including attorney's fees), judgments, civil fines and penalties, liabilities and losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its officers and employees that arise out of, pertain to, or relate to the negligence in the performance of professional services by BSI or any officer, employee, agent or subcontractor, excepting only liability resulting from the negligence or willful misconduct of the City.

Ownership of Documents

All documents, information and materials of any or every type prepared by BSI pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by BSI in performing work under this Agreement, whether completed or in process. BSI shall assume no responsibility for the unintended use by others of any documents, information or materials which are not related to the scope of services described in this Agreement.

Compliance with Immigration Laws

BSI agrees to fully comply with the Immigration Reform and Control Act of 1986, as amended, by the Immigration Act of 1990 and the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, as amended. Under the performance of the Agreement, BSI agrees to participate in the E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. BSI agrees that it will not violate federal immigration law and will not knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama.

Dispute Resolution

With the exception of Client's failure to pay Consultant as per the terms of this Agreement, Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

In the event that a dispute should arise relating to this Agreement, and should that dispute result in legal action including alternate dispute resolution methods, and should Consultant prevail in the defense of the claim, it is agreed that Consultant shall be entitled to

recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Termination of Contract

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

Upon receipt of termination action pursuant to the above paragraph, BSI shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by BSI in performing this Agreement whether completed or in process.

Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Choice of Law

This Agreement shall be governed by the laws of the State of Alabama.

Venue

Both parties agree that venue shall be limited to Lee County, Alabama.

Proposal Validity

This Agreement represents the entire understanding between Barrett-Simpson, Inc. and The City of Opelika, Alabama in respect to the Project and may only be modified in writing signed by both parties.

Barrett-Simpson, Inc.

Signed: _____

By: _____
(Name and Title)

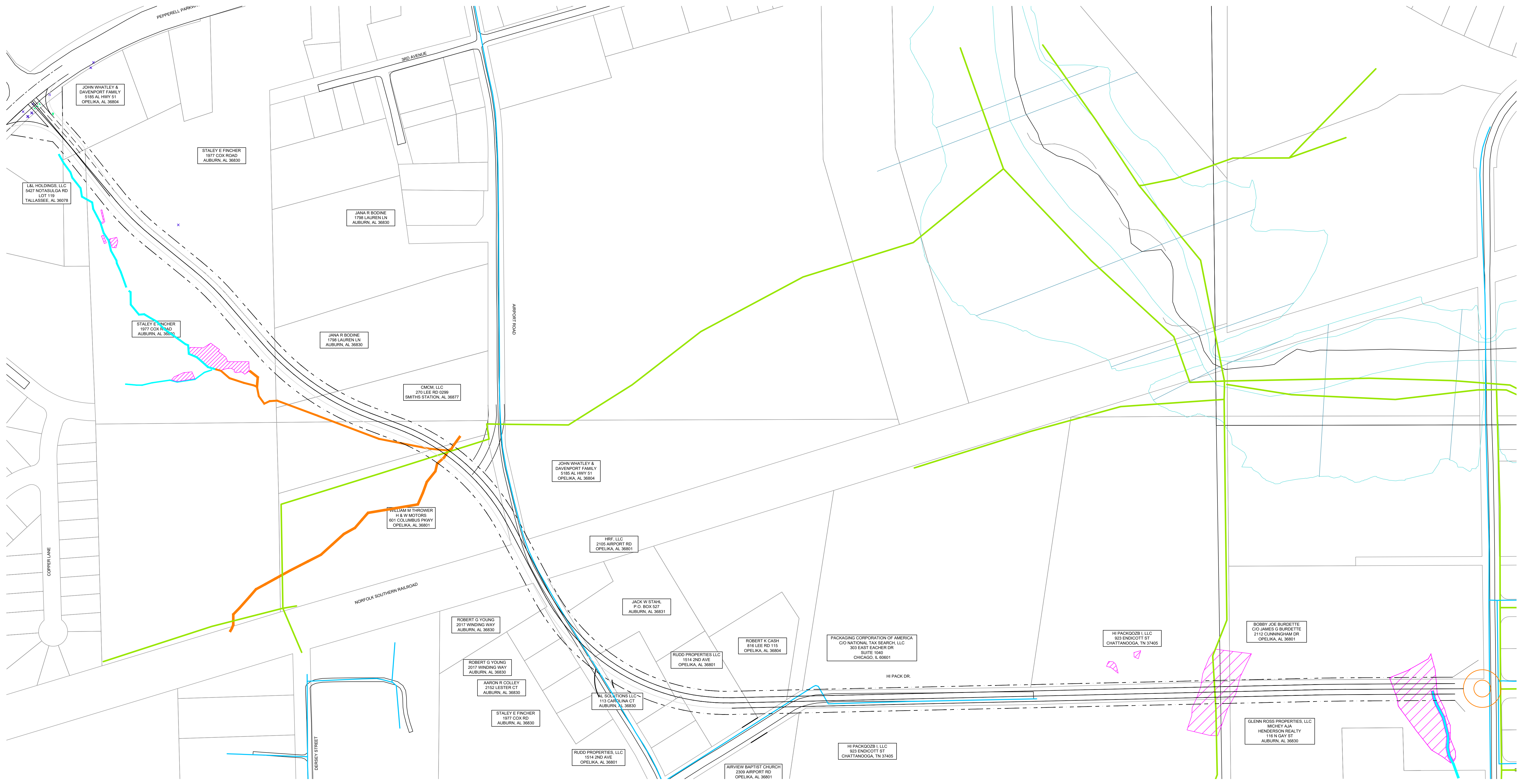
Date: _____

The City of Opelika, Alabama

Signed: _____

By: _____
(Name and Title)

Date: _____



RESOLUTION NO. 079-21

Agreement with CDG Engineering for Thomason Dr Extension Phase II Design - ENG.

