OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "
300 Martin Luther King Blvd.
July 6, 2021
TIME: 7:00 PM

1. CALL TO ORDER

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

3. INVOCATION
    1. Bill White from First Presbyterian Church.

4. PLEDGE OF ALLEGIANCE
    1. Jared Banks and Andrew Mills from Boy Scout Troop 858.

5. READING OF MINUTES
    1. Minutes from the 06-15-21 council meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. Recognize Opelika Parks & Rec Track Participants in the Alabama State Games and the Qualifiers for the State Games of America 2022.
    2. Recognize City of Opelika and Opelika Chamber of Commerce for Partnership in the Community Vaccine Clinic.

8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Request Alcohol License - Dreamz Lounge & Pool Hall LLC Dba Dreamz Lounge, Retail Liquor Class I and On Premise Beer.
    2. Public Hearing - Project Agreement with Point Broadband.
    3. Public Hearing - Demolition - 600 Meadow Avenue.
    4. Public Hearing - Weed Abatement Assessment - 1733 1st Ave.
    5. Public Hearing - Weed Abatement Assessment - 308 Brannon Ave.
    6. Public Hearing - Weed Abatement Assessment - 206 Byrd Ave.
    7. Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.
    8. Public Hearing - Weed Abatement Assessment - 514 Old Columbus Rd.
    9. Public Hearing - Weed Abatement Assessment - 105 Vaughan Ave.
    10. Public Hearing - Weed Abatement Assessment - 810 Williamson Ave.

11. Public Hearing - Rezoning and Master Plan Amendments, 3.91 Acres, Robert Trent Jones Trail.

12. AWARDING OF BIDS

13. RESOLUTIONS
    1. Expense Reports from Various Departments.
    2. Designate City Personal Property Surplus and Authorize Disposal.
    3. Purchase - 624 Toter 96 Gal EVR II Carts - Sourcewell Contract #041521 - OES.
    4. Purchase - 17.5 Ton RTU HVAC Replacement System - Omnia Contract #15-JLP-023 - PW.
    5. Purchase - Licensing for Salesforce Platform - Omnia Contract #R191902 - IT.
    6. Purchase - Google Cloud Computing and Disaster Recovery Services - Natl IPA Contr #2018011-01 - IT.
    7. Purchase - SalesForce Government Capsule - Implementation and Services - IT.
    8. Request Refund of Occupational License Fees - Jennifer Kellon.
    9. Request Refund of Occupational License Fees - Tracey Johnson.
    10. Abatement of Building Permit Fees for the Fuller Center for Housing.
    11. Approve Project Agreement with Point Broadband - ED.
    12. Approve Letter of Agency to Granite Telecommunications for the Billing of Communications Services - IT.
    13. Authorize Agreement with Auburn University for Alabama Recycling Funds Grant Program Administration - OES.
    14. Grant Application - 2021 Byrne Justice Assistance Grant (JAG) - OPD.
    15. Demolition - 600 Meadow Avenue.
    16. Weed Abatement Assessment - 1733 1st Ave.
    17. Weed Abatement Assessment - 308 Brannon Ave.
    18. Weed Abatement Assessment - 206 Byrd Ave.
    19. Weed Abatement Assessment - 1109 Magnolia St.
    20. Weed Abatement Assessment - 514 Old Columbus Rd.
    21. Weed Abatement Assessment- 105 Vaughan Ave.
    22. Weed Abatement Assessment - 810 Williamson Ave.
    23. Special Appropriation for National Night Out 2021 on 08-03-21.
    24. Authorize Submittal of Grant Application for the Veterans Parkway Extension.
    25. Special Appropriation to the Domestic Violence Intervention Center.

14. ORDINANCES
    1. Approve Amending Personnel Policies and Procedures Manual - 2nd Reading.
    2. Amend Zoning Ordinance and Master Plan, 3.91 Acres, Robert Trent Jones Trail - 1st Reading.

15. APPOINTMENTS

16. ADJOURN
    1. Character Trait of the Month - Responsibility, the quaility or state of being responsible: such as. a: moral, legal, or mental accountability. b: reliability, trustworthiness.

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4740

CM MINUTES (ID # 4740)

Minutes from the 06-15-21 council meeting.

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
300 Martin Luther King Blvd.
June 15, 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. Brown provided the invocation.

1. John Brown from New Birth Ministries to Men.

4. Pledge of Allegiance

Mr. Jones led the Pledge of Allegiance.

1. Russell Jones - City Clerk.

5. Reading of Minutes

1. Minutes from the 06-01-21 council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

1. City's Financial Summary Report for May 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. May 2021 Monthly Building Report.

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

3. Recognize City of Opelika Graduates of the Alabama City/County Management Association Program.

Mayor Fuller asked Mr. Motley to join him up front to recognize four graduates from the ACCMA program. Mayor Fuller then explained what the program entails and called the four city employees forward and presented them with their certificates of completion.

4. Recognize Opelika Cheer and Tumbling Program National Qualifiers and Coaches.

Mayor Fuller then asked Tiffany Chandler to join him up front to recognize the Opelika Cheer and Tumbling national qualifying athletes and coaches. Ms. Chandler then called each athlete up front and announced their accomplishments, and then also recognized three coaches that were present as well.

8. Citizen Communications

Attachment: CM minutes 06-15-21 (4740 : Minutes from the 06-15-21 council meeting.)

Oscar Penn of 18 Jeter Avenue spoke first. Mr. Penn first stated he is the President of the Concerned Citizens of Opelika group and also a member of the executive committee of the Lee County NAACP branch 5038. Mr. Penn then stated at the previous council meeting on the 1st of June, there were allegations made against himself and Critical Insights Consulting for the work they are both doing in the community. Mr. Penn stated he would not revisit what was said, and that his original comments on the 18th of May and the comments made against him on the 1st of June are both recorded if any citizen would like to know what was said. Mr. Penn also stated that the community and the work being done in the community are far too important for leaders, and so-called leaders, to be working against one another by making allegations with no substantial evidence. Mr. Penn then offered his forgiveness, stated he would leave it there, and also stated that the work being done in community is the most important thing instead of bickering over unsubstantiated accusations. Mr. Penn then asked to address one other issue, and stated that since 1992 the Concerned Citizens of Opelika have had a watchdog group that watched over the promotional practices of the Opelika Fire Department and out of the 70 current firemen there are only 5 that are black. Mr. Penn stated they heard there was a certain criteria entered into the promotional practices that was not there prior to the last promotional testing. Mr. Penn then stated there was an apparatus operator, that because of not having a paramedic license, was not allowed to be promoted, but was number 2 in scoring on the exam. Mr. Penn then explained that the Concerned Citizens feel that if the new criteria was put in place after the tests were taken, it should not apply to those who just took the exam and they should be allowed to be promoted anyway. Mr. Penn closed by asking the council to either review what happened, or speak with Chief Boyd about why the fireman in question scored 2nd on the exam but did not qualify for a promotion.

Joshua Lewis of 1106 Stage Road spoke next. Mr. Lewis stated he came to speak in light of Executive Order 13985, as a member of the executive committee of the Lee County NAACP, and on behalf of others that were present representing the cause of the black community. Mr. Lewis stated they were aware of funds made available to the city through Executive Order 13985, which is for advancing racial equity and support for under served communities through the federal government, and being aware of those, in Section 2 of the Executive Order there is a definition provided of equity and the overall intention of the order. Mr. Lewis then stated the definitions listed as "a.) the term equity means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to under served communities that have been denied such treatment, such as Black, Latino, Indigenous/Native American persons, Asian Americans, Pacific Islanders, and other persons of color, etcetera." Mr. Lewis then stated he is one of the voices that would speak up today on behalf of the black community in Opelika. Mr. Lewis continued by stating that all over the south there are educational disparities, economic disparities, health disparities, and a host of other issues, many of which in large part have been due to negligence of leadership and systematic denial of capital to said black communities. Mr. Lewis then stated he did not come to place blame but to make sure the people are heard, and added that in Opelika there is a near twenty percent poverty rate, which is alarming, and when you focus on the black community it rises to twenty-eight percent

Attachment: CM minutes 06-15-21 (4740 : Minutes from the 06-15-21 council meeting.)

poverty rate. Mr. Lewis also stated that "We as members of the black community would love for the money, the funds, that have been handed down by the Biden administration, through Executive Order 13985, that those funds would come to the black community as direct as possible, and we ask that those funds are not allocated or used for infrastructure. We would rather see those funds go towards the services that are listed along with that Executive Order. Just to name those services: food insecurity, employment assistance, mental health services, child care to youth services, education support, rental and utility assistance, mortgage assistance, economic development, public health, transportation, PPE and cleaning supplies, and health care services." Mr. Lewis closed by stating that the black community desires to have a say and very real part in how these funds are distributed, including very specific requests and demands respectively, and if the elected officials and appointed servants want to be remembered for being for equity in Opelika, then their voices should be heard and their requests and demands, when made, should be met for they will be reasonable and equitable.

Shalverri Stinson of 509 Hall Avenue spoke next. Ms. Stinson stated she is from Opelika, listed the schools in Opelika she attended as a child, stated is a mother of 2 children, and teaches at Drake Middle School in Auburn which means she is invested in this community. Ms. Stinson then stated that she has seen a lot of changes in Opelika, is impressed with them and excited about a lot of them, but she also recognizes that not every citizen has seen that same change. Ms. Stinson added that she is excited about Executive Order 13985 because it gives the opportunity to include all of the citizens of Opelika and the Executive Order specifically states for "under served communities". Ms. Stinson then stated that this is a big responsibility for the city officials but "The crown that you wear is heavy, ok? Responsibility is heavy, but we are depending on you to do what is right, what is good, what is necessary for all of us." Ms. Stinson continued by stating that we in Opelika are family, "Opelika strong", and she expects to see moving forward with that Executive Order, that the city is supporting them and the needs of every single community. Ms. Stinson then stated that she is going to be a "watchdog" on Opelika, and will be watching to see that the funds are being put in the correct places they are designed to be in, and again listed the 12 areas of need outlined by the Executive Order: food insecurity, employment assistance, mental health services, children and youth services, education support, rental and utility assistance, mortgage assistance, economic development, public health, transportation, health care services, and PPE and cleaning services. Ms. Stinson closed by stating that this is important, and she is trusting the elected officials to do what they all were asked to do when they were voted for.

John Andrew Harris of 311 East Avenue spoke next. Mr. Harris stated he has had an opportunity to speak with a lot of people in the community about Executive Order 13985, and when explaining what the Executive Order was about to them, it has given them hope in the things they would like to see happen in this community. Mr. Harris then stated he has seen and been a part of other communities that have also been given this opportunity, and come together to make themselves better, together, and wonders why Opelika cannot do the same, and that a lot of times we forget about our own community. Mr. Harris then listed many different ministers in the community that want to be involved with him, and then stated he is here because he cares

Attachment: CM minutes 06-15-21 (4740 : Minutes from the 06-15-21 council meeting.)

about his community and what he sees now in the community is a shame, and we need to do something about it. Mr. Harris then stated that they could help people in the community to own their own business and to bring the community up, with this money, because people are losing hope having to rent everything they need to run their business. Mr. Harris continued by stating that with this help people could then be proud of their community, and asked each council member to work with them, that each one of them campaigned on working with the community, and that this is their opportunity to do exactly that. Mr. Harris then stated he is also going to be a "watchdog" on this, and continued by adding that he will also be working with others on getting more people in the state registered to vote and in turn getting them more informed about what is going on in their community. Mr. Harris closed by asking President Smith if he and some of the community leaders and members would be able to come back and give the council a plan for the use of the funds. President Smith answered "Yes". Mr. Harris thanked him.

Laticia Khalif-Smith, a resident of Lee County, spoke next. Ms. Khalif-Smith stated that she was there in support of the cause of Executive Order 13985, and even though she is a member of the local branch of the NAACP, she was not there that night representing any sole entity, but rather as representation of a collective ideology to build capacity in our black community, the under served, and the often marginalized folks that have consistently not received fair and just treatment. Ms. Khalif-Smith then asked "What is the cause?" and explained each letter in the word "CAUSE" as follows: "C" is for Concern, and that she is a concerned citizen of this community and she is in support of this Executive Order for advancing racial equity and support for the under served community. "A" is for Available or Allocation, because what she knows for sure is that the funds are available and she wants to make sure they are allocated appropriately to the black community. "U" is for Unity, and that even though there are individual citizens representing individual organizations, the black community is coming together to make a concerted effort to make sure that they get what they need out of the Executive Order. "S" is for Services, the 12 services listed by the Executive Order, and not infrastructure, are what the funds should go toward to affect the community. "E" is for Equity, the consistent and systematic fair, just, and impartial treatment of individuals that includes the black community. Ms. Khalif-Smith closed by stating in the end the cause is simple, the cause is not asking for equal or social justice, but for economic justice and that is what Executive Order 13985 can provide for the black community.

Lorenza Reese of 114 Avenue B spoke next. Mr. Reese, a retired lieutenant of the Opelika Fire Department and member of St. James Missionary Baptist Church, stated his reason for coming was about saving lives. Mr. Reese explained that in his neighborhood on Avenue B, between S. 2nd Street and Stevens Street, there are a lot of speeding vehicles, and asked if the city would be able to put down speed breakers because he was almost a victim himself due to a speeding vehicle there turning into his home. Mr. Reese again asked if they could do something about the speeding as soon as possible because he sees to much speeding as he watches daily from his front porch. President Smith asked Mr. Reese for his address and Mr. Reese replied "114 Avenue B" and President Smith asked Mr. Jones if he got it and Mr. Jones nodded yes. Mr. Reese closed by stating he has seen some speed breakers over by Potter Court, which also needs

Attachment: CM minutes 06-15-21 (4740 : Minutes from the 06-15-21 council meeting.)

them in that area, he does not believe it would cost the city too much to do that to save a life, and asked if they could get something done about that very soon.

Ms. Norris then asked President Smith "May I thank the people that came today that spoke?". President Smith answered "Sure!". Ms. Norris then stated the following: "I just wanted to thank Pastor Joshua Lewis, as well as Ms. Khalif-Smith, and Mr. John Harris for coming forward today. We certainly appreciate hearing from the public. Thank you all so much for your passion. You do have our support, Ward 1 and Ward 2, but just know we cannot fight alone. We are outranked a lot of times because it's usually 2 to 3, and the 3 vote does win, but that does not mean that we are not just as passionate as you are about the items that you listed today. I also wanted to mention that you mentioned Executive Order 13985 several times. On May 4 we presented that here at the city council meeting. I sent an email again on June 4 asking about the Executive Order 13985. The Mayor specifically told me that Executive Order 13985 does not apply to state and local government. So if we can start anywhere, we need to start with finding out whether or not that Executive Order applies to local government. But I do want to thank you so much for coming forward today. We hear you, we are standing with you, we support you, and we thank you."

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 and Arts Event on 06-19-21.

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

2. Request for O-Day at Covington Park on 07-03-21.

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

3. Request 2021 Collinwood Christmas Luminaries on 12-17-21.

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

4. Request Alcohol License - The Sound Wall LLC dba the Inaugural Party for a Special Events Retail License.

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

5. Public Hearing - Demolition - 1700 3rd Avenue.

Attachment: CM minutes 06-15-21 (4740 : Minutes from the 06-15-21 council meeting.)

President Smith stated he would be cancelling the public hearing due to the recommendation by City Administration to remove the item from the agenda.

12. Awarding of Bids

President Smith asked Ms. Finley to present the bids.

1. Bids 124-21 Northpark Drive Improvements - ENG.

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

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 125-21 Expense Reports from Various Departments.

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

2. Resolution 126-21 Designate City Personal Property Surplus & Authorize Disposal.

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

3. Resolution 127-21 Purchase - 2023 Altec 60' Material Handler Bucket Truck W/ Chassis - Sourcewell Contr #012418-ALT - OPS.

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

4. Resolution 128-21 Purchase - (1) New Aerial Ladder Truck and (1) New Custom Pumper Truck - HGACBuy Contr #FS12-19 - FD.

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

5. Resolution 129-21 Accept Proposal from Tyler Technologies, Inc. for Cybersecurtiy Maturity Program - IT.

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

6. Resolution 130-21 Acceptance of Subdivisions and Roads Constructed and Inspected - ENG.

Attachment: CM minutes 06-15-21 (4740 : Minutes from the 06-15-21 council meeting.)

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

7. Resolution 131-21 Approve Amending the Organizational Chart for Multiple Departments - HR.

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

8. Resolution 132-21 Approve and Adopt City of Opelika Grant Policy.

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

9. Resolution Demolition - 1700 3rd Avenue.

While presenting the resolution, Mr. Gunter stated it was the recommendation of City Administration to remove the item from the agenda, and would need a motion to remove to do so.

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

10. Resolution 133-21 Request for Approval of a Special Use Permit with T-Mobile at 1015 West Point Pkwy.

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 011-21-ORD Approve Quitclaim Deed to Armetta Johnson - 2nd Reading.

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

2. Ordinance 012-21-ORD Approve Option to Puchase an Easement with Vertical Bridge Acquisitions, LLC - 2nd Reading.

RESULT:	**SECOND READING AND APPROVED [4 TO 0]**
MOVER:	Todd Rauch, Council Member
SECONDER:	Robert Lofton, Council Member
AYES:	Willie Allen, Robert Lofton, Eddie Smith, Todd Rauch
ABSTAIN:	Erica Norris

3. Ordinance Approve Amending Personnel Policies and Procedures Manual - 1st Reading.

President Smith asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance.

Attachment: CM minutes 06-15-21 (4740 : Minutes from the 06-15-21 council meeting.)

RESULT:	**FIRST READING INTRODUCED**

15. Appointments

16. Adjourn

The City Council meeting minutes of June 15, 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 - Honesty, the quaility of being fair and truthful: the quaility of being honest.

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

2. Motion to Adjourn.

The council meeting ended at 7:50 pm.

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

Attachment: CM minutes 06-15-21 (4740 : Minutes from the 06-15-21 council meeting.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 4745

GENERAL BUSINESS (ID # 4745)

Request Alcohol License - Dreamz Lounge & Pool Hall LLC Dba Dreamz Lounge, Retail Liquor Class I and On Premise Beer.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4676)

Meeting: 07/06/21 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:
DOC ID: 4676

Public Hearing - Project Agreement with Point Broadband.

LEGAL NOTICE OF PUBLIC MEETING AND PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

NOTICE is hereby given that the City Council (the "Council") of the City of Opelika, Alabama, (the "City") will meet in public session at 7:00 p.m. on Tuesday, July 6, 2021, in the Courtroom of the Municipal Court Building, 300 Martin Luther King Blvd in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 642 to the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Project Agreement (the "Agreement") by and between the City of Opelika and Point Broadband of Alabama, LLC, a Delaware limited liability company, (the "Company") to be dated the date of delivery with respect to a proposed corporate headquarters building to be located in the City (the "Project").

Pursuant to the Agreement, the Company will agree to locate its headquarters building at a site to be selected by the Company in the corporate limits of the City of Opelika. The Company estimates that the Project will create, when placed in service, approximately twenty-five (25) new employees with an annualized payroll of $2,800,000. During the initial phase of the Project, the Company will agree to lease two buildings within the corporate limits of the City to be utilized as a temporary corporate headquarters and a centralized warehouse. In consideration for the obligations of the Company under the Agreement, the City will agree, among other things, to provide financial incentives to the Company described more particularly in the Agreement,

including cash incentives, job performance payments and tax abatements.

The City seeks to achieve, by undertaking its obligations pursuant to the Agreement and the Resolution, to promote the local economic and industrial development of the City by facilitating the acquisition and construction of the Project for the benefit of the general public and to increase employment in the City and to increase the tax and revenue base of the City.

The business entity to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value is Point Broadband of Alabama, LLC.

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 two (2) working days prior to the meeting if you require special accommodations due to any disability.

DATED this the ____day of June, 2021.

_____
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER
The Opelika-Auburn News
P.O. Drawer 2208
Opelika, AL 36803-2208

Please publish the foregoing Notice one (1) time in the June 29, 2021, issue of your paper.

_____
CITY CLERK

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4685)

Meeting: 07/06/21 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 4685

Public Hearing - Demolition - 600 Meadow Avenue.

TO:

The Buryl C. Jones Revocable Trust
Selwyn Jones, Trustee
3640 Robert E. Lee Drive
Millbrook, AL 36054

Selwyn Jones
Lauderdale County Sheriff's Office
200 S. Court Street, #201
Florence, AL 35630

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, The Buryl C. Jones Revocable Trust is the owner, or a mortgagee, or a lienholder of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 600 Meadow Avenue, Opelika, AL 36801
Legal Description: Lot 12 in Meadow Park Subdivision, Unit No. One, in the City of Opelika, Alabama, according to and as shown by a plat of Meadow Park Subdivision, Unit No. One, as the same appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3 at Page 39; together with all improvements thereon, and appurtenances thereunto appertaining.

Parcel Identification Number: 43-10-04-18-3-001-001.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on March 15, 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.

X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.

X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.

X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.

☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.

☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.

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.

☐ (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.

X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.

☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.

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

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

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in

violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, July 6, 2021, at 7:00 p.m. in the Opelika Municipal Court RM, 300 MLK BLVD, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances.* Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

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

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

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

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

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

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

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

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

DATED this the ____ day of April, 2021.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To: **Buryl C. Jones Revocable Trust**

Selwyn Jones, Trustee
3640 Robert E Lee Dr.
Millbrook, AL 36054

Selwyn Jones
Lauderdale County Sheriff's Office
200 S. Court Street, #201
Florence, AL 35630

Parcel #: **10-04-18-3-001-001.000**
Property Address: **600 Meadow Avenue**
Opelika, AL 36801

Date of Notice: **April 26, 2021**

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

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

Exterior:

- Replace all cracked and broken windows.
- Install a clean out cap at plumbing vent near the entrance to 600 Meadow Ave.
- Correct all unsanitary conditions throughout.

<u>Electrical:</u> All electrical will require a licensed electrician and an electrical permit for all work.

- Re wire all units to current code standards including new electrical services.
- Re wire hot water heater with # 10 wire, no splices or wire nut connections. Install a disconnect at wall. Place wire in conduit from disconnect to water heater (Unit 600 C).
- Replace damaged electric dryer outlet per (Unit 600 C).
- Install a wall switch for bathroom light fixture (Unit 600 C).
- Install a GFI outlet within easy reach of the wash basin (Unit 600 C).
- Replace all light fixtures that are broken or incomplete, interior and exterior.
- Cap off unused gas line at kitchen (Unit 600 C).
- Install smoke alarms and carbon monoxide detectors.

******Arrangements need to be made for re-inspection of all violations******

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

Dated this the 26th Day of April, 2021.

Sincerely,

David R. Chapman
Building Inspector

Photos of 600 Meadow Avenue

Attachment: Photos of 600 Meadow Ave (4685 : Public Hearing - Demolition - 600 Meadow Avenue.)

Attachment: Photos of 600 Meadow Ave (4685 : Public Hearing - Demolition - 600 Meadow Avenue.)

Attachment: Photos of 600 Meadow Ave (4685 : Public Hearing - Demolition - 600 Meadow Avenue.)

Attachment: Photos of 600 Meadow Ave (4685 : Public Hearing - Demolition - 600 Meadow Avenue.)

Attachment: Photos of 600 Meadow Ave (4685 : Public Hearing - Demolition - 600 Meadow Avenue.)

Attachment: Photos of 600 Meadow Ave (4685 : Public Hearing - Demolition - 600 Meadow Avenue.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 4722

GENERAL BUSINESS (ID # 4722)

Public Hearing - Weed Abatement Assessment - 1733 1st Ave.

WEED ABATEMENT INVOICE

Date: 6/22/2021

To: State of Alabama * 2011*
PO Box 327210
Montgomery Al. 36132

Property Address:
1733 1st Ave
Opelika Al. 36801

Parcel # 43-09-06-13-2-000-073.000

On 4/20/2021 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation 5/12/2021.

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

Cost of Abatement: $ 176.90

Certified mail: $ 1.02

Misc. _____

Total $ 177.92

To: State of Alabama *2011*
PO Box 327210
Montgomery Al 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 1733 1st Ave, Parcel 43-09-06-13-2-000-073.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1733 1st Ave, Parcel No. 073.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $177.92.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd., Opelika, Alabama, on the 6th day of July, 2021.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 22, day of June, 2021.

_____
Liz Chapman
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 4718

GENERAL BUSINESS (ID # 4718)

Public Hearing - Weed Abatement Assessment - 308 Brannon Ave.

To: State of Alabama
C O Department of Revenue
PO Box 327210
Montgomery, AL 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 308 Brannon Ave, Parcel 43-10-03-08-2-001-072.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, No. 072.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $ 222.27.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd., Opelika, Alabama, on the 6th day of July, 2021.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 22nd, day of June, 2021.

_____
Liz Chapman
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 6/22/2021

To: State of Alabama
C/O Department of Revenue
PO BOX 327210
Montgomery, AL 36132

Property Address:
308 Brannon Ave
Opelika, AL 36801

Parcel # 43-10-03-08-2-001-072.000

On 4/6/2021, in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 5/12/2021.

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

Cost of Abatement:	$ 221.25
Certified mail:	$ 1.02
Misc.	
Total	$ 222.27

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 4720

GENERAL BUSINESS (ID # 4720)

Public Hearing - Weed Abatement Assessment - 206 Byrd Ave.

WEED ABATEMENT INVOICE

Date: 6/22/2021

To: State of Alabama *2011*
PO Box 327210
Montgomery, AL 36132

Property Address:
206 Byrd Ave
Opelika, AL 36801

Parcel # 43-10-03-07-1-001-061.000

On 4/21/2021, in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation 5/12/2021.

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

Cost of Abatement:	$ 228.13
Certified mail:	$ 1.02
Misc.	
Total	$ 229.15

Attachment: 206 Byrd Ave Abatement Invoice [Revision 1] (4720 : Public Hearing - Weed Abatement Assessment - 206 Byrd Ave.)

To: State of Alabama *2011*
PO Box 327210
Montgomery, AL 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 206 Byrd Ave, Parcel 43-10-03-07-1-001-061.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 206 Byrd Ave, Parcel No. 061.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $229.15.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd., Opelika, Alabama, on the 6th day of July, 2021.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 22nd day of June, 2021.

_____
Liz Chapman
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: William May
Initiator: Lillie Finley
Sponsors:
DOC ID: 4700

GENERAL BUSINESS (ID # 4700)

Public Hearing - Weed Abatement Assessment - 1109 Magnolia St.

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 1109 Magnolia St. Parcel 10-04-18-2-001-022.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, Parcel No. 022.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $204.21.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building 300 M L King Blvd., Opelika, Alabama, on the 6th day of July, 2021.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 9th day of June, 2021.

_____
William B. May
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 06/9/2020

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On 5/11/2021 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 203.70

Certified mail: .51

Misc. _____

Total 204.21

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: William May
Initiator: Lillie Finley
Sponsors:
DOC ID: 4707

GENERAL BUSINESS (ID # 4707)

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

To: Phillip Ray Allen
64 Lee Road 2093
Valley, Al 36854

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

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 514 Old Columbus Rd., Parcel No. 010.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $606.17.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd, Opelika, Alabama, on the 6th day of July, 2021.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 9th day of June, 2021.

_____
William B. May
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: June 9, 2021

To: Phillip Ray Allen
64 Lee Road 2093
Valley, Al 36854

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

On 4/28/2021 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 592.25

Certified mail: 13.92

Misc. _____

Total 606.17

Attachment: WEED INVOICE 514 Old Columbus Rd (4707 : Public Hearing - Weed Abatement Assessment - 514 Old Columbus Rd.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: William May
Initiator: Lillie Finley
Sponsors:
DOC ID: 4704

GENERAL BUSINESS (ID # 4704)

Public Hearing - Weed Abatement Assessment - 105 Vaughan Ave.

To: State of Alabama
PO Box 327210
Montgomery, Al 36132

NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
105 Vaughan Ave, Parcel 10-04-18-1-001-077.000
==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 105 Vaughan Ave., Parcel No. 077.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $193.01.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd, Opelika, Alabama, on the 6th day of July, 2021.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 6th day of June, 2021.

_____
William B. May
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: June 9, 2021

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
105 Vaughan Ave
Opelika Al. 36801
Parcel # 10-04-18-1-001-077.000

On 4/23/2021 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 192.50

Certified mail: .51

Misc. _____

Total 193.01

Attachment: WEED INVOICE 105 Vaughan Ave 2021 (4704 : Public Hearing - Weed Abatement Assessment - 105 Vaughan Ave.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/06/21 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 4724

GENERAL BUSINESS (ID # 4724)

Public Hearing - Weed Abatement Assessment - 810 Williamson Ave.

To: Mr. Larry Wakefield
1954 Shades Crest Rd
Vestavia Hills, AL 35216

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 810 Williamson Ave Parcel 43-10-04-19-2-000-007.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 810 Wi1liamson Ave, Parcel No. 007.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $163.92.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Municipal Court Building, 300 M L King Blvd., Opelika, Alabama, on the 6TH day of July, 2021.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 22nd day of June 2021.

_____
Liz Chapman
Code Compliance Officer

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

WEED ABATEMENT INVOICE

Date: 6/22/2021

To: Larry Wakefield
1954 Shades Crest Rd
Vestavia Hills, Al. 35216

Property Address:
810 Williamson Ave
Opelika, AL 36801
Parcel # 43-10-04-19-2-000-007.000

On 4/20/2021, in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 5/12/2021.