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA AND CDG ENGINEERING
& ASSOCIATES, INC., FOR EXTENSION OF THOMASON DRIVE**

WHEREAS, the City of Opelika, Alabama (hereinafter called the “City”) desires to extend Thomason Drive, including new roadways from Gateway Drive to Hi-Pack Drive, improving Cunningham Drive to the intersection of Frederick Road and extending Enterprise Drive to the new Thomason Drive extension (the “Project”); and

WHEREAS, professional engineering services are needed for the Project; and

WHEREAS, CDG Engineering & Associates, Inc., (“CDG”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide design engineering services for the Project; and

WHEREAS, the City has received a Proposal for Design Engineering Services from CDG, including field surveying, environmental services, geotechnical services, hydraulic services, traffic signal design services, right-of-way mapping, bid letting assistance and contract procurement services; and

WHEREAS, the estimated compensation due to CDG under the proposal is \$373,170, which shall come from the Unassigned Fund Balance; and

WHEREAS, City staff recommends CDG to perform said services; and

WHEREAS, the City Council has reviewed the Proposal submitted by CDG and has determined that it is in the best interest of the City to enter into a contract with CDG for professional design engineering services.

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

1. That the Proposal submitted by CDG Engineering & Associates, Inc., a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Proposal.

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

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

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to CDG for the provision of design engineering services as outlined in the Proposal attached hereto.

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

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

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

ATTEST:

CITY CLERK



Engineering. Environmental. Answers.

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Post Office Box 2155
Auburn, AL 36831
Tel (334) 466-9431
Fax (334) 466-9430

www.cdg.com

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

March 31, 2021

Mr. Scott Parker, PE
City of Opelika - City Engineer
P.O. Box 390
Opelika, Alabama 36803-0390

**Reference: Phase II Proposal for Engineering Design Services for
Thomason Drive Extension
Opelika, Alabama
CDG Reference Number: R071321196**

Dear Mr. Parker:

CDG Engineers & Associates, Inc (CDG) is pleased to submit this proposal to provide professional civil engineering services for the above referenced project. The Phase I Corridor Study has been completed and a feasible corridor alignment was approved by the City of Opelika. This alignment included new roadways from Gateway Drive to Hi-Pack Drive, improving Cunningham Drive to the intersection of Frederick Road, and extending Enterprise Drive to the new Thomason Drive Extension. CDG will utilize the Corridor Analysis findings in addition to the scope provided in this document. We understand that the project will be funded with City funds and that no federal grant funding will be utilized.

Our services for this proposal will generally include the following tasks to complete this project, which are hereafter described in more detail:

- Field Survey
- Environmental Services
- Geotechnical Services
- Hydraulic Analysis
- Traffic Signal Design Services
- ROW Map, Tract Sketches and Deeds
- Roadway Plans
- Letting Assistance & Contract Procurement
- Contingency Services

Field Survey

Our Data Collection services will be provided to aid detailed project design. Generally, the scope will include topographic surveying of existing conditions of Cunningham Drive and the intersection with Frederick Road, the tie-in connections at Hi-Pack Drive and at Enterprise Drive, and the existing Gateway intersection. This proposal is based on the following specific tasks:

- Collection of field surveying data adequate for the layout and grading of proposed alignments, including the following:
 - Existing roadway, shoulder, drainage and topographic features;
 - Location of existing right-of-way (ROW) locating existing property corners in the field in conjunction with utilizing existing GIS information provided by the City;
 - Location of existing utilities (in accordance with CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data - Utility quality level C).
- CDG will prepare this survey in accordance with the current edition of the Standards of Practice for Land Surveying in the State of Alabama;

Environmental Services

CDG will utilize a subconsultant to perform the following specific subtasks:

- ***Wetland/Stream Delineation (Areas excluded from the Saucier Report)***
 - CDG's subconsultant will conduct an on-site visit and perform a wetland/stream delineation in accordance with federal standards outlined by the U.S. Army Corps of Engineers' (USACE) 1987 wetland delineation manual and the Regional Supplement. All wetland and streams identified onsite and believed to be "Waters of the U.S." will be flagged and located using Trimble Geo 7x GPS. Additionally, a brief report, maps, and an AutoCAD drawing (or other GIS Files) will be provided for use.
- ***Approved Jurisdictional Determination***
 - CDG's subconsultant will perform site inspections, prepare data forms, maps, and other paperwork required to receive the appropriate Jurisdictional Determination for the USACE for the subject site including areas previously delineated but part of the proposed project as needed.
- ***USACE Nationwide Permit***
 - CDG's subconsultant will perform all field work, mitigation work sheets, and submit documentation required to receive coverage under a Nationwide Permit 14 from the USACE to impact regulated jurisdictional resources as required for the proposed project. (Note: This process usually requires (60) days and mitigation is not included in this proposal).

Geotechnical Services

The geotechnical evaluation will address the following improvements: $\pm 1,600$ feet extension of Hi Pack Drive, $\pm 4,150$ feet of realigned and widened Cunningham Drive including two roundabouts at the Hi Pack Drive and Thomason Drive intersections, ± 800 feet extension of Enterprise Drive, and $\pm 4,300$ feet of Thomason Drive. In general, the

roadways will be 3 lanes with two 12'-wide travel lanes, a 10'-wide center turn lane, a sidewalk and a multiuse path with associated buffers for a total width of 80 feet. However, Enterprise Drive and a portion of Cunningham Drive will contain two lanes. The multi-use path will diverge from the western portion of Thomason Drive to follow the stream. The geotechnical scope does not include evaluation of the multiuse path where it diverges from Thomason Drive.

Proposed grading is generally expected to consist of maximum cuts and fills of less than 10 feet. However, earthwork on Hi Pack Drive will require maximum excavation depths of $\pm 17'$ and maximum fill thicknesses of $\pm 13'$. Thomason and Hi Pack Drives will contain 6 pipe and box culverts. Bridges and lighting / signal poles are not included in the geotechnical scope. We understand that ALDOT is not funding the project, therefore, the geotechnical evaluation does not conform to typical ALDOT requirements.

The purposes of the geotechnical evaluation are to determine general subsurface conditions at specific soil test boring locations and provide geotechnical recommendations relative to the earthwork, foundation and paving phases of construction. In general, our geotechnical services will consist of a subsurface exploration, field and laboratory soil tests, engineering evaluation, and preparation of a geotechnical report containing our findings and conclusions. Specifically, our proposed scope of geotechnical services consists of the following:

- Site reconnaissance and geologic map review.
- Soil test boring layout using hand-held GPS equipment.
- Access preparation in wooded areas and traffic control at Cunningham Drive. The proposal is based on the use of a forestry mulcher for 5 days to prepare access in wooded areas and 2 days of traffic control.
- Mobilization of an ATV-mounted drilling rig and soil test borings in the proposed development areas. The proposal is based on performing the following number and depth of borings:
 - Hi Pack Drive – 6 borings, 10' to 30' deep
 - Cunningham Drive – 14 borings, 10' to 20' deep
 - Thomason Drive – 17 borings, 10' to 20' deep
 - Enterprise Drive – 3 borings, 10' deep

A total of 575' of drilling at 40 boring locations is included in the scope. Borings will contain Standard Penetration Tests at 2½-foot intervals in the upper 10 feet and on 5-foot centers thereafter. Borings will extend to the noted depths below the existing ground surface, or to refusal, whichever occurs first.

- Piezometers will be installed and monitored to determine delayed groundwater measurements. The proposed scope includes a total of 195 feet at 11 locations.

- Coring of existing asphalt will be performed along Cunningham Drive and where the extensions will tie to existing pavement at Hi Pack and Enterprise Drives. A total of six (6) cores are included in the scope.
- Laboratory tests to determine site-specific soil classification characteristics. Tests will include the following: Natural Moisture Content (80), Grain Size Analysis (10) and Atterberg Limits (10). Additionally, Standard Proctor (1) and resilient modulus (2) tests will be performed for pavement design purposes. One topsoil test will be performed to determine the suitability of the on-site material for reuse.
- Evaluation of the information gathered during the subsurface exploration and laboratory-testing program and preparation of a geotechnical engineering report containing our findings and conclusions. The report will contain the following items:
 - Site and project descriptions.
 - Local geology and its implications for the proposed development.
 - Subsurface conditions encountered in the borings.
 - Groundwater measurements at the time of the fieldwork and delayed measurements at the piezometer locations.
 - Laboratory test results.
 - Earthwork recommendations including subgrade preparation, excavation and fill placement, cut and fill slopes, reuse of on-site soils as structural fill, treatment of unsuitable soils, and groundwater control.
 - Culvert foundation recommendations including type and soil support parameters, expected total and differential settlements, and foundation construction considerations.
 - Pavement subgrade preparation considerations and four (4) recommended flexible pavement sections for Hi Pack, Cunningham, Thomason and Enterprise Drives based on AASHTO methodology using laboratory test results and traffic loading data provided by others.
- The soil test boring and coring locations will be estimated in the field using hand-held GPS equipment and available site plans. Therefore, the test locations will be approximate. Test locations may be more accurately established in the field using surveying equipment if requested by the client.
- We have assumed that right-of-entry has been obtained for CDG to perform the proposed evaluation. Much of the site is wooded and will require limited clearing to prepare access for the drilling equipment. The limited clearing will consist of grinding and removing trees and underbrush with a forestry mulcher to make pathways to the proposed boring locations. The cleared vegetation will remain as mulch and be placed on the edges of the cleared areas.
- Following access preparation, the subsurface exploration will be performed with an ATV-mounted drilling rig. However, if steep terrain or soft, wet soil conditions

limit access, it may be necessary to use special equipment (e.g. dozer) at additional cost to reach the boring locations. Special equipment will not be engaged without your prior approval.

- We will endeavor to avoid large trees and otherwise minimize our impact to the site. Additionally, the borings will be backfilled with soil cuttings and asphalt cores will be patched. This proposal does not include costs associated with additional site restoration.
- We will notify the line location service concerning the proposed borings. However, the service will generally not mark lines outside the right-of-way. Therefore, we request that the client provide plans or mark in the field the location of buried utility lines, if present. CDG cannot be responsible for damage to unmarked or unmapped utility lines.

Hydraulic Analysis

CDG will complete a hydraulic analysis to evaluate floodplain impacts of Pepperell Creek along the proposed Thomason Drive Extension alignment. Hydraulic modeling will be performed using the latest version of the USACE HEC-RAS computer model. The hydraulic model will include analysis of existing and proposed conditions of Pepperell Creek. Because the selected roadway alignment traverses through the existing floodplain, a no-rise condition will be sought for this area, it is anticipated that floodplain impacts will not yield a no-rise condition and therefore will require a FEMA Letter of Map Revision (LOMR).

It is anticipated the analysis will include:

- Hydraulic modeling of existing and proposed conditions using HEC-RAS computer models.
- Preparation of a Conditional Letter of Map Revision (CLOMR) and submittal to FEMA prior to construction activities.
- Preparation of a Letter of Map Revision (LOMR) and submittal to FEMA following construction activities.

Please note that fees for FEMA CLOMR/LOMR application and approval are the responsibility of the City.

Traffic Signal Design Services

CDG will perform the following specific subtasks:

- ***Intersection Geometry Analyses/Concept Development***
 - CDG will assist in development of intersection layouts. Required capacity analyses for the Gateway Drive at Thomason Drive/Thomason Drive Extension and Frederick Road at Cunningham Drive intersections will be

conducted in development of the intersection layout concepts for these locations. Analyses will be undertaken to assist in the development of the intersection geometry to include turn lane and through lane needs, queue lengths, signal phasing, and other information related to intersection layout to provide an intersection concept which will yield acceptable traffic operations. It is anticipated the product of this study task would be a concept drawing of the study intersections provided for use in development of construction plans. A graphic will be provided for review and discussion. Upon receipt of comments, the intersection layout concepts will be finalized and resubmitted to as needed.