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

Cost of Abatement:	$150.00
Certified mail:	$ 13.92
Misc.	
Total	$ 163.92

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4732)

Meeting: 07/06/21 07:00 PM
Department: Planning
Category: Zoning
Prepared By: Marty Ogren
Initiator: Charles Mosley
Sponsors:
DOC ID: 4732

Public Hearing - Rezoning and Master Plan Amendments, 3.91 Acres, Robert Trent Jones Trail.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, July 6, 2021, at 7:00 p.m. in the Courtroom of the Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend Ordinance Number 124-91 (entitled "Zoning Ordinance of the City of Opelika") adopted on September 17, 1991. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO._____

ORDINANCE TO AMEND THE ZONING ORDINANCE AND
ZONING MAP OF THE CITY OF OPELIKA
(NATIONAL VILLAGE PUD)

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

Section 1. FINDINGS. The City Council has determined and hereby finds and declares that the following facts are true and correct:

(a) The Employees' Retirement System of Alabama and the Teacher's Retirement System of Alabama (collectively "RSA") heretofore submitted to the City a Development Plan for a planned unit development ("PUD") entitled National Village consisting of approximately five hundred eighty-nine (589) acres.

(b) Pursuant to Ordinance No. 129-06 the City Council approved said

Development Plan for National Village and amended the official Zoning Map of the City to designate the zoning classification of Planned Unit Development (PUD) for approximately five hundred eighty-nine (589) acres located adjacent to the Grand National Golf facilities and the Lodge and Conference Center at Grand National.

(c) In 2008, the City Council amended the PUD for National Village by adding approximately ninety-four (94) acres to the original PUD.

(d) The entire development, with inclusion of said ninety-four (94) acres, consists in the aggregate of six hundred and eighty-three (683) acres.

(e) In 2018, the City Council amended the PUD for National Village by adding nineteen (19) courtyard homes within a 7.2-acre parcel located in Village 6 of the Master Plan, or more commonly referred to as the "Town Center".

(f) RSA has heretofore submitted to the City a request to amend the Development Plan for National Village by adding approximately 3.91 acres.

(g) The entire development, with inclusion of said 3.91 acres, consists of an aggregate of approximately six hundred eighty-seven (687) acres.

(h) The proposed amended Development Plan for National Village will increase single-family homes in Village 8 from 26 to 51.

(i) The proposed Amendment will not significantly change the overall density for National Village PUD.

(j) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.

(k) The Planning Commission recommended approval of the amended Development Plan for National Village PUD.

(l) The Planning Commission further recommended rezoning the new 3.91-acre parcel from R-3 District (Low-Density Residential) to PUD (Planned Unit Development.

(m) It is advisable and in the interest of the City and the public interest that the amended Development Plan be approved.

(n) It is advisable that the 3.91-acre parcel be rezoned from R-3 District (Low-Density Residential) to PUD (Planned Unit Development.

Section 2. DESIGNATION OF PLANNED UNIT DEVELOPMENT. The Official Zoning Map of the City of Opelika is hereby amended and the zoning classification for the following parcel of land shall be changed from a R-3 District (Low Density Residential) to a Planned Unit Development (PUD) on the Official Zoning Map:

> Commence at an iron pin at the southeast corner of Lot 4, Sunset Heights Subdivision, Plat Book 24, Page 123, Lee County, Alabama; thence run N 89°03'08" E 30.94' to an iron pin and the POINT OF BEGINNING of the property herein to be described; from said POINT OF BEGINNING, thence run N 0°46'24" W 411.22' to an iron pin on the southerly margin of Robert Trent Jones Trail; thence run S 89°52'50" E 416.32' along said margin to an iron pin; thence leaving said margin, run S 0°55'22" E 407.65' to an iron pin; thence run S 89°35'14" W 388.29' to an iron pin; thence run N 89°50'10" W 29.05' to an iron pin and the original POINT OF BEGINNING.
>
> The above-described property is located in Section 27 and 24, T-20-N, R-26-E, in the City of Opelika, Lee County, Alabama, contains 3.92 acres, more or less, and is subject to all easements of record.

Section 3. APPROVAL OF AMENDED DEVELOPMENT PLAN. The amended Development Plan as submitted for review is hereby approved and confirmed as required by Section 8.1 8(n) of the Zoning Ordinance of the City.

Section 4. RETENTION OF COPIES OF THE DEVELOPMENT PLAN. Copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 5. REPEALER. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 two (2) working days prior to the meeting if you require special accommodations due to any disability.

WITNESS my hand this the ___day of _____, 2021.

_____
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the _____, 2021 issue of your paper.

_____
CITY CLERK

The applicant is requesting rezoning and Master Plan Amendments of 3.91 acres from a R-1 (low density residential) to PUD (Planned Unit Development). The 3.91 acres will be integrated with the surrounding PUD development. The properties surrounding the rezoning property are all zoned PUD and part of the National Village Master Development plan. National Village is 1,130 acres with 753 residential units. This section was initially Village 8 and outside of the PUD. Village 8 was initially approved for 26 single-family homes in this area. The applicant has reconfigured the property and increased the unit count based on the new property. The total number of units for this area is now 51 residential lots. The area includes large areas of common area between different phases or sections of the development. The 3.91 acre increase is minor compared to the overall unit count and density for both Village 8 and the entire master plan. The Planning Commission report and maps are attached. At the May 26th meeting, the Planning Commission voted 7 to 0 to send a positive recommendation to CC to rezone the property.

City of Opelika
Planning Commission
Planning Department Report

Action Requested: Rezoning - from R-3 to PUD - 3.91 acres

Location of Property: Robert Trent Jones Trail

Property Owner(s): Retirement Systems of Alabama
Max Vaughn, Goodwyn Mills, and Cawood, authorized representative

Current Land Use: Undeveloped

Current Zoning: R-3 and PUD (Planned Unit Development)

Surrounding Zoning Districts And Land Uses:

North	PUD	Undeveloped
South	PUD	Residential
East	PUD	Residential
West	PUD	Undeveloped

Rezoning

The applicant is proposing to integrate the new 3.91 acre section into the surrounding development. Overall, the National Village PUD is 1,130 acres with 753 residential units. This section was initially described as part of Village 8 or was outside of the PUD. Village 8 was initially approved for 26 single-family homes in this area. With the additional land, the applicant has reconfigured the property and increased the unit count based on the new property. The total number of units for this area is now 51 residential lots. The lots range in size from 7,583 square feet to 26,027 square feet. The addition of new property and more units does not significantly change the overall density. The density for the overall development moves from 753 units on 683 acres to 778 units on 687 acres. As a ratio, it goes from 1.10 units per acre to 1.13 units per acre.

Much like the remainder of the National Village Master Plan, this area includes large areas of common area between different phases or sections of the development. The plan also removes the connection from Street B to Street A, but adds a connection from Street A directly to Robert Trent Jones Trail through Street C.

Staff recommendation

The amendment has a very minor increase on the overall unit count and density for both Village 8 and the overall master plan. **Staff recommends a positive recommendation be sent to City Council to approve the rezoning of 3.91 acres from R-3 to PUD and amendments to the National Village Master Plan.**

At the May 25th meeting, the Planning Commission voted 7 to 0 to send a positive recommendation to City Council to approve the rezoning request and amend the National Village Master Plan.

Attachment: 8ab Master Plan Revisions, packet (4732 : Public Hearing - Rezoning and Master Plan Amendments, 3.91 Acres, Robert Trent

approve the rezoning of 3.91 acres from R-3 to PUD and amendments to the National Village Master Plan.

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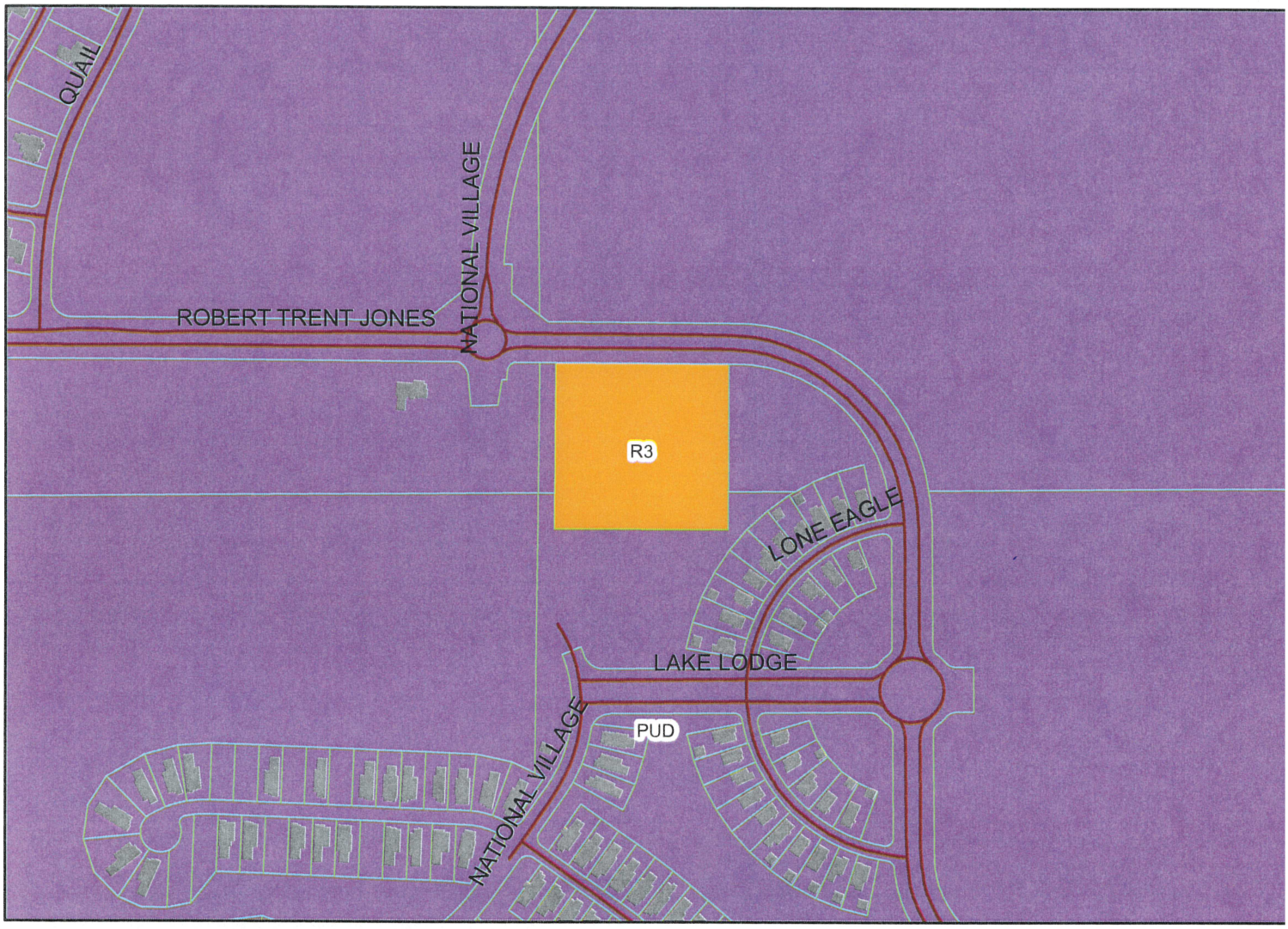
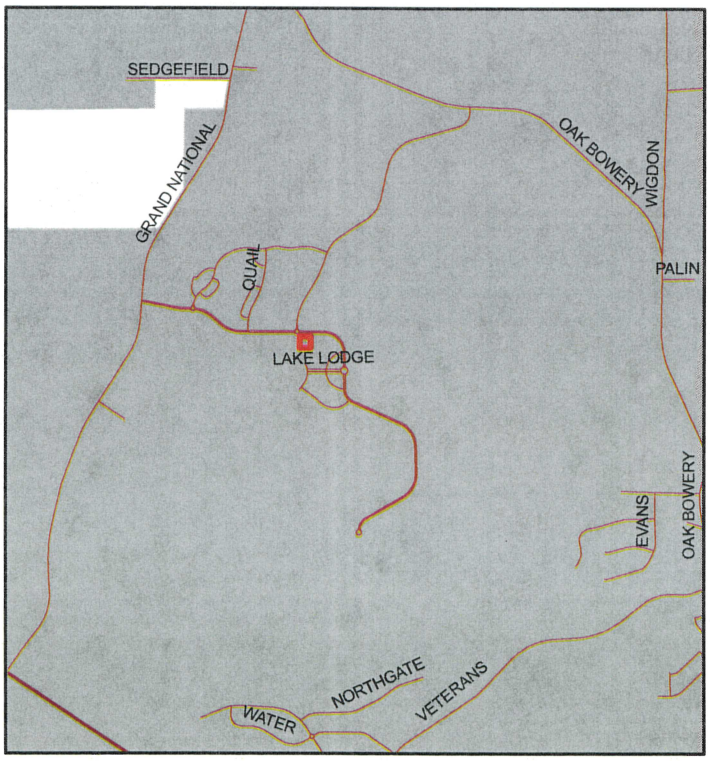
Attachment: 8ab Master Plan Revisions, packet (4732 : Public Hearing - Rezoning and Master Plan Amendments, 3.91 Acres, Robert Trent

NATIONAL VILLAGE REZONING
ROBERT TRENT JONES TRAIL
R-3 TO PUD

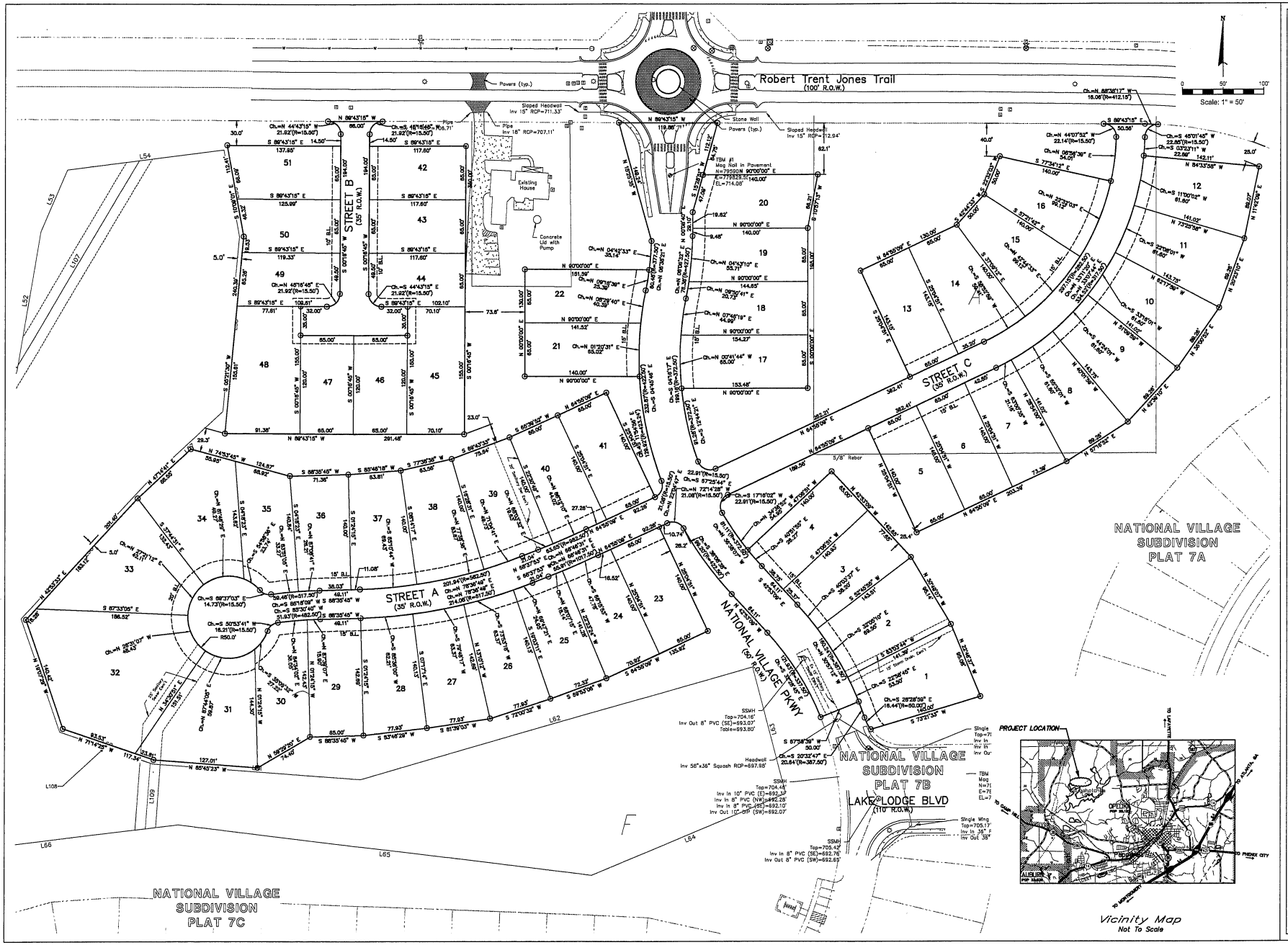




The applicant is requesting approval to rezo 3.96 acres to PUD. The property is located in PUD zoning district.

Subject Property

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



GMC

2660 East Chase Lane, Suite 200
Montgomery, AL 36117
T 334.271.3200

ISSUE	DATE
SUBMITTAL	03.24.2021

ENGINEER:
PRELIMINARY

National Village Plat 8A
at RTJ Golf Trail - Grand National
OPELIKA, ALABAMA

CMGM-20-0055

PRELIMINARY
PLAT 8A

C-101

This drawing is and shall remain the property of Goodwyn, Mills and Cawood, Inc. (GMC) and Goodwyn Mills Cawood LLC (GMC). Unauthorized use of any kind including use on other projects is prohibited. In the event that a conflict arises between the sealed drawings and the electronic files, the sealed drawings will govern. ©Goodwyn, Mills and Cawood, Inc. (GMC) and ©Goodwyn Mills Cawood LLC

RESOLUTION NO. 134-21

Expense Reports from Various Departments.

RESOLUTION NO. _____

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

) That the following employee(s) were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	$ Amount
Jon Hayes	Accounting	$292.22

) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.

3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.

4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check(s) can be prepared covering the attached expense report(s).

5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

EXPENSE REPORT

NAME Jon Hayes **DEPARTMENT** Accounting **PERIOD ENDING** 6/12/2021

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

			TRANSPORTATION				BUSINESS MEALS Itemize Below				
DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	MISC EXPENSES Itemize Below	DAILY TOTAL
6/12/2021	Orange Beach, AL					$ 292.22					$ 292.22
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	WEEKLY CATEGORY TOTALS $	$ -	$ -	$ -	$ -	$ 292.22	$ -	$ -	$ -	$ -	$ 292.22

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

Agree to P.O.
Exts Verified
Acctng Verified
Inv. Price Bid Price
Ok To Pay
V/C # Verified

ITEMIZED AUTOMOBILE EXPENSES		
DATE	S, PARKING, REPAIRS, ETC	AMOUNT
12-Jun	512 miles @ .56/mile	$ 286.72
12-Jun	Tolls $2.75 * 2	$ 5.50

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

NUMBER OR DAYS AWAY FROM HOME
5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Governmental Accounting Seminar

METHOD OF REIMBURSEMENT
MAIL TO:
Accounting Dept.

Jon Hayes
SIGNATURE

Cynthia G Moody
APPROVED BY

Attachment: Expense Report Jon Hayes 7-2-21 (134-21 : Expense Reports from Various Departments.)

RESOLUTION NO. 135-21

Designate City Personal Property Surplus and Authorize Disposal.

RESOLUTION NO. _____

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	2007 Ford Ranger 1FTYR10D77PA72316	87002478

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

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

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

RESOLUTION NO. 136-21

Purchase - 624 Toter 96 Gal EVR II Carts - Sourcewell Contract #041521 - 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 #041521-TOT; and

WHEREAS, Toter 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 Toter utilizing the Sourcewell Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Toter in the amount of $36,504.00.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

_____

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

Toter®

Sourcewell
Formerly NJPA
Awarded Contract
Contract # 041521-TOT

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10198759

Sell To:

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

Quote Information

Salesperson	Pascual Ramos	Created Date	6/30/2021
Salesperson Email	pramos@wastequip.com	Expiration Date	7/14/2021
Salesperson Phone	(629) 702-0074	Quote Number	WQ-10198759 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	$58.50	$36,504.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	$36,504.00
Shipping Terms	FOB Origin	Grand Total	$36,504.00

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 prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before b

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10198759

Sourcewell
Formerly NJPA
Awarded Contract
Contract # 041521-TOT

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 and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/28/2021), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and 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: 7-6-21 - (624) TOTER 96 GAL EVR II CARTS - SOURCEWELL CONTRACT 041521-TOT - CNCL PKT (136-21 : Purchase - 624 Toter 96

Sourcewell

Sourcewell Awarded Contract

Toter

Waste & Recycling Collection Solutions

#041521-TOT

Maturity Date: 05/28/2025

Products & Services

Products & Services

Sourcewell contract 041521-TOT gives access to the following types of goods and services:

- Roll-out carts (16-19 gal)
- Front-end containers (2-4 CY)
- Bear carts (32-96 gal)
- Specialty recycling bins
- Assembly & delivery services
- Container management programs
- Wasteware asset management
- Secure & medical waste carts
- Tilt, cube, mobile trucks
- Public space litter containers
- Round cans & Slimlines
- Container lift & dump units

Become a Member

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

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Attachment: 7-6-21 - (624) TOTER 96 GAL EVR II CARTS - SOURCEWELL CONTRACT 041521-TOT - CNCL PKT (136-21 : Purchase - 624 Toter 96

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Sourcewell for Vendors →

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Attachment: 7-6-21 - (624) TOTER 96 GAL EVR II CARTS - SOURCEWELL CONTRACT 041521-TOT - CNCL PKT (136-21 : Purchase - 624 Toter 96

RESOLUTION NO. 137-21

Purchase - 17.5 Ton RTU HVAC Replacement System - Omnia Contract #15-JLP-023 - PW.

RESOLUTION NO. _____

WHEREAS, Public Works desires to purchase a 17.5 Ton RTU, HVAC Replacement System utilizing Omnia Contract #15-JLP-023; and

WHEREAS, Trane is the contract vendor for the HVAC and Humidification Air System; and

WHEREAS, funds for this purchase are budgeted from the Capitol Projects fund;

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

1) The purchase be awarded to Trane utilizing the Omnia contract.

2) That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Trane in the total amount of $39,449.99.

3) 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

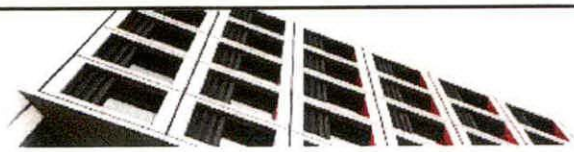
City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk



Trane U.S. Inc. dba Trane
915 Lagoon Business Loop
Montgomery, AL 36117
Service Contact: (334) 215-2900

June 16, 2021

Omnia Partners/U.S. Communities Proposal Number: 27-424247-21-006
Omnia Partners/U.S. Communities Contract Number: 15-JLP-023

Opelika SportsPlex & Aquatics
1001 Andrews Road
Opelika, AL 36801

ATTENTION: Mike Hilyer

PROJECT NAME: Opelika SportsPlex 17.5ton RTU Replacement

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Tag Data - Packaged Cooling Rooftop Units (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	T4V-1	1	12 1/2-25 Ton Packaged Unitary Cooling R	THD210G4R0D--DEA1D002000000000000 0000000

Product Data - Packaged Cooling Rooftop Units

Item: A1 Qty: 1 Tag(s): T4V-1

DX cooling
High efficiency
Downflow
17.5 Ton
460/60/3
Reliatel
Economizer Dry Bulb 0-100% with barometric relief
VAV w standard motor
Hinged panels/Standard Filters
Standard condenser coil with hail guard
Through the base access
Lontalk(R) communications interface
High static drive (Fld)
1st Year Labor warranty
1st Year Parts warranty
5 Year Compressor warranty

SCOPE OF SERVICE

- Trane will disconnect the existing unit's connections and prepare for removal
- Trane will provide a crane to lift the old unit off the roof and lift the new unit into place
- Trane will provide and install a curb adaptor for the new unit footprint
- Trane will reconnect electrical connections, condensate lines, and controls wiring

© 2021 Trane Technologies All Rights Reserved

- Trane will install a high static drive kit to allow the unit to operate with a higher static pressure to satisfy the original design parameters for the space
- Trane will start-up the unit and ensure proper operation
- Trane WILL NOT tie the new unit back into the existing Johnson Control system.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....39,449.99 USD

CLARIFICATIONS

1. Omnia Partners fee is included in the above price.
2. Applicable taxes are included and will not be added to the invoice.
3. Any service not listed is not included.
4. Work will be performed during normal Trane business hours.
5. This proposal is valid for 30 days from June 16, 2021.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Tucker Norwood
Account Manager
Cell: (256) 542-7444
Email: tucker.norwood@trane.com

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service. Per terms and conditions of Omnia/U.S. Communities contract 15-JLP-023.

Attachment: 7-6-21 - 17.5 TON RTU HVAC REPLACEMENT SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (137-21 : Purchase - 17.5 Ton

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number: AL17082

TERMS AND CONDITIONS – QUOTED SERVICE
"Company" shall mean Trane U.S. Inc. dba Trane.
To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply

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with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,

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INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. COVID-19 LIMITATION ON LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no

obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0720)
Supersedes 1-10.48 (0919)

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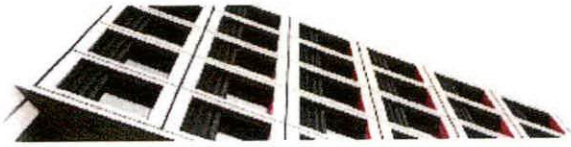

TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

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MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

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Trane
Building Solutions

TRANE

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

HVAC Products, Installation, Services and Related Products and Services

Harford County Public Schools, MD

Contract Number: 15-JLP-023

3-year initial term, October 1, 2015, through September 30, 2018
Option to renew for (2) additional (2) year periods

The contract is renewed for two (2) years, effective October 1, 2018, through September 30, 2020
The contract is renewed for two (2) years, effective October 1, 2020, through September 30, 2022

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Executive Summary

- Uniform Guidance
- NJ LFN Packet

Contract Documents

- Trane Contract 15-JLP-023
- Trane Contract 15-JLP-023 Amendment - Bonds
- Parts Pricing
- Harford County Public Schools Contact Information
- Pricing Clarification
- Contract Renewal 1
- Contract Renewal 2

RFP Documents

- RFP 15-JLP-023
- RFP 15-JLP-023 Addendum 1
- RFP 15-JLP-023 Addendum 2
- RFP 15-JLP-023 Addendum 3
- RFP 15-JLP-023 Postings

Response Evaluation

- AZ Compliance

Energy Savings Performance Contracting (ESCO) Technical Energy Audit Services

Port of Portland, OR

Contract Number: 1153

6-year initial term, December 1, 2017 - December 3, 2023
Option to renew for (1) additional (5) year period

Executive Summary

- Uniform Guidance

Contract Documents

- Trane Contract 1153
- Contract Amendment

Attachment: 7-6-21 - 17.5 TON RTU HVAC REPLACEMENT SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (137-21 : Purchase - 17.5 Ton

RFP Documents

- RFP 2017-7473
- Schedule 1 Pricing Scenario
- Schedule 2 Pricing Scenario
- RFP 2017-7473 Addendum 1
- RFP 2017-7473 Addendum 2
- RFP 2017-7473 Addendum 3
- RFP 2017-7473 Postings

AZ Compliance

- AZ Compliance

REQUEST CONTRACT INFORMATION

Introducing Synexis—born to fight airborne and on surface microbes. Learn how Trane can help with your IAQ!

Attachment: 7-6-21 - 17.5 TON RTU HVAC REPLACEMENT SYSTEM - OMNIA CONTRACT #15-JLP-023 - CNCL PKT (137-21 : Purchase - 17.5 Ton

RESOLUTION NO. 138-21

Purchase - Licensing for Salesforce Platform - Omnia Contract #R191902 - IT.

RESOLUTION NO. _____

WHEREAS, the Information Technology department desires to purchase Licensing for Salesforce Platform utilizing Omnia Contract #R191902; and

WHEREAS, Carahsoft Technology Corp. is the contract vendor for the Licensing for Salesforce Platform; and

WHEREAS, funds for this purchase are budgeted from the Capitol Projects fund;

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

1. That the purchase be awarded to Carahsoft Technology Corp. utilizing the Omnia contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Carahsoft Technology Corp. for quote #28746801 in the total amount of $65,025.19.