- ***Traffic Signal Design***

- CDG will undertake traffic signal design services for two (2) intersections in the project, including Gateway Drive at Thomason Drive/Thomason Drive Extension and Frederick Road at Cunningham Drive. It is understood the traffic signal construction plans will be developed in a format that will be inserted in the roadway construction plan assembly. It is anticipated a signal legend sheet, signal note sheet, box quantity sheet, signal layout sheets and project details will be required. As part of the traffic signal design services, provision of pedestrian signals at each location will be included, as needed. It is anticipated the traffic handling plan for signal construction will be included in the overall plan assembly as prepared by the Client.
- Traffic signal design will be developed using base mapping information provided by the City. Data provided on the base maps should include, but not be limited to: pavement edges and/or curb lines; roadway markings; highway signs; utility poles; overhead utilities; street lighting; underground utilities; right-of-way; etc.
- Design efforts for the project will be undertaken using procedures and specifications as established by the City and ALDOT as appropriate. Design efforts will include, but are not limited to:
 - Removal diagrams for existing signals and equipment.
 - Signal phasing and timing.
 - Research applicable City/ALDOT specifications.
 - Determine appropriate signal notes.
 - Determine equipment and installation details.
 - Determine special details for signal construction.
- The plan assemblies will include applicable traffic signal legend sheets, traffic signal note sheets, quantity sheets, signal layout sheets, and applicable detail sheets.

- ***Traffic Signal Permitting***

- CDG will coordinate traffic signal permitting/review efforts with the City and ALDOT for the signal on Gateway Drive. This task will include

transmitting plans, preparation of permit applications, and coordination to ensure timely reviews and approvals.

- ***Traffic Signal Coordination Timings***

- Traffic signal modifications at the project intersections will require signal coordination timing updating and analyses conducted to update such coordination timings. The updated signal coordination timings will be documented and provided to the City for review. Electronic (PDF) copies will be provided to the City and ALDOT, as needed.
- Following construction of the signals, input revised signal timings for the subject intersections. Following installation of updated signal timings, CDG will conduct field observations and fine tune signal coordination timings as needed to accommodate traffic flows. Upon completion of fine-tuning signal timings, CDG will provide the City and ALDOT, as appropriate, with the latest updated signal coordination timings for the subject intersections.

ROW Map, Tract Sketches and Deeds

CDG will assist with ROW documents generally consisting of the following services:

- Prepare Preliminary ROW map, tract sketches and deeds (up to 24 parcels) to the City of Opelika standards and guidelines.
- Submit preliminary items to City an initial review.
- Address any comments from the initial review and submit final ROW map, Tract sketches and deeds.

Roadway Plans

CDG will complete the final plan assembly detailing items of work necessary to complete construction of this project. The plan assembly will reference the ALDOT Standard Specifications for Highway Construction.

It is anticipated the plan assembly process will include:

- Integration of Materials Report recommendations into plan assembly;
- Integration of the Corridor Analysis study accomplished in Phase I;
- Completion of final roadway construction plans. The plan assembly will likely include:
 - Typical Sections
 - Geometric Layout Sheets
 - Plan/Profile Sheets
 - Drainage Sections
 - Paving, Signing and Striping Layouts
 - Gravity Sewer Main Design

- Erosion and Sediment Control Plans
 - Roadway Lighting Sheets for Roundabouts
 - Traffic Control Sheets
 - Cross Sections
 - Associated project notes, details and drawings
- Gravity sewer main design for properties along Thomason Drive;
- Preparation of construction cost estimate(s);
- Preparation of ROW map, tract sketches, and deeds (up to twenty-four (24) tracts total);
- Preparation of a Construction Best Management Practices Plan (CBMPP) document;
- Preparation of a National Pollutant Discharge Elimination System (NPDES) permit application. Required Fees will be the responsibility of the City;
- Submittal of comprehensive design package to City for review and approval. To facilitate approval of final plans, we propose the following review schedule:
 - 30% Plan Submittal and Review
 - 60% Plan Submittal and Review
 - 90% Plan Submittal and Review
 - Final Plan Submittal and ALDOT Permitting Review for connection to Gateway Drive

Letting Assistance & Contract Procurement

CDG will assist the City with a local bid letting, generally consisting of the following services:

- Upon City approval to bid, preparation of Notice of Advertisement to bid;
- Respond to Contractor requests for information during bid procurement;
- Fulfill Contractor orders for project plans;
- Assistance with local bid letting;
- Review bids and make recommendation of award to the City;
- Contract Procurement;
- Design team attendance at the Pre-Construction Meeting



Mr. Scott Parker, PE
March 31, 2021
Page 9 of 9

13.17.a

Project Fee

CDG proposes to complete the above-described scope of services on a lump sum basis according to the schedule below. At the request of the City, a 5% contingency services budget is also included. Services under the contingency budget will be undertaken at City request and negotiated as written amendments to the engineering services agreement.

Project Phase	Proposed Fee
Field Survey	\$20,000
Environmental Services	\$10,280
Geotechnical Services	\$81,310
Hydraulic Analysis	\$44,400
Traffic Signal Design Services	\$29,150
ROW Map, Tract Sketches and Deeds	\$15,920
Roadway Plans	\$142,930
Letting Assistance & Contract Procurement	\$11,410
Subtotal	\$355,400
Contingency (5%)	\$17,770
Total	\$373,170

Please note that the following services are excluded from this proposal:

- Boundary Surveys;
- ROW acquisition services;
- Construction & Engineering Inspections services;
- Traffic Signal Warranting and associated traffic counts;
- Traffic Signal Pole and foundation design;

We sincerely appreciate the opportunity to submit this proposal. Should you have any questions or need additional information regarding the proposal contents, please do not hesitate to call.