3. That the Controller be authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell A. Jones

City Clerk

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Stephen Dawe
CIO
City Of Opelika, AL
204 South 7th Street
Opelika, AL 36801 USA

FROM: Megan Souder
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: sdawe@opelika-al.gov
PHONE: (334) 705-5141

EMAIL: Megan.Souder@carahsoft.com
PHONE: (571) 662-3443 **FAX:** (703) 871-8505

TERMS: OMNIA EDU contract: R191902
Term: April 30, 2025
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	28746801
QUOTE DATE:	06/15/2021
QUOTE EXPIRES:	06/30/2021
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$65,025.19
TOTAL QUOTE:	$65,025.19

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	-	QTY	EXTENDED PRICE
1	121-0102	Public Sector Foundation Enterprise Edition Start Date: 07/14/2021 End Date: 07/13/2022	$1,729.03	OM	20	$34,580.60
2	121-0143	Customer Community for Public Sector - Members Enterprise Edition Start Date: 07/14/2021 End Date: 07/13/2022	$51.61	OM	201	$10,373.61
3	205-0224	Knowledge Start Date: 07/14/2021 End Date: 07/13/2022	$0.00	OM	2	$0.00
4	205-0160	Premier+ Success Plan 30% NET Price / $100 - Premier Success Plans: Premier Success Plans: % of Net price for Lightning Sales Cloud, Lightning Service Cloud and Lightning Force 100, Employee Apps and Community-only. % of NET price for Communities and Po Start Date: 07/14/2021 End Date: 07/13/2022	$16,122.58	OM	1	$16,122.58
5	121-0225	Heroku - 1 Dyno Unit Start Date: 07/14/2021 End Date: 07/13/2022	$493.55	OM	8	$3,948.40
		SUBTOTAL:				$65,025.19
			TOTAL PRICE:			**$65,025.19**
			TOTAL QUOTE:			**$65,025.19**

Attachment: 7-6-21 - LICENSING FOR SALESFORCE PLATFORM - OMNIA CONTRACT #R191902 - CNCL PKT (138-21 : Purchase - Licensing for

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE

Please include Carahsoft quote #28746801 in customer PO

---Product Special Terms---

Einstein Features

SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at https://www.salesforce.com/company/legal/agreements.jsp ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here: https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US The functionality of the Einstein features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

Public Sector Foundation

Each Public Sector Foundation subscription includes an Emergency Program Management subscription and certain Vlocity features and functionality (as further described in the Documentation). In order to access the Vlocity features and functionality, Customer's system administrator must first install the managed package available at: http://volt.force.com/insurance. Customer must be using a version of the managed package that is no more than two releases behind the then-current generally available version of the managed package (the "GA Version") in order for SFDC to provide support. SFDC will not provide support to Customer (including any patches) for any managed package that is more than two releases behind the GA Version. Use of the Services is subject to the following limitations: (i) Users may not access or use the following objects: Campaigns, Leads, Opportunities, Quotes, Sales Contracts, Service Contracts, Solutions; (ii) Users may not access or use the following User features: Live Agent, Marketing (Manage Campaigns), Omnichannel, Social Starter; (iii) Users may not access or use the following User Permissions: Forecasting, Opportunity Splits, Opportunity Teams, Territory Management; (iv) use of the Services is subject to the additional functionality restrictions applicable to Service Cloud (by edition) set forth at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/misc/sales-service-contractual-restrictions.pdf; (v) use of the Vlocity features and functionality is subject to the following limitations: (a) Users may not access or use the following Vlocity objects: Quote Item Relationship, Quote Line Item Group Class, Quote Pricing Adjustment, Quoted Plan Rate Breakout, Group Class, Group Class Contribution, Group Census, Group Census Member, Quote Group Class Contribution, Product Jurisdiction Network, Provider Network, Jurisdiction, Policy, Policy Coverage, Insured Item, Held Product Relationship, Insured Item Party, Security Position, Commission Statement, Insurance Policy Commission, Insurance Policy Payment Schedule Entry, Insurance Policy Pricing Adjustment, Insurance Policy Revenue Schedule Entry, Insurance Policy Transaction, Statement, Plan, Group Census Member Plan, Claim Certificate Of Capacity, Claim Invoice, Claim Litigation, Claim Payment, Claim Recovery, Insurance Code, Involved Party, Involved Property, Occurrence, Policy Terms, Reserve Transaction, Policy Terms Tracking Entry, Claim, Claim Coverage, Claim Line Item, Claim Relationship, Claim Report, Claimant Earning, Insurable Item; and (b) Users may not access or use the following Vlocity applications: Vlocity Health Insurance, Vlocity Relationship Marketing, Vlocity Insurance, Vlocity Party Maintenance, Vlocity Party Relationship Types. Customer understands that the above limitations are contractual in nature (i.e., these limitations are not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitations. SFDC may review Customer's use of such subscriptions at any time through the Services.

Heroku - Return, Hosting, and Deletion of Customer Data

Upon termination or expiration of the Order Term, Heroku will terminate the customer database and delete data in accordance with the Documentation subject to the remainder of this paragraph. In the event that an Order Term expires, and where Customer has not affirmatively indicated that it wishes to discontinue its Heroku Services by either (1) requesting the return of Customer Data submitted to the Heroku Services as described in the Documentation, (2) deleting Customer Data and code ("Customer Data") submitted to the Heroku Services by deleting all accounts, or (3) making written request submitted to support@heroku.com

Attachment: 7-6-21 - LICENSING FOR SALESFORCE PLATFORM - OMNIA CONTRACT #R191902 - CNCL PKT (138-21 : Purchase - Licensing for

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE

indicating that Customer wishes to terminate its Heroku Services, Salesforce may, in its sole discretion, delay termination of the Heroku Services and continue to provide Services to Customer, invoicing Customer monthly in arrears for such service at SFDC's then-current rate ("Continuation Services") until the sooner of (a) such time as Customer makes a written request submitted to support@heroku.com to terminate such Continuation Services, or (b) SFDC ceases to provide Customer with Continuation Services in its sole discretion (but not longer than sixty days). Upon termination of the Continuation Services, Customer Data shall be deleted in accordance with the Documentation.

Free Sandbox with Enterprise Edition
Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Emergency Program Management
In order to access Emergency Program Management Services, Customer's system administrator must first install the managed package via the following link: http://industries.force.com/publicsector. Emergency Program Management Services are available in English only.

Heroku - 1 Dyno Unit
Each Heroku - 1 Dyno Unit subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., it is not enforced as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable limitation. SFDC may review Customer's use of such subscriptions at any time through the Service. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above. Dyno hours are tracked by SFDC on a per-second basis. Unused Dyno hours are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.

Customer Community for Public Sector - Members
Subscriptions to Customer Community for Public Sector - Members may not be purchased for use by Customer employees or other personnel of Customer. Customer may only assign Customer Community for Public Sector permissions to a User for whom Customer has purchased a Customer Community for Public Sector subscription. Each Customer Community for Public Sector - Members subscription entitles the permitted number of member Users access to all such Communities within the same Org. Customer shall assign each member User a User profile or permission set that permits access to no more than 10 custom objects in the applicable community. Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limitations set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service.

Scratch Org
The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer's Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.

Attachment: 7-6-21 - LICENSING FOR SALESFORCE PLATFORM - OMNIA CONTRACT #R191902 - CNCL PKT (138-21 : Purchase - Licensing for

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE

Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at https://static.carahsoft.com/concrete/files/7715/9896/8711/SFDC_TERMS_OF_USE.pdf and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

All current standard Government Cloud Premier+ Support customers will migrate to the Government Cloud Plus infrastructure as Government Cloud Premier+ Support is going end of life. The following terms shall apply: http://www.carahsoft.com/government-cloud-terms. A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

Attachment: 7-6-21 - LICENSING FOR SALESFORCE PLATFORM - OMNIA CONTRACT #R191902 - CNCL PKT (138-21 : Purchase - Licensing for

Attachment: 7-6-21 - LICENSING FOR SALESFORCE PLATFORM - OMNIA CONTRACT #R191902 - CNCL PKT (138-21 : Purchase - Licensing for

MENU (/quote)

carahsoft. The Trusted Government IT Solutions Provider® (/)

Carahsoft's wide variety of schedules, contracts and purchasing agreements makes procuring the solutions you need fast and easy.

OMNIA Partners, Educational Software Solutions and Services

#R191902

OMNIA® PARTNERS

OMNIA Partners, Public Sector contracts are available for use and benefit all entities that must comply with state purchasing laws (state, cities, counties, non-profits, public and private schools, colleges and universities and all governmental entities).

OMNIA Partners, Public Sector is a national governmental purchasing cooperative able to leverage one of the largest pools of purchasing potential. The organization competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. This means equal pricing for the smallest entities and the largest buyers.

OMNIA Partners, Public Sector was established under state law to help governmental entities operate efficiently and economically. Utilizing an OMNIA Partners, Public Sector (subsidiary National IPA) contract means the buyer deals directly with the vendor, as normally, using the National IPA contract as their own.

For further information about OMNIA Partners, Public Sector or to view the contract please click here (https://www.omniapartners.com/publicsector/contracts/supplier-contracts/carahsoft-technology-corp).

Full Price List (https://static.carahsoft.com/concrete/files/9016/0994/7885/OMNIA_PL_1-6-21.xlsx)

Kofax Price List (https://static.carahsoft.com/concrete/files/2916/1279/3511/omnia_refresh_2-8-21.xlsx)

State Statutes

Want to see your state's laws on cooperative purchasing?

Click here to view your state's laws on cooperative purchasing.

(https://www.omniapartners.com/publicsector/resources/state-specific-resources)

National Intergovernmental Purchasing Alliance
Contract: R191902
Contract Period: Through April 30, 2025

GEDENUES Please send agency purchase orders to the following address, faxed to 703-871-8505 or emailed to sales@carahsoft.com (mailto:sales@carahsoft.com):

11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

carahsoft The Trusted Government IT Solutions Provider® (/)

NOTE: Please remember to put the **Contract Number** on your Purchase Order (R191902).

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Vendors

A

Accela (/vendors/accela)

AchieveIt (/vendors/achieveit)

Acquia (/vendors/acquia)

Adaptus (/vendors/adaptus)

ADF Solutions (/vendors/adf-solutions)

Adobe (/vendors/adobe)

AdvoLogix (/vendors/advologix)

Akamai (/vendors/akamai)

Anchore (/vendors/anchore)

Arctic Wolf (/vendors/arctic-wolf)

AvePoint Public Sector (/vendors/avepoint-public-sector)

B

Bayshore Networks (/vendors/bayshore-networks)

BeyondTrust (/vendors/bomgar)

BigID (/vendors/bigid)

BlackBerry (/vendors/good-technology)

Blackthorn.io (/vendors/blackthornio)

Blancco (/vendors/blancco)

Boomi (/vendors/dell-boomi)

Attachment: 7-6-21 - LICENSING FOR SALESFORCE PLATFORM - OMNIA CONTRACT #R191902 - CNCL PKT (138-21 : Purchase - Licensing for

Box (/vendors/box)

Bravium (/vendors/bravium)

Bright Pattern (/vendors/bright-pattern)

Broadcom (/vendors/broadcom)

C

Centrify (/vendors/centrify)

Chainalysis (/vendors/chainalysis)

Citibot (/vendors/citibot)

CityBase (/vendors/citybase)

Clariti (/vendors/clariti)

ClearCube (/vendors/clearcube)

Clear Skye (/vendors/clear-skye)

CloudCheckr (/vendors/cloudcheckr)

CloudCover (/vendors/cloudcover)

CloudSaver (/vendors/cloudsaver)

Cofense (/vendors/cofense)

Contrast Security (/vendors/contrast-security)

Copado (/vendors/copado)

CyberArk (/vendors/cyberark)

Cylance (/vendors/cylance)

D

Decipher Technology Studios (/vendors/decipher-technology-studios)

Dell Technologies (/vendors/emc)

DocuSign (/vendors/docusign)

Druva (/vendors/druva)

E

e-PlanSoft (/vendors/e-plansoft)

eCivis (/vendors/eCivis)

Elastic (/vendors/elastic)

eSignifi (/vendors/eSignifi)

Exabeam (/vendors/exabeam)

Experian (/vendors/experian)

F

Attachment: 7-6-21 - LICENSING FOR SALESFORCE PLATFORM - OMNIA CONTRACT #R191902 - CNCL PKT (138-21 : Purchase - Licensing for

RESOLUTION NO. 139-21

Purchase - Google Cloud Computing and Disaster Recovery Services - Natl IPA Contr #2018011-01 - IT.

RESOLUTION NO. _____

WHEREAS, the Information Technology Department desires to purchase Google Cloud Computing and Disaster Recovery Services utilizing National IPA Contract #2018011-01; and

WHEREAS, CDW Government, Inc. is the National IPA Contract Vendor for the Google Cloud Computing and Disaster Recovery Services; and

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

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

1. That the purchase be awarded to CDW Government, Inc. utilizing the National IPA Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of $104,500.47.

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

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR STEPHEN DAWE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDVP577	6/7/2021	1 YEAR	0936449	$104,500.47

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GOOGLE GCP POINTS PREPAID USAGE Mfg. Part#: G-POINTS-PRE 1 year NIPA-GOV - NATIONAL IPA TECHNOLOGY SOLUTIONS Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	70922	5262174	$0.98	$69,503.56
RUBRIK 1MO OF CLOUD E CLDS Mfg. Part#: RBK-CLOUD-EDITION National IPA Technology Solutions (2018011-01) Electronic distribution - NO MEDIA	36	5497754	$686.17	$24,702.12
RUBRIK ONSITE CONSULTING SERVICES Mfg. Part#: RBK-PS-CNSLT-ONST National IPA Technology Solutions (2018011-01) Electronic distribution - NO MEDIA	3	6426677	$2,948.89	$8,846.67
RUBRIK TRAVEL & EXPENSES ASSOCIATED Mfg. Part#: RBK-PS-TE National IPA Technology Solutions (2018011-01) Electronic distribution - NO MEDIA	1	6426683	$1,448.12	$1,448.12

PURCHASER BILLING INFO

Billing Address:
CITY OF OPELIKA
ACCOUNTS PAYABLE
PO BOX 390
OPELIKA, AL 36803-0390
Phone: (334) 705-5120
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF OPELIKA
STEPHEN DAWE
204 S 7TH ST
OPELIKA, AL 36801
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$104,500.47
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$104,500.47

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Attachment: 7-6-21 - GOOGLE CLOUD COMPUTING AND DISASTER RECOVERY SERVICES - NATL IPA CONTR #2018011-01 - CNCL PKT (139-

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

Griffin Curcio | (877) 635-6656 | grifcur@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CDW·G PEOPLE WHO GET IT

NATIONAL IPA
EXPERIENCED • FOCUSED • TRUSTED

NATIONAL IPA AND CDW·G

A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW·G has been awarded a special contract with National IPA, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for National IPA Participants to utilize for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW·G and National IPA have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW·G account manager for additional assistance.

We look forward to serving you under our new agreement with National IPA.

HERE ARE THE BENEFITS OF THE CONTRACT:

- Term: 3/1/2018 to 2/28/2023 with two, one-year renewals.
- Competitive pricing across CDW·G's entire portfolio of products and solutions.
- Access to a multitude of services and custom configurations, including equipment staging.
- Pricing on products made by the following partners:

APC by Schneider Electric · Authorized Reseller · Hewlett Packard Enterprise · hp · Lenovo · Microsoft Surface · paloalto · RUCKUS · TRIPP·LITE · vmware

MKT29527 © 2018 CDW LLC. 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.800.4239

RESOLUTION NO. 140-21

Purchase - SalesForce Government Capsule - Implementation and Services - IT.

RESOLUTION NO. _____

RESOLUTION APPROVING PROPOSAL OF INCAPSULATE, LLC FOR A 311 CRM SYSTEM TO MANAGE PROPERTY INSPECTION REQUESTS RELATING TO RENTAL PROPERTIES IN THE CITY OF OPELIKA, ALABAMA

WHEREAS, the City Council of Opelika, Alabama (the "City Council") deems it necessary and desirable to implement a salesforce platform (the "CRM System") for the purpose of building a rental housing management system for the City of Opelika ("City"); and

WHEREAS, Incapsulate, LLC ("Incapsulate") is a consultancy firm that designs, models and develops applications on the Salesforce platform; and

WHEREAS, Incapsulate has prepared an SoW Document (the "SoW") which details system design and data analysis for building and operating government applications from within Salesforce specifically for allowing the City to build a rental housing management system; and

WHEREAS, Incapsulate's total quotation of $120,000 includes installation, configuration services, training, testing and other tasks outlined in the SoW; and

WHEREAS, the annual CRM License Subscription (per year costs) total is $30,000 which includes CRM Capsule Subscription License fee of $10,000 and an Annual Basic Maintenance and Support Services fee of $20,000; and

WHEREAS, the annual payment with respect to said Subscription License Fee and Annual Basic Maintenance and Support Services fee is budgeted in the current IT Department's

budget; and

WHEREAS, future payments for subscription and maintenance and support services in subsequent years will be included in the IT Department's budget; and

WHEREAS, the Director of Information Technologies and the Purchasing-Revenue Manager have recommended that the City Council accept the proposal for the SoW submitted by Incapsulate; and

WHEREAS, the purchase of custom software which is available from only one service is not subject to the competitive bid law.

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

1. That the proposal of Incapsulate and awarding of SoW to Incapsulate is hereby approved.

2. That the Mayor is hereby authorized to execute the SoW with Incapsulate in compliance with the terms and conditions of the SoW submitted by Incapsulate.

3. That the current invoice for CRM Implementation Services and CRM License Subscription submitted by Incapsulate is hereby approved and that the Purchasing-Revenue Manager is authorized and directed to issue a purchase order for said invoice in the amount of $150,000.00.

4. That with respect to future years, the payments for CRM License Subscription and Maintenance and Support Services shall be due upon receipt of invoice of each year and the Purchasing-Revenue Manager is authorized and directed to issue purchase orders for said future

invoices without further authorization by the City Council provided adequate funds have been budgeted and included in the IT Department budget.

5. That funds have been included in the 2021-2022 capital budget of the City to purchase and install the CRM System. Sufficient funds will be included in the IT Department's operating budget to cover maintenance related costs and expenses. The Controller is authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the actions contemplated in this Resolution.

6. 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.

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, ALABAMA

ATTEST:

_____

CITY CLERK

City of Opelika Applications and Future Demands.

The purpose of this proposal is to provide an overview of the project plan, approach, and costs to implement a cloud based mobile software for the City of Opelika, AL.

The Solution would be built on the cloud hosted Salesforce Customer Resource Management (CRM) and the Incapsulate CRM software capsule that provides a unique package of specific CRM tools, implemented to meet the requirements of the city of Opelika and its citizen's.

The current Energov system allows us to complete on-premises licensing, manual code enforcement, and provides for citizens to request and pay for city services through a web portal. The current system does not allow for all city services to be online, and it also lacks the ability for citizens and business to interact with the city via mobile devices.

As the city moves forward the following tasks must be accessible and available online and via mobile devices.

- Animal Licensing
- Billing & Invoicing
- Budgeting/Forecasting
- Case Management
- Code Enforcement
- Code Maintenance
- Compliance Management
- Contract/License Management
- Customer registration and automated account management
- Document Management
- Equipment Maintenance
- Fee Management
- Fixed Asset Management
- GIS Integration
- Inspection Management
- 311 Service Requests
- Inventory Management
- License Issuance
- Parking Management
- Permit Issuance
- Photo Management
- Planning & Zoning
- Project Management
- Property Database
- Purchasing & Receiving
- Self Service Portal
- Service Request Management
- Taxation & Assessment
- Utility Billing
- Violation Tracking
- Weed Abatement Control
- Work Order Management
- Grants Management
- Cemetery Services and Sales
- Rental System management

When offering online and mobile based services, security is a concern, utilizing the salesforce platform allows us access to a platform that is designed to meet compliance requirements such as FedRAMP High, FedRAMP Moderate, IRS 1075, and DoD Information Impact Level 2 (IL2). This cloud platform has continuous monitoring that includes full scope internal vulnerability assessments, third party audits, and penetration tests. Salesforce also allows us to utilize our investment in the Okta cloud identity. Enabling simple and secure access for any user from any device.

Utilizing and simplified application environment, that is open and integrates with Office 365, ESRI GIS, and other software used through the city, will allow the city to simplify our business processes, and simplify citizen interactions with the city.

SOW Response: Incapsulate CRM Implementation Project

Submitted to:

Submitted by:

incapsulate

Submitted: June 21, 2021

Contact: Steve Carter | scarter@incapsulate.com

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1.0 Background

Incapsulate is configuring and implementing our proprietary 311 CRM Capsule off-the-shelf solution to meet the City's requirements for a new CRM system to manage Property Inspection Requests.

1.1 Property Requests CRM Project Overview

The purpose of this proposal and SOW is to provide an overview of the project plan, approach and costs to implement a CRM for the City of Opelika, AL.

The CRM Solution would be built on the Cloud hosted Salesforce CRM and the Incapsulate CRM Capsule that provides a unique package of specific CRM tools, implemented to meet new inspection code requirements and provide property owners and citizens access to make property inspection requests or submit complaints about property code violations using self-service via the City web portal and using a new citizen mobile app.

Project Implementation will include traditional one-time up-front cost to deploy and configure the solution with the goals of the Property Request CRM project to be:

- Capture interactions with the public via phone, email, web and mobile app related to Code Enforcement Property Inspection requests
- Landlords who own rental property must register all properties and property that is 7 years old or greater must and request their rental property units to be inspected for code compliance. Landlords must pay the rental registration fee during the registration resolution process
- Capture requests and route to appropriate inspectors or groups for resolution
- Workflow tracking and routing to inspectors who will use the CRM Capsule Mobile Worker app to capture request activity during onsite rental property inspections
- Ability for integration to ESRI and payment systems. Payment systems selected would need to come in with PCI Compliance and Incapsulate is not responsible for PCI Compliance of the payment systems. Payment is only available on Web Portal or by a post-request payment notification or process.
- GIS integration, e.g. validation of location information from a citizen during creation of a new service request and showing available GIS layer information that is captured with the service request. Geo layer information can be used for routing, assignments, and to view parcel/property ownership related information or layer attributes

For this CRM project, Incapsulate will provide a firm fixed price for the implementation of the CRM Capsule solution on Salesforce with these key goals of the fast-track implementation:

- CRM Launch and Go Live by December, 2021 with up to 5 service request call types for rental property requests and inspections
- Includes use by the City Code Enforcement and IT staff
- Use of the Salesforce Public Sector Foundation (PSF) licenses that provides the Service Cloud and Customer Community platform required for installation of the Incapsulate CRM Capsule. Using the Salesforce PSF as the CRM platform, the City can add other business processes to the PSF and Capsule platform in the future for licensing, permitting, inspections and other types of service request types when required.

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Incapsulate's CRM Capsule solution is a state-of-the-art technology solution capable of supporting the City Code Enforcement rental property inspection request programs and department activities to resolve and manage rental property inspection requests or rental property code violation complaints. Our solution will allow the City to implement a CRM for Rental Property Inspection Requests that will be operational to capture inspection requests for a Fall 2021 registration period in advance of the new enforcement of the City ordinance going into effect Jan 1, 2022. Post-implementation Incapsulate will provide basic support and maintenance of the CRM Capsule installation in the Salesforce orgs.

2.0 CRM Implementation Scope of Services

This will be a Firm Fixed Price Project that will be scheduled to begin soon after the Purchase Order from the City is delivered to Incapsulate and coordination of calendars with City and the project team for a GoLive on or before December 2021. The overall purpose of this project is to provide the City IT and Code Enforcement Divisions a CRM system using the Salesforce platform and the Incapsulate CRM Capsule. The implementation will include the following activities:

1. Configure up to 5 Service Requests (SRs) for use by the City and train the City to maintain and configure the SRs as required.
2. Configure up to 5 knowledge base content articles supporting the rental property inspection request business use case.
3. Integrate the CRM Capsule with Active Directory for authentication of City users
4. Integrate the CRM Capsule with City's ESRI GIS for location validation
5. Configure Salesforce for use with City email accounts as needed for outbound notification emails or SR confirmation notices.
6. Deliver the CRM Capsule self-service applications for the City Web Portal and Citizen mobile app. Priority will be given to launching the Web Portal by GoLive, with the mobile app being launched close to GoLive when the City is ready to advertise and publish the apps via the Apple and Android app exchanges/stores.
7. Upto 20 hours of Train the Trainer and Administration Training. Up to 5 Admin users and Trainers.
8. Open311 API to Connect to Third Party Apps like the ESRI and other City systems, and use of Salesforce APIs to connect to the City payment system.
9. City Specific Dashboards (5) and Reports (10)
10. Capsule Updates (Aligned w/Salesforce Releases) included with Incapsulate Maintenance and Support Services

2.1 Project Timeline

Incapsulate Proposed Project Plan for the City CRM project as shown in below. This plan will implement the Capsule CRM solution that will support City objectives to support use by the City Department staff and customer service team as required.

Overall project schedule will be 15 weeks broken down into the following phases:

- Discovery - 2 weeks
- Configure & Integration Development - 8 weeks
- User Acceptance Testing and Training - 4 weeks

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- Deployment in Production and GoLive - 1 week

Below is a list of tasks and activities in more detail. This schedule will be finalized in consultation with the City post-contract signing. Overall, we are proposing a project plan to implement CRM functionality for the Go Live and training of City staff on or before December 2021.

PHASE	TASK / ACTIVITY	RESPONSIBLE
KICKOFF & INSTALL	*Install CRM Capsule*	*Incapsulate*
DISCOVER & ALIGN	*Discovery & Alignment Sessions*	*Incapsulate / City*
DISCOVER & ALIGN	*Populate SR Type workbooks/templates*	*Incapsulate / City*
CONFIGURE & INTEGRATE	*Configure SRs & KB Articles*	*Incapsulate*
CONFIGURE & INTEGRATE	*Integrations: GIS and City systems consulting*	*Incapsulate / City*
CONFIGURE & INTEGRATE	*Configure Reports and Dashboard*	*Incapsulate / City*
CONFIGURE & INTEGRATE	*Configure User Profiles & Roles*	*Incapsulate / City*
REVIEW & TRAIN	*User Acceptance*	*Incapsulate / City*
REVIEW & TRAIN	*System Admin Training & Train the Trainer*	*Incapsulate / City*
REVIEW & TRAIN	*End User Training*	*City*
DEPLOY & GO-LIVE	*Deployment & Go-Live*	*Incapsulate*

We have estimated that up to 5 rental property inspection service request types would need to be created for the CRM launch fully configured to handle the most frequent rental property call types. Details regarding these activities and associated outcomes/deliverables are in the table below.

Activity	Description	Outcome / Deliverable
Install 311 CRM Capsule	Incapsulate installs the 311 CRM Capsule after Salesforce provisions the cloud CRM environments and Incapsulate will work with the City System Administrators to facilitate knowledge transfer and training. *Key Assumptions (if applicable)* • All necessary Salesforce licenses available at project start	• 311 CRM solution ready for use and configuration
Discovery & Alignment Sessions	Incapsulate works with the City to refine the implementation schedule, identify key stakeholders and points of contact, and finalize key functional and technical objectives. The team then jointly identifies CRM SR types and KB Articles for initial focus of the project and works to align requirements with Capsule functionality. Also, at this point, the project plan will be finalized based on joint review with the City. *Key Assumptions* • City makes available key stakeholders and domain subject matter experts throughout the discovery & alignment process	• Project Plan • RTM for City

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Populate Service Request (SR) Type workbook and templates	The City populates Capsule Configuration Service Request templates based on required Case/Service Request types, and captures intake questions and business rules (e.g., workflow, escalation.) *Key Assumptions* • The City populates Capsule Configuration Service Request templates • Incapsulate provides review and validation prior to loading templates • Up to 5 CRM Service Request types will be configured by Incapsulate	• Populated SR Configuration Templates (City) • SR Configuration Tracking
Configure Service Request Types	Based on templates as populated by the City, Incapsulate configures Service Requests into the Capsule. This is done in an Agile manner, with incremental batches of Service Requests being loaded and reviewed on an ongoing basis. Any lessons learned in configuring the initial Service Requests will be incorporated into subsequent efforts. *Key Assumptions* the City provides all required service request and project content, including reference Knowledge base information Up to 5 KB articles will be authored by Incapsulate with the City	• 5 Fully Configured SRs in CRM • 5 Authored articles in KB
Configure Integrations for GIS Services and consult on City systems Integration	The City makes ESRI GIS services available to CRM. Incapsulate subsequently integrates location and mapping services into CRM Capsule. Incapsulate will consult with City systems admin staff on definition of the integration with CRM Capsule and payment system *Key Assumptions* • City makes available ESRI GIS services (ArcGIS version 10.x or higher) • City responsible for resolving related security and access issues • City push/pull of City systems data using Salesforce and Incapsulate provided APIs (e.g., Open311 API, Bulk API) • City has (or obtains) all necessary 3rd-party licenses • Payment systems selected would need to come in with PCI Compliance and Incapsulate is not responsible for PCI Compliance of the payment systems. • Payment option available only on Web Portal. Mobile is out of scope.	• City ESRI GIS integration with CRM • Location validation services established • Payment system process or integration established
Configure Reports and Dashboards	Incapsulate will review out-of-the box CRM reports and dashboards with the City Team will review edits and options on CRM reports Team will determine dashboard contents *Key Assumptions* • Incapsulate will develop 5 reporting dashboards with up to 10 reports per dashboards	• Reports are enabled in CRM • City Dashboards enabled in CRM
Configure User Profiles and Roles	Incapsulate team configures user profiles and roles based on identification and classification of City Department users by the City. *Key Assumptions* • City will provide Incapsulate with user roles and privileges information	• City user profiles loaded • City CRM roles assigned to users
Systems Administrator Training	City identifies CRM administrators. Incapsulate trains CRM administrators on Capsule and Salesforce admin topics. Incapsulate will provide up to 12 hours (typically 3-4 sessions of 2-3 hours each). Training will be delivered completely remote. Further details on training are provided below. *Key Assumptions* • Up to 12 hours of admin training sessions provided • Identified CRM Administrators have Salesforce Admin Knowledge • Upto 5 Admin Users to be trained • Training videos to be provided as training material	• City CRM administrators and super-users trained
Train the Trainer	City identifies CRM Trainers who would be responsible for delivering End User Training. Incapsulate trains CRM Trainers on System use and navigation based on user role. Incapsulate will provide up to 8 hours (typically 1-2 sessions of 2-3 hours each). Training will be delivered completely remote. Further details on training are provided below. *Key Assumptions* • Up to 8 hours of Train the Trainer sessions provided • Up to 5 CRM Trainers • Training videos are provided as the training material	• City CRM Trainers trained to lead End User Training
User Acceptance	The City identifies UAT testers who would work with appropriate City SMEs to create test cases needed to support the UAT and System Acceptance .	• City accepts CRM is configured properly for City processes

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	Key Assumptions • Incapsulate will remotely support testing by City team as needed • City will complete UAT within the agreed upon timelines	
End User Training	City identifies CRM end-users. Trainers identified by City will lead the end user training. Incapsulate will support remotely in a limited and as needed capacity.	• Trained City staff end users are trained and ready to use the system
Staging and Production Deployment (Go Live)	• Incapsulate will ready the production environment • Incapsulate & City will implement the Go Live and Deployment plan according to schedule • Incapsulate will support Go Live onsite with City team	• CRM Production environment is ready • GoLive date scheduled • Support and Maintenance plan enabled

3.0 Pricing & Payment Terms

Our approach to pricing of the CRM System is to:

- Provide a fixed price for the system installation and configuration of the CRM solution to support City staff.
- Provide a CRM Capsule subscription annual cost for the City CRM solution.
- Change Request Process for services from Incapsulate on an as needed basis after or during the initial implementation.