Sincerely,

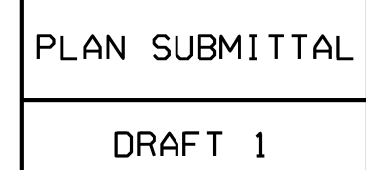
CDG Engineers & Associates

T.J. Kelley
Project Manager III

Matt Hawes, PE
Transportation Practice Leader

Attachment: Exhibit A--Thomason Drive Ext-Phase II_Proposal (079-21 : Agreement with CDG Engineering for Thomason Dr Extension Phase II

GEOMETRIC DESIGN CRITERIA



HORIZ  SCALE (FEET)

SHEET TITLE

DRAFT 1

HORIZONTAL ALIGNMENT

ROUTE
THOMASON
DRIVE
EXT

RESOLUTION NO. 080-21

Agreement with Sain Associates, Inc. for Roundabout Design at Sportsplex and Westpoint Pkwy
- ENG.

RESOLUTION NO. _____

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING
AWARD OF CONTRACT TO SAIN ASSOCIATES, INC.,
FOR PROFESSIONAL ENGINEERING SERVICES IN CONJUNCTION
WITH ROUNDABOUT AT SPORTSPLEX PARKWAY AND WEST POINT PARKWAY

WHEREAS, professional engineering services are needed in conjunction with the construction of a roundabout at Sportsplex Parkway and West Point Parkway (the “Project”); and

WHEREAS, Sain Associates, Inc., (“Sain”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide planning and engineering services for the Project; and

WHEREAS, the City has received a Proposal for Design Engineering Services from Sain; and

WHEREAS, the estimated compensation due to Sain under the proposal is \$148,000, which shall come from the Unassigned Fund Balance; and

WHEREAS, City staff recommends Sain to perform said services; and

WHEREAS, the City Council has reviewed the Proposal submitted by Sain and has determined that it is in the best interest of the City to enter into a contract with Sain.

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

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

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

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

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to Sain Associates for the provision of design engineering services as outlined in the Proposal attached hereto.

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

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

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

ATTEST:

CITY CLERK



SAIN
ASSOCIATES

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

March 30, 2021

Mr. Scott Parker
City of Opelika Engineer
700 Fox Trail
P.O. Box 390
Opelika, AL 36801

SUBJECT: Proposal for Design of Roundabout at Sportsplex Pkwy and West Point Pkwy
Opelika, AL
SA Project #21-0090

Dear Scott:

We appreciate the opportunity to submit this proposal for engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

Sain prepared an intersection study for the City of Opelika, dated November 18, 2020, which considered 3 alternatives to improve traffic safety and operations at the intersection of Sportsplex Parkway and West Point Parkway. According to the study, the installation of a roundabout was determined to be the preferred alternative, and the City now desires to proceed with design of this roundabout. A conceptual layout of the proposed roundabout has been attached to this proposal for reference.

The following understanding is based on guidance received from the City:

- The roundabout will be designed using AASHTO standards and the ALDOT Roundabout Manual.
- Topographic and right-of-way survey will be completed by the City and provided to Sain in Microstation format. Sain will rely on the accuracy of the survey provided by the City.
- The City does not anticipate any ALDOT involvement in the project. Although the project is in close proximity to ALDOT's denied access boundary, the intent of the design is to avoid any construction within the denied access area. Therefore, coordination and permitting with ALDOT is not included in this scope of services.
- The roundabout will be designed so that the City may construct pedestrian facilities in the future, if desirable, but the installation of sidewalk and curb ramps are not proposed as a part of this project, since there is currently no known pedestrian activity within the project limits.
- No special accommodation will be given to bicycles within the roundabout, since this is typical for low speed, one-lane roundabouts. Bikes will be required to merge with traffic to pass through the roundabout. However, for segments of the roadway beyond the intersection, wide (5' to 8') paved shoulders will be included to conform to guidance within the City's current bike plan.
- The roundabout design will most likely require road widening above existing utilities. Sain will prepare existing utility base sheets to be a part of the final plan assembly and will provide plans to utility owners for a review of potential conflicts. If the City and utility owners determine the relocation of utilities is necessary, Sain will incorporate into the plan set any relocation plans



prepared by utility companies for the contractor's reference. Sain's preparation of utility relocation plans is not included in this scope of services.

- For new pavement design, Sain will rely on pavement recommendations to be provided by the City. The intent of the design will be to retain existing pavement wherever possible, in order to reduce construction costs. An asphalt overlay will be considered in areas where a mixture of asphalt and concrete pavement surfaces may cause driver confusion.
- The City desires to construct the proposed roundabout within existing right-of-way. As a result, all services related to required right-of-way or easements have been excluded from this scope.
- Environmental clearances and/or technical studies are not required for the project.
- This project will require an NPDES permit from ADEM if disturbance exceeds 1 acre. We will coordinate this submittal with the City as the Permittee. ADEM requires the Permittee create an online account, and we will assist you through this process if needed. The permit application fee is not included within this scope and will need to be submitted to ADEM by the City.
- Lighting of the proposed roundabout is recommended to allow approaching drivers to perceive and react to the intersection at nighttime. Since roadway lighting is currently in place at the intersection, Sain recommends that the City coordinate with the current lighting utility owner to determine the most effective plan for lighting the roundabout. Therefore, lighting design has been excluded from this scope of services.
- The City will bid the project; therefore advertising, bidding assistance, and preparation of contract documents are not included in this scope. The City also intends to perform any Construction Engineering and Inspection (CE&I) services that are necessary during construction.
- During the project, if the City requests that Sain perform any of the above items excluded from the current scope, Sain can perform the desired services on an hourly not to exceed basis as described below in the "Owner's Allowance" section of this proposal. If out of scope work would exceed the amount included in this proposal, Sain would be pleased to submit a supplemental agreement for the City's consideration.
- ALDOT specifications will be utilized as the technical specifications for the work.
- Plan submittals and reviews by the City will occur at 30%, 85%, and 100% completion, and an opinion of probable construction costs will be included with each submittal.

Scope of Services

Sain Associates will provide the following scope of services:

Roadway Contract Plans

Upon receiving the completed topographic survey from the City, Sain will begin preparation of a 30% design for review by the City. The 30% design will consist of preliminary plans of the proposed roundabout, including typical sections and roadway profiles. The 30% design will be sufficient for a preliminary review of the roundabout layout and will delineate approximate project limits for review of any potential impacts to right-of-way, utilities, or adjacent development. Truck turn templates and fastest path analyses will also be prepared as part of the 30% design. The 30% plans will be submitted to the City for review and approval.