We have built into our fixed price a recommendation of the CRM Capsule licensing model that allows maximum flexibility to the City to complete the goals and objectives of the CRM project

Implementation Services (one-time costs) - This cost includes CRM implementation services including installation, configuration services, training, testing, and other tasks outlined in this response.

CRM Implementation Services Cost	Cost
Incapsulate CRM Implementation Services	$120,000.00
Total	**$120,000.00**

CRM License Subscription (per year costs) - The license cost shown here is the Incapsulate Capsule license costs required for the CRM with City.

CRM License Itemized Costs for Year 1	Cost
CRM Capsule Year 1 Subscription License - CRM	$10,000.00
Annual Basic Maintenance and Support Services – year 1	$20,000.00
Total*	**$30,000.00**

Our CRM subscription annual pricing includes the **CRM Capsule** license for our Capsule subscriptions based on population of the City and it includes Agent Console, Department Console, Configuration Console, City Mobile Worker App, Citizen Web Portal and Citizen Mobile app for use during the CRM project.

The table below provides a deliverable based payment schedule for the CRM implementation, support and maintenance of the system as specified in this Statement of Work.

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Type	Invoice Date	Amount
Professional Services	Kickoff	$30,000
	CRM Available for User Acceptance Testing	$45,000
	CRM Deployment to Production	$45,000
CRM Capsule Year 1 Subscription License - CRM; Annual Basic Maintenance and Support Services - Year 1	Kickoff	$30,000

3.1 Key Assumptions & Considerations

The following assumptions apply to this response.

1. All Incapsulate implementation services and support will be conducted remotely.
2. Incapsulate will work with the City to configure up to 5 Call/Service Request types in the CRM solution based on information provided by the City.
3. Inspection Checklists will be handled through Service Activities of the 311 CRM Capsule. Capsule & Salesforce limitations Apply.
4. Payment systems selected would need to come in with PCI Compliance and Incapsulate is not responsible for PCI Compliance of the payment systems.
5. Payment option available only on Web Portal. Mobile is out of scope.
6. The City will be trained for basic configuration management of the Service Request types using the Incapsulate-provided admin configuration training. Incapsulate can provide additional Service Request configuration support to the City as needed using the Change Request process for fixed price or time and materials estimates of work after the pilot.
7. Incapsulate will configure 5 dashboards with up to 10 reports per dashboard. All reports and dashboards will be developed using standard Salesforce reporting capabilities. Creating custom reports is out of scope. The City can utilize and copy-then-modify existing CRM Capsule reports as needed.
8. The City will provide timely access to City SMEs and third party vendors who may be needed for SR type or integration consulting.
9. Data migration of existing property ownership information from City systems is not quoted and could be done on a T&M basis where we can determine scope and price of data migration efforts if the City desires.
10. Custom printing support is out of scope. Print formats are limited to Salesforce's default print capabilities.
11. Creating custom print views, schedule print jobs or batch printing is not included in this quote.
12. The City's external systems will be able to consume APIs that conform to Open311 standards and/or Salesforce API Standards. Incapsulate will not develop new APIs as part of this effort. As such, all integrations with City systems will be through Incapsulate Enhanced Open311 API standards, Salesforce API and readily available connectors
13. Modifications to this API are out of scope and not included in our pricing. Building custom APIs is not in scope.
14. Incapsulate will consult to the City on how to utilize the APIs to integrate with City systems and the City will be responsible for the integration effort on the City systems side.
15. The GIS integration will be done as part of the CRM project, the City will provide the following for ESRI/ARC GIS integration at kickoff:

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a. ARC GIS version will be 10.X or higher
b. All service should be either be publicly accessible or authenticated
c. There must be one Composite Locator & Layer Service containing the necessary locators
d. All services must be https using TLS 1.1 or higher
e. All services must be https and require server and client certificate chains to include all intermediate certificates that exist between the server or client certificate
f. GIS integration is already built into the CRM Capsule cost so there is no additional implementation costs for ESRI integration

16. Incapsulate will implement our CRM Capsule Public-Facing Self-Service Citizen Web Portal as part of the CRM project.
17. Incapsulate will implement our CRM Capsule Public Facing Citizen Mobile Application for use on iOS and Android mobile devices.
18. Incapsulate will implement our CRM Capsule Mobile Worker Application for use on iOS and Android mobile devices.
19. Knowledge is being provided for this project and up to 5 articles will be authored jointly with the City.
20. Incapsulate will configure upto 3 user profiles.
21. User Acceptance Testing (UAT) requires the involvement of City resources. Delays in scheduling or conducting User Acceptance Testing (UAT) may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
22. Fees for Incapsulate licenses and services will be invoiced, with a Net 30 days payment terms. An invoicing schedule will be developed upon award.
23. All required Incapsulate CRM Capsule licenses will be invoiced at project kickoff.
24. CRM Capsule pricing covers only the City Code Enforcement Department for the project.
25. Incapsulate is providing its CRM Capsule as described in this proposal as is. Customization of the Capsule is not permitted. All Capsule features, as developed to support a broad range of CRM functionality, will be provided as is. After the 1-year CRM Capsule license period, the CRM Capsule license pricing will escalate by 3.5% Year-over-Year.
26. Incapsulate's Capsules and derivatives shall remain the Intellectual property of Incapsulate. Incapsulate shall provide a non-exclusive and non-transferable license for the use of software to the City for use by the City.
    a. The City shall have no right to sublicense, assign, transfer, or disclose to any third party any portion of the Work Product or any of Incapsulate's Intellectual Property Rights, except as is necessary for the City to use the Work Product. By way of example only, the City shall not allow any other entity—such as a contractor or the public (or any member thereof)—to have access to any source code related to the Work Product. To that end, the City shall use commercially reasonable efforts to protect against any inadvertent disclosure of the source code or Incapsulate's Intellectual Property.
    b. The City agrees that it shall not attempt to exploit any element of the Work Product or related Intellectual Property Rights except as expressly authorized by Incapsulate.
    c. Upon contract signing, Incapsulate and the City shall enter into a Capsule Subscription Agreement to reflect these terms and conditions. CRM Capsule Subscription Agreement must be signed before the Capsule is deployed to production.

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27. All Salesforce licenses will be available for Incapsulate use at project kickoff.
28. All Salesforce general, feature, and license limits apply. For more details please see: https://help.salesforce.com/articleView?id=limits_general_parent.htm&type=0
29. Platform security provided by Salesforce. Relevant security plans and documentation to be provided by Salesforce.
30. Salesforce is 100% cloud based and is compatible with n-1 browser versions. Please see link for details: https://help.salesforce.com/articleView?id=getstart_browser_overview.htm&type=5
31. All training will be conducted remotely via Zoom (or equivalent video-conferencing tool).
32. Incapsulate will provide up to 12 hours (typically 3-4 sessions of 2-3 hours each) for CRM administration on the CRM Capsule and Salesforce admin topics. Recorded Training Videos will be provided as part of the training materials. No documentation is created specifically for the City.
33. We recommend that the City CRM System Administrators and/or Service Request configuration team need to have working knowledge of Salesforce or will work to establish competency in time to participate in training and SR configuration. Following are some examples of free self paced training
    a. Salesforce Admin Beginner - https://trailhead.salesforce.com/en/trails/force_com_admin_beginner
    b. Salesforce Workflow Process Builder - https://trailhead.salesforce.com/en/projects/quickstart-process-builder
    c. All City staff participating in this training are assumed (at minimum) to have taken Salesforce Administrator training online using the Trailhead courses identified by Incapsulate.
34. Incapsulate will provide City Administrations with the Capsule Service Request Configuration guide post Go-Live. A broad range of additional documentation regarding core Salesforce capabilities and administration is available directly through Salesforce at no additional charge.
35. Incapsulate will provide upto 8 hours of train-the-trainer sessions. This will be through 1-2 sessions of 2-3 hours each for a maximum of 5 trainers. Recorded Training Videos will be provided as part of the training materials. No documentation is created specifically for the City.
36. City is responsible for scheduling and conducting End User Training. Incapsulate can provide support as necessary remotely.
37. Delays in scheduling or conducting End User Training may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
38. City responsible for resolving related security and access issues.
39. City has (or obtains) all necessary 3rd-party licenses.
40. City will provide Incapsulate with user roles and privileges information.
41. Upon award we will work with the City to finalize the proposed project schedule.
42. The City will offer support to the Incapsulate team in accordance with the mutually agreed upon project plan. Delays caused by the City's team will be managed through a formal Change Management process.
43. The City will provide timely access to City SMEs and third party vendors.

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44. It is assumed that the City will resolve all issues within 2 business days. We expect City staff involvement to be heavy during the requirement gathering process, for data integration, User Acceptance (UA).
45. User Acceptance Testing (UAT) requires involvement of City resources. Delays in scheduling or conducting User Acceptance Testing (UAT) may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
46. Fees for licenses and services will be invoiced, with a Net 30 days payment terms. An invoicing schedule will be developed upon award.
47. All Salesforce general, feature and license limits apply. For more details please see: https://help.salesforce.com/articleView?id=limits_general_parent.htm&type=0
48. All required licenses will be invoiced at project kickoff.
49. All Salesforce licenses will be available for Incapsulate use at project kickoff.
50. The City will purchase all Salesforce licenses directly from Carahsoft. License term for all Salesforce licenses is one year.
51. Salesforce license pricing will escalate by no more than 7% Year-over-Year. We have assumed a 3.5% increase in our pricing for budgetary estimating purposes. The actual Year-over-Year increase will be determined upon award.
52. Platform security provided by Salesforce. Relevant security plans and documentation to be provided by Salesforce.
53. City responsible for resolving related security and access issues.
54. City will provide Incapsulate with user roles and privileges information.
55. Upon award we will work with the City to finalize the proposed project schedule.
56. City will assign a Product Owner for the duration of the project. The Product Owner will have decision making authority.
57. City will assign resources to provide business requirements at kickoff of the project. Delays in this process will result in schedule slippage and possible change requests.

4.0 Change Request Process

Incapsulate's Change Request Process can be utilized for any additional work after the original CRM project configuration is complete or for other tasks that may need to be added to the project like new service request configuration for additional use cases. It requires a written Change Request prepared by the City. Once received, Incapsulate will evaluate and provide a written cost and schedule statement to the City within five (5) business days. If the City approves the cost and schedule it will provide written notification to Incapsulate. The Change Request must be mutually agreed by the Parties and signed by authorized representatives from both Parties to authorize implementation of the changes. Until the Change Request is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the Project SOW. Any changes to the Statement of Work shall be subject to mutual written agreement by both parties. Incapsulate shall not implement any changes without written approval of the City's authorized representative.

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4.1 Sample Change Request Form

Change Request Form

SOW #		Change Request #	
Project Name		Date Submitted	
Requested By		Date Reply Due	

Description of Change:
<Describe the change>

Reason for the Change:
<Describe reasons for the change>

Scope and Assumptions:
<Describe additional scope of work, assumptions>
Financials:
<Describe financial impact, changes to milestones, payment changes>.
Approvals:

This change has been (check one option):

[ ] Approved
[ ] Rejected
[ ] Deferred
[ ] Other _____

Comments:
_____
_____
_____
_____
_____

IN WITNESS WHEREOF, each of the parties has caused this Change Request to be executed and delivered by its duly authorized officers as of the day and year written below.

City of Opelika AL	Incapsulate LLC
_____	_____
Name, Title	Name, Title
_____	_____
Date	Date

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RESOLUTION NO. 141-21

Request Refund of Occupational License Fees - Jennifer Kellon.

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 $1,128.09 can be printed payable to Jennifer Kellon, P.O. Box 136, Notasulga, AL 36866, 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. 142-21

Request Refund of Occupational License Fees - Tracey Johnson.

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 $1,496.25 can be printed payable to Tracey Johnson, 800 Mindingall Road, Tuskegee, AL 36083, 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. 143-21

Abatement of Building Permit Fees for the Fuller Center for Housing.

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE WAIVER OF ALL BUILDING AND CONSTRUCTION PERMIT FEES FOR AN ACCESSIBLE BATHROOM ADDITION BEING CONSTRUCTED BY THE FULLER CENTER FOR HOUSING

WHEREAS, the Fuller Center for Housing is a non-profit organization that seeks to promote partnerships with individuals to build and rehabilitate homes for people in need; and

WHEREAS, the Fuller Center works in collaboration works in collaboration with service-oriented organizations and countless volunteers to build and repair homes; and

WHEREAS, the Fuller Center will be building this addition with local donations of materials and labor; and

WHEREAS, the Fuller Center requests that the City of Opelika (the City) waive any and all building and construction fees and plan review fees to the addition being constructed at 2001 Autrey Street in Opelika, Alabama; and

WHEREAS, pursuant to § 11-96A-3, *Code of Alabama*, municipal governing bodies, may appropriate, lend or donate funds or properties to any non-profit corporation or agency to be used for the purpose of funding or providing low or moderate-income housing; and

WHEREAS, the City Council and the City of Opelika (the "Council") finds and determined that the waiver of such building and construction permit fees will serve a valid and sufficient purpose because it will provide a needed accessible bathroom at the home located at 2001 Autrey Street.

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

1. That the Council does hereby waive any and all building and construction permit fees required by the City related to the addition being constructed at 2001 Autrey Street. The Fuller Center shall be exempt from the payment of the following fees:

    a. Planning fees

    b. Plan review fees

    c. Building permit fees, including electrical, mechanical, and plumbing permit fees

    d. Sewer tap and assessment fees

2. 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.

3. That this Resolution shall take effect upon its passage and adoption by the City Council and shall remain in full force and effect until completion of the project located and 2001 Autrey Street.