Upon approval of 30% plans, Sain will prepare the full plan set for review by the City. The following plan sheets are expected to be included in the overall final plan assembly:

- Title sheet with index
- Legend and abbreviations sheet
- Project notes
- Roadway typical sections and ditch typical sections
- Quantity summary list
- Geometric control layout
- Plan and profiles for proposed roundabout
- Drainage profiles and details, as necessary
- Paving layout sheets, including construction details for splitter islands
- Roundabout grading plan
- Signing and striping plans
- Traffic control notes and details
- Traffic control plans
- Utility sheets
- Erosion control plans
- Cross sections for segments of roadway beyond roundabout

Sain anticipates that the required storm drainage system will consist of concrete flumes and ditches, but inlets and storm sewer pipe may be necessary. The following storm design years will be used for analysis of the required drainage system:

- Inlets and closed storm sewer pipe - 10 year
- Crossdrain/culvert - 50 year but not overtop for the 100 year
- Ditches -25 year, unless downstream of crossdrain/culvert, then follows the same design storm as crossdrain/culvert

In addition to the 30% plan submittal and review described above, plan submittals and City reviews will occur at 85% and 100% completion. An opinion of probable construction costs will be included with each plan submittal. Plans will be prepared to current ALDOT standards and specifications.

Utility Coordination

As described above, the roundabout design will most likely require road widening above existing utilities. Existing utility poles and aerial lines may also need to be impacted by the work. Once Sain has prepared preliminary design plans for the roundabout, we will provide plans to utility owners for a review of potential conflicts. Sain will coordinate with the City and utility owners to determine if the relocation of utilities is necessary, and Sain will incorporate into the plan set any relocation plans prepared by utility companies for the contractor's reference.

Proposal for Roundabout Design
 City of Opelika
 March 30, 2021
 Page 4



Meetings and Project Management

Sain has budgeted for the following face-to-face meetings:

- 30% review meeting
- 85% review meeting

Sain will provide email updates to the City monthly throughout the course of the project. Invoices will also be submitted monthly, along with a progress report.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: environmental technical studies or environmental document; topographic and right-of-way survey; staking services; the cost of filing fees for permits and approvals; public meetings or hearings; geotechnical studies; ALDOT permitting, meetings, and/or coordination, submittals to ALDOT and addressing comments received from ALDOT; design of utility relocations; lighting design; retaining wall design; traffic impact studies; traffic count data collection and analysis; traffic signal warrant evaluation; landscaping design; CE&I (inspections); or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed with the additional services.

Owner's Allowance

The excluded services listed above are not anticipated. However, if any of these services become necessary, Sain can perform them for an hourly not to exceed amount under the "Owner's Allowance" task below. Any changes in scope or charges against the "Owner's Allowance" will be approved in writing by the City prior to performing. If no changes in scope occur, the "Owner's Allowance" will not be charged.

Fees

We propose to provide the described design services based on the following fee schedule:

Roadway Contract Plans	Lump Sum \$106,750
Utility Coordination	Lump Sum \$10,500
Meetings and Project Management	Lump Sum \$18,000
Owner's Allowance	Hourly with Maximum Fee \$13,500

Total Estimated Budget.....\$148,750

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees. The ADEM permit fee, if necessary, is NOT included in the above fees and will be the responsibility of the City.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its

Proposal for Roundabout Design
City of Opelika
March 30, 2021
Page 5



impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

Upon receipt of NTP, Sain will contact the City to determine a mutually agreeable schedule to achieve project completion.

Proposal for Roundabout Design
 City of Opelika
 March 30, 2021
 Page 6



Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.
 Project Manager
 AL No. 32400

Enclosures:
 Roundabout concept
 Sain Terms & Conditions (sch. 2021)

OFFERED:
 SAIN ASSOCIATES, INC.
 BY: Alicia Bailey, P.E. / Principal/Owner / AL No.
 26339

 Signature of Authorized Representative

Date: 3/30/21

ACCEPTED:
 CITY OF OPELIKA

BY: _____
 Signature of Authorized Representative

 Print Name & Title

Date: _____

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$180.00 - \$250.00 per Hour
Engineer/Planner	\$98.00 - \$144.00 per Hour
Senior Engineer	\$150.00 - \$200.00 per Hour
GIS Professional	\$120.00 - \$133.00 per Hour
Designer	\$87.00 - \$122.00 per Hour
Surveyor	\$93.00 - \$130.00 per Hour
Survey Crew (1-Person)	\$90.00 per Hour
Survey Crew (1-Person + Robot)	\$140.00 per Hour
Survey Crew (2-Person)	\$140.00 - \$160.00 per Hour
Survey Crew (3-Person)	\$180.00 - \$195.00 per Hour
Survey Per Diem	\$150.00 per person per Night
Level 1 Inspector	\$75.00 - \$90.00 per Hour
Level 2 Inspector	\$80.00 - \$95.00 per Hour
Administrative Support	\$60.00 - \$75.00 per Hour

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Sain will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Sain may elect to seek assistance in collection of accounts in excess of 120 days in which case you will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. We reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Responsibility of the Client

Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Jobsite Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2021

ORDINANCE NO. 007-21-ORD

Approve the Leasing of the Property Located at 1103 Glenn St. to Envision Opelika Foundation, Inc. - 2nd Reading.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE LEASING OF THE PROPERTY LOCATED AT
1103 GLENN STREET TO ENVISION OPELIKA FOUNDATION, INC.**

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 (the "City") is not currently needed for public or municipal purposes, to-wit:

Commence at the Northeast Corner of Section 18, Township 19 North, Range 27 East, Lee County, Alabama; Thence run South a distance of 339.80 feet; Thence run South 85 Degrees 13 Minutes 49 Seconds West, a distance of 390.75 feet to a chain link fence corner post and the Point of Beginning for the parcel herein described: Thence run South 03 Degrees 13 Minutes 55 Seconds East along said fence, 377.84 feet to an iron pin and axle at a fence corner; Thence South 85 Degrees 02 Minutes 52 Seconds West along said fence, 377.59 feet to an iron pipe on the East margin of Glenn Street Right-of-Way (formerly South Eighth Street); Thence North 03 Degrees 14 Minutes 20 Seconds West along said street, 379.04 feet to an iron pipe at the intersection of the South margin of West Johnson Avenue Right-of-Way; Thence North 85 Degrees 13 Minutes 49 Seconds East along said Right-of-Way of said West Johnson Avenue, 377.60 feet to the Point of Beginning. Described parcel containing 3.29 Acres, more or less, and as shown on Plat of Survey entitled Brown/Southside School dated August 2004 by Brady Pollock of the City of Opelika Engineering Department under the direction of Huey W. Morgan, Al. Reg. No. 18384.

Also being described as Lot 5 in Block 226 according to Totten's Official Real Estate Map of the City of Opelika as recorded in Plat Book 2, at Page 9 in the Office of the Judge of Probate of Lee County, Alabama.

The City reserves to itself the exclusive use of a portion of the north wing of the

building according to and as shown on the drawing of the Opelika Cultural Center, a copy of which is attached hereto as Exhibit "A" (the portion of the north wing shaded in red is reserved to the City). The City and its employees, guests and invitees shall have unobstructed access to the reserved portion of the north wing through the front entrance and the north corridor of the building.

Section 2. That the City, having received an offer from Envision Opelika Foundation, Inc., to lease said property located at 1103 Glenn Street, Opelika, Alabama, it is hereby declared to be in the best interest of the public and the City, to lease said property to Envision Opelika Foundation, Inc., for a term not to exceed three (3) years.

Section 3. That a proposed Lease Agreement to be entered into between the City and Envision Opelika Foundation, Inc., a copy of which is attached as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. Pursuant to the authority granted by §11-47-21 of the *Code of Alabama*, 1975, the Mayor is hereby authorized and directed to execute and deliver said Lease Agreement in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to attest said Lease Agreement.

Section 5. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 6. That 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 _____, 2021.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA)
 : LEASE AGREEMENT
 COUNTY OF LEE)

THIS LEASE AGREEMENT is made and entered into this the ____ day of March, 2021 at Opelika, Alabama, by and between the City of Opelika, a municipal corporation, hereinafter called "**LESSOR**", and Envision Opelika Foundation, Inc., a non-profit corporation, hereinafter called "**LESSEE**".

ARTICLE I

PROPERTY LEASED

LESSOR hereby leases to **LESSEE**, and **LESSEE** leases from **LESSOR**, that certain property located at 1103 Glenn Street hereinafter called "Leased Premises", situated in Opelika, Lee County, Alabama and described as follows:

Commence at the Northeast Corner of Section 18, Township 19 North, Range 27 East, Lee County, Alabama; Thence run South a distance of 339.80 feet; Thence run South 85 Degrees 13 Minutes 49 Seconds West, a distance of 390.75 feet to a chain link fence corner post and the Point of Beginning for the parcel herein described: Thence run South 03 Degrees 13 Minutes 55 Seconds East along said fence, 377.84 feet to an iron pin and axle at a fence corner; Thence South 85 Degrees 02 Minutes 52 Seconds West along said fence, 377.59 feet to an iron pipe on the East margin of Glenn Street Right-of-Way (formerly South Eighth Street); Thence North 03 Degrees 14 Minutes 20 Seconds West along said street, 379.04 feet to an iron pipe at the intersection of the South margin of West Johnson Avenue Right-of-Way; Thence North 85 Degrees 13 Minutes 49 Seconds East along said Right-of-Way of said West Johnson Avenue, 377.60 feet to the Point of Beginning. Described parcel containing 3.29 Acres, more or less, and as shown on Plat of Survey entitled Brown/Southside School dated August 2004 by Brady Pollock of the City of Opelika Engineering Department under the direction of Huey W. Morgan, Al. Reg. No. 18384.

Also being described as Lot 5 in Block 226 according to Totten's Official Real Estate Map of the City of Opelika as recorded in Plat Book 2, at Page 9 in the Office of the Judge of Probate of Lee County, Alabama.

LESSOR reserves to itself the exclusive use of a portion of the north wing of the

building according to and as shown on the drawing of the Opelika Cultural Center, a copy of which is attached hereto as Exhibit "A" (the portion of the north wing shaded in red is reserved to the **LESSOR**). The **LESSOR** and its employees, guests and invitees shall have unobstructed access to the reserved portion of the north wing through the front entrance and the north corridor of the building. The **LESSOR** intends to use the reserved portion of the building as a senior center.

ARTICLE II

LEASE TERM

This lease shall be for a term of three (3) years, beginning on the 1st day of April, 2021 and expiring at 12:00 midnight on the 31st day of March, 2024, unless sooner terminated as hereinafter provided. The parties agree that either party shall have the right to terminate the lease at anytime by giving the other party ninety (90) days previous notice in writing of its desire to terminate the same and **LESSEE'S** obligation to pay rent shall abate after such time. It is the objective of **LESSEE** to develop and use the leased property as a cultural arts center. On an annual basis, and prior to exercising its right to terminate the lease as provided herein, the **LESSOR** shall analyze the progress made by **LESSEE** in renovating and developing the leased property as a cultural arts center and shall determine whether there has been satisfactory progress in said regard.

ARTICLE III

RENT

LESSEE shall pay **LESSOR** the sum of \$10.00 as annual rent of the Leased Premises, which sum shall be payable in advance on or before April 1 of each year.

ARTICLE IV**USE OF PREMISES**

LESSEE shall have the right to use the Leased Premises for charitable, cultural, educational, scientific, literary and artistic purposes and activities only.

ARTICLE V**UTILITIES**

LESSEE during the term hereof shall pay all charges for telephone, gas, electricity, sewage, water and other utilities used in and on the Leased Premises and for the removal of rubbish and garbage therefrom immediately upon coming due and hold **LESSOR** harmless from any liability therefor.

ARTICLE VI**ALTERATIONS**

LESSEE may, at its own expense, make minor repairs and alterations to the interior of the building, partitioning walls and making such other minor alterations or additions within the premises as may be necessary without the consent of **LESSOR**. Any alterations or fixtures attached to or affixed to the building shall become part of the building and the property of the **LESSOR** and shall not be removed unless the **LESSOR** agrees in writing to permit the **LESSEE** to do so.

ARTICLE VII**INSURANCE**

(a) **LESSOR** shall secure from a good and responsible company or companies doing insurance business in the State of Alabama and shall maintain during the entire term of this lease

fire and extended coverage insurance in an amount not less than the value of the building and other improvements on the Leased Premises. **LESSEE** shall pay to **LESSOR**, within thirty (30) calendar days of any invoice by **LESSOR**, on a dollar-for-dollar basis, any insurance premiums incurred by **LESSOR** to insure the Leased Premises.

(b) **LESSEE** agrees to secure and keep in force from the commencement date of the lease and throughout the full term of the Lease, at the **LESSEE'S** expense, commercial general liability insurance on the Leased Premises, insuring **LESSOR** against liability for injury to persons or damage to property occurring in or about the Leased Premises or arising out of the use or occupancy thereof. Said insurance shall specify a single occurrence policy limit of at least \$2,000,000 naming **LESSOR** as an additional insured.

ARTICLE VIII

EQUIPMENT AND FIXTURES

All furniture, fixtures and equipment placed on the Leased Premises by **LESSEE** shall remain the property of **LESSEE**. **LESSEE** may, at the expiration of the term hereof, remove such furniture, equipment and fixtures, if removal is done so as not to damage the Leased Premises; provided, however, that any such furniture, equipment and fixtures not removed from the Leased Premises within thirty (30) days after the expiration or sooner of the term hereof shall be deemed to have been abandoned by the **LESSEE** and shall thereupon become the property of **LESSOR** without compensation to **LESSEE**.

ARTICLE IX

MAINTENANCE

LESSEE agrees to repair and maintain the building on the Leased Premises, including

the roof and walls, in as good a condition as existed on the commencement date of this Lease. **LESSEE** further agrees to keep the building clean and safe and free of insect infestation and rodents. **LESSEE** further agrees to replace all broken window panes and repair damaged or broken plumbing fixtures. **LESSOR** agrees to maintain in good and safe condition the exterior grounds of the Leased Premises. **LESSOR** also agrees to maintain, in good and safe condition, the portion of the north wing of the building reserved to the **LESSOR**.

ARTICLE X

GOVERNMENTAL REGULATIONS

LESSEE covenants that it will observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state or federal authorities having jurisdiction over said premises or the activities conducted therein by **LESSEE**, its tenants and assigns.

ARTICLE XI

INDEMNIFICATION

LESSEE agrees to indemnify and hold **LESSOR** harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for defense thereof, arising from the conduct or management of **LESSEE'S** activities in the Leased Premises or from any breach on the part of **LESSEE** of any conditions of this lease, or from any act of negligence of **LESSEE** or its agents, contractors, employees, concessionaires or licensees in and about the Leased Premises. In case of any action or proceeding brought against **LESSOR** by reason of such claim, **LESSEE**, upon notice from **LESSOR**, covenants to defend such action or proceeding by counsel acceptable to **LESSOR**.

ARTICLE XII

INSPECTION

LESSEE shall permit **LESSOR** and its agents to enter into and upon the leased premises, at all reasonable time, for the purpose of inspecting the same.

ARTICLE XIII

PEST CONTROL AND TERMITE BOND

LESSOR, at **LESSOR'S** expense, shall keep in full force during the Term of this Lease Agreement a termite bond that shall be reasonably satisfactory to the **LESSEE**. The parties have agreed that, under no circumstances, will the City be obligated to pay any sum in excess of \$500.00 annually for the termite bond. If the cost of the termite bond shall exceed \$500.00, the **LESSEE** shall pay all costs in excess of \$500.00. **LESSOR** during the term hereof shall provide monthly pest control services and shall exterminate additionally as needed to remedy a pest or insect infestation. **LESSEE** shall notify **LESSOR** of any pest or insect infestation. **LESSEE** agrees to reimburse **LESSOR** monthly for any amounts paid for pest control services except as provided herein concerning the termite bond.

ARTICLE XIV

SALE OF LEASED PREMISES

LESSOR agrees that it will not sell, convey or transfer the Leased Premises during the Lease Term.

ARTICLE X

ASSIGNMENT AND SUBLEASE

LESSEE may assign or sublet the Leased Premises, or any part thereof, without the written consent of **LESSOR**, subject to all the terms and conditions of the Lease Agreement.

ARTICLE XV

REMEDIES FOR DEFAULT

If **LESSEE** shall at anytime fail and neglect to perform and observe any of the covenants or conditions herein contained on its part to be performed and observed, then **LESSOR** shall have the right to terminate this lease by giving fifteen (15) days' notice of its intention to do so and, after the expiration of said fifteen-day period, default not having been remedied by **LESSEE**, have the right to re-enter said premises or any part thereof without further notice or demand and to hold and peaceably enjoy the same as if these presence had not been made. In addition to all other remedies provided at law or in equity, **LESSOR** may re-let the premises or any part thereof for all or part of the remainder of said term to a party satisfactory to **LESSOR**. All rights and remedies of **LESSOR** under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies shall be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

ARTICLE XVI

SUCCESSORS AND ASSIGNS

This lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVII

ENTIRE AGREEMENT

This lease contains the entire agreement of the parties and all representations,

agreements and statements made previously by any party to the other, unless set forth herein, are null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the _____ day of _____ 2021.

CITY OF OPELIKA - LESSOR

BY: _____
Its Mayor

ATTEST:

City Clerk

ENVISION OPELIKA FOUNDATION, INC.
LESSEE

BY: _____
Its _____