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

RESOLUTION NO. 144-21

Approve Project Agreement with Point Broadband - ED.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PROJECT AGREEMENT BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA, AND POINT BROADBAND OF ALABAMA, LLC

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, (the "Council") as the governing body of the City of Opelika, Alabama, (the "City"), as follows:

Section 1. The Council upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City of Opelika, Alabama (the "City") and Point Broadband of Alabama, LLC, a Delaware limited liability company (the "Company") have prepared and presented to the Council that certain Project Agreement by and between the City and the Company to be dated the date of delivery, as well as all exhibits attached thereto (collectively, the "Agreement" or the "Project Agreement") for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Amendment No. 642 to the Constitution of Alabama of 1901, as amended ("Amendment 642").

(c) Pursuant to the Project Agreement, the Company will agree to locate and operate within the City its corporate headquarters building located at a site to be selected by the Company.

(d) The Project, as defined in the Project Agreement, when completed, will result in the creation of approximately twenty-five (25) new full-time jobs and will increase employment in the City and increase the tax and revenue base of the City.

(e) In consideration for the obligations of the Company under the Project Agreement, the City will agree, among other things, to provide financial incentives to the Company described more particularly in the Project Agreement, including cash incentives, performance incentives, tax abatements and tax exemptions.

(f) The expenditure of public funds for the purposes specified in the Project Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities, because it will facilitate the acquisition and construction of the Project for the benefit of the general public, will increase employment opportunities in the City and will increase the tax and revenue base of the City.

(g) On June 29, 2021, the City caused to be published in *The Opelika-Auburn News*, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which Notice is attached hereto. The information set forth in said Notice is true and correct, and the publication of said Notice is hereby ratified and confirmed.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm

(a) the agreements, covenants and undertakings of the City set forth in the Amended Project Agreement.

(b) the terms and provisions of the Project Agreement in substantially the form set forth therein, with such changes thereto (by addition, deletion, or substitution) as the Mayor

shall approve (other than an increase in the amount of the City's financial commitment which must be approved by this Council), which approval shall be conclusively evidenced by execution and delivery of the Project Agreement as hereinafter provided.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Project Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Project Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices and petitions and proceedings with respect to the Project Agreement, as the Mayor and such other officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Project Agreement or to duly and punctually observe and perform all agreements and obligations of the City under the Project Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants and undertakings of the City hereby approved, or in connection with the preparation of the Project Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

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

_____

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

ATTEST:

_____

CITY CLERK

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the ____ day of _____, 2021, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the ____ day of _____, 2021.

_____

CITY CLERK

CITY OF OPELIKA, ALABAMA

RESOLUTION NO. 145-21

Approve Letter of Agency to Granite Telecommunications for the Billing of Communications Services - IT.

RESOLUTION NO. _____

RESOLUTION APPROVING GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY TO GRANITE TELECOMMUNICATIONS, LLC FOR THE BILLING OF COMMUNICATIONS SERVICE FOR THE CITY OF OPELIKA, ALABAMA

WHEREAS, the City of Opelika, Alabama (the "City") deems it necessary and desirable to simplify the management of communications services in order to streamline billings from BellSouth Telecommunications, LLC, d/b/a AT&T Alabama ("AT&T Alabama); and

WHEREAS, Granite Telecommunications, LLC, d/b/a Granite Government Solutions, ("Granite") provides voice, data and other products and services to multi-site business and governmental agencies; and

WHEREAS, Granite helps customers simplify and manage local and long-distance phone services, with a single point of contact and one invoice for all locations and thus take advantage of economies of scale to reduce bill costs for its customers; and

WHEREAS, with Granite the City will save an estimated total of $25,886 per year over the current billing with AT&T; and

WHEREAS, Granite has prepared and submitted to the City Council a Government Account Form and Letter of Agency (the "LOA") ; and

WHEREAS, the monthly payments are budgeted in the current IT Department's budget; and

WHEREAS, future payments for monthly telecommunications services in subsequent years will be included in the IT Department's budget; and

WHEREAS, the Director of Information Technologies and the Purchasing-Revenue Manager have recommended that the City Council approve the LOA submitted by Granite; and

WHEREAS, the Alabama Competitive Bid Law authorizes a municipality to purchase goods and services through cooperative purchasing programs approved by the Alabama Department of Examiners of Public Accounts without advertising for bids; and

WHEREAS, the City desires to utilize OMNIA Purchasing Contract No. R200901 to purchase services from Granite, as an exemption from the competitive bid law.

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

1. That the proposed Government Account Form and Letter of Agency to be entered into between the City and Granite Telecommunications, LLC, d/b/a Granite Government Solutions, 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 LOA.

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

4. That the compensation to be paid to Granite Telecommunications, LLC, provided under the LOA shall be paid from the budgeted funds in the Information Technology Department. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

5. 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.

6. That the Mayor and Information Technology Director are hereby authorized to approve payment of all future invoices from Granite or its successors in accordance with the provisions of this LOA or without further authorization of the City Council provided adequate funds have been budgeted and included in the IT Department budget.

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, ALABAMA

ATTEST:

_____

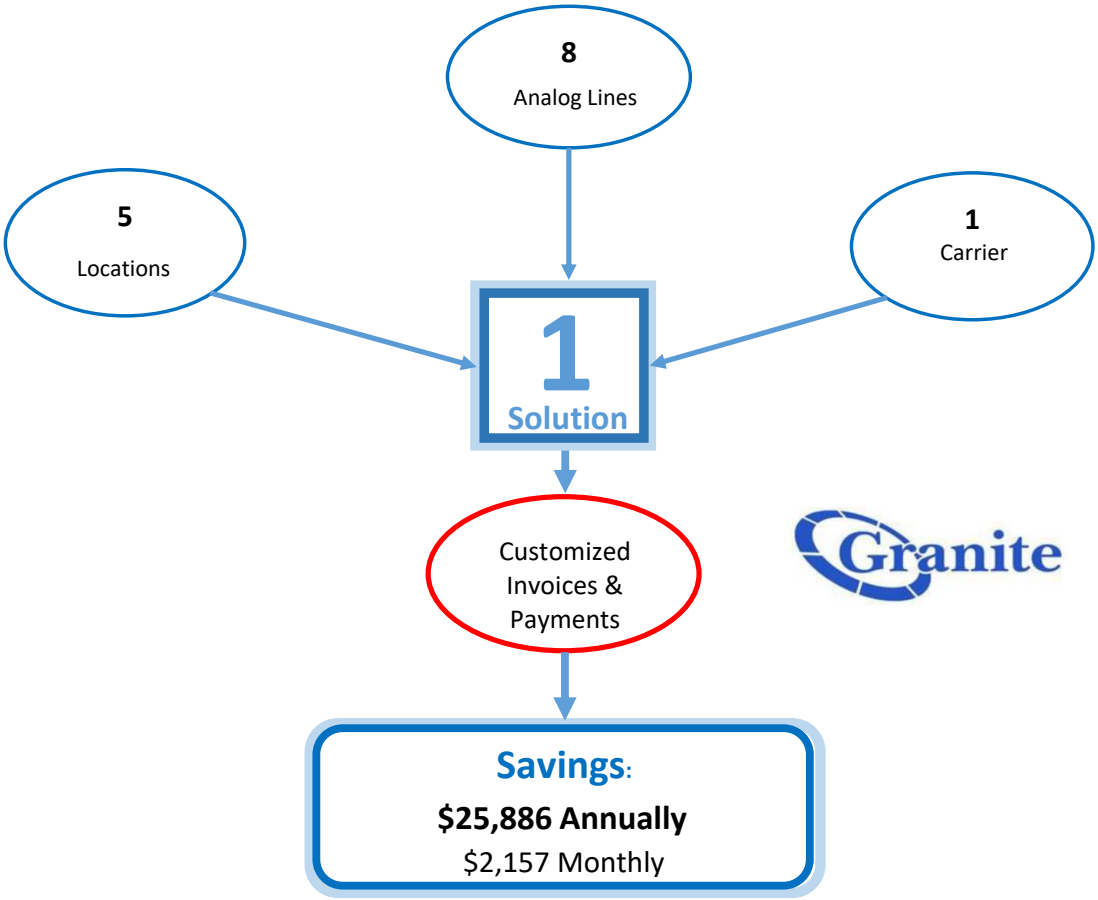
CITY CLERK

Path to Partnership

City of Opelika

The Value in Partnering with Granite

Granite provides voice, data and other products and services to multi-site businesses and governmental agencies. Granite serves more than two-thirds of the *Fortune* 100 companies, servicing more than 1.75 million voice and data lines. Since 2002, Granite has helped customers simplify and manage local and long-distance phone services, with a single point of contact and one invoice for all locations throughout the United States and Canada. No longer just the industry leader for Plain Old Telephone Services (POTS), Granite provides a full range of advanced communications solutions, including Internet access, SD-WAN, wireless WAN, hosted PBX, SIP trunking, mobile voice and data, mobile device management, managed security and network integration – all in a single, seamless solution.



1 Solution

- **1 National Account Manager**
- **1 Customized bill with standard accounting software integration**
- **1 Customer portal with extensive data analytics**
- **1 Premier Support Team to manage your account 24x7x365**

♦Complete Coverage ♦One Source, One Bill ♦Support 24/7

Granitenet.com 866.847.1500

#R200901

Attachment: 32540 - City of Opelika - POTS - 6.28.21 - OM (145-21 : Approve Letter of Agency to Granite Telecommunications for the Billing of

Path to Partnership

City of Opelika

Your Customized Solution

Services Consolidated:

Services	Consolidated Units #	Consolidated Units %	Current Monthly Cost	Granite Monthly Total	Monthly Savings	Annual Savings	Savings %
Analog	8	100%	$2,696	$539	$2,157	**$25,886**	**80%**

Analog Providers Consolidated:

Provider	Sites	Lines	Provider Cost	Granite Cost	Savings per Site	Monthly Savings	Annual Savings
AT&T	5	8	$2,696	$539	$431	**$2,157**	**$25,886**

#R200901

Attachment: 32540 - City of Opelika - POTS - 6.28.21 - OM (145-21 : Approve Letter of Agency to Granite Telecommunications for the Billing of

Path to Partnership

City of Opelika

Analog Site Summary
Prepared On: 06/23/2021
Expires On: 12/20/2021
Quote Request - 32540

Summary by Location:

Monthly Savings Report

Carrier	Location	TN	Current Pricing	Granite Pricing	Savings
AT&T	730 Fox Tr - PBX	3347050338	$440.82	$66.36	$374.46
AT&T	730 Fox Tr - PBX	3347050697	$440.82	$66.36	$374.46
AT&T	730 Fox Tr - PBX	3347058629	$440.82	$66.36	$374.46
AT&T	**730 Fox Tr - PBX Total**		**$1,322.46**	**$199.08**	**$1,123.38**
AT&T	1900 Palin Av	3347372806	$430.82	$66.36	$364.46
AT&T	**1900 Palin Av Total**		**$430.82**	**$66.36**	**$364.46**
AT&T	600 8Th Av	3347373234	$430.82	$66.36	$364.46
AT&T	**600 8Th Av Total**		**$430.82**	**$66.36**	**$364.46**
AT&T	600 Fox Run Pkwy	3347493008	$37.82	$66.36	($28.54)
AT&T	600 Fox Run Pkwy	3347493009	$37.82	$66.36	($28.54)
AT&T	**600 Fox Run Pkwy Total**		**$75.64**	**$132.72**	**($57.08)**
AT&T	103 Hamer Pl	3347495231	$436.32	$59.41	$376.91
AT&T	**103 Hamer Pl Total**		**$436.32**	**$59.41**	**$376.91**
Subtotal			**$2,696.06**	**$523.93**	**$2,172.13**
Presubscribed Interexchange Carrier Charge			$0.00	$14.96	-$14.96
Total			$2,696.06	$538.89	$2,157.17

THIS QUOTE IS AN ESTIMATE. Pricing is subject to availability.
All Services are subject to the General Terms and Conditions of Service set forth at www.granitenet.com.
The information contained herein is confidential and proprietary.
Some taxes, surcharges, regulatory fees and non-recurring charges may be included, additional may apply.

#R200901

Attachment: 32540 - City of Opelika - POTS - 6.28.21 - OM (145-21 : Approve Letter of Agency to Granite Telecommunications for the Billing of

Path to Partnership

City of Opelika

Analog Product Summary
Prepared On: 06/23/2021
Expires On: 12/20/2021
Quote Request - 32540

Breakdown by TN:

Monthly Savings Report

Carrier	Location	TN	Description	Current Pricing	Granite Pricing	Savings
AT&T	730 Fox Tr - PBX	3347050338	PBX Combination Flat Rate Trunk	$440.82	$46.00	$394.82
AT&T	730 Fox Tr - PBX	3347050338	PBX Touch Tone Service	$0.00	$0.00	$0.00
AT&T	730 Fox Tr - PBX	3347050338	Hunting	$0.00	$0.00	$0.00
AT&T	730 Fox Tr - PBX	3347050338	EUCL	$0.00	$9.88	($9.88)
AT&T	730 Fox Tr - PBX	3347050338	ARC	$0.00	$2.99	($2.99)
AT&T	730 Fox Tr - PBX	3347050338	LNP	$0.00	$0.54	($0.54)
AT&T	730 Fox Tr - PBX	3347050338	Property Tax Assessment	$0.00	$6.95	($6.95)
AT&T	730 Fox Tr - PBX	3347050697	PBX Combination Flat Rate Trunk	$440.82	$46.00	$394.82
AT&T	730 Fox Tr - PBX	3347050697	PBX Touch Tone Service	$0.00	$0.00	$0.00
AT&T	730 Fox Tr - PBX	3347050697	Hunting	$0.00	$0.00	$0.00
AT&T	730 Fox Tr - PBX	3347050697	EUCL	$0.00	$9.88	($9.88)
AT&T	730 Fox Tr - PBX	3347050697	ARC	$0.00	$2.99	($2.99)
AT&T	730 Fox Tr - PBX	3347050697	LNP	$0.00	$0.54	($0.54)
AT&T	730 Fox Tr - PBX	3347050697	Property Tax Assessment	$0.00	$6.95	($6.95)
AT&T	730 Fox Tr - PBX	3347058629	PBX Combination Flat Rate Trunk	$440.82	$46.00	$394.82
AT&T	730 Fox Tr - PBX	3347058629	PBX Touch Tone Service	$0.00	$0.00	$0.00
AT&T	730 Fox Tr - PBX	3347058629	Hunting	$0.00	$0.00	$0.00
AT&T	730 Fox Tr - PBX	3347058629	EUCL	$0.00	$9.88	($9.88)
AT&T	730 Fox Tr - PBX	3347058629	ARC	$0.00	$2.99	($2.99)
AT&T	730 Fox Tr - PBX	3347058629	LNP	$0.00	$0.54	($0.54)
AT&T	730 Fox Tr - PBX	3347058629	Property Tax Assessment	$0.00	$6.95	($6.95)
AT&T	1900 Palin Av	3347372806	Flat Business Line	$430.82	$46.00	$384.82
AT&T	1900 Palin Av	3347372806	Touch Tone Business	$0.00	$0.00	$0.00
AT&T	1900 Palin Av	3347372806	Call Return Blocking	$0.00	$0.00	$0.00
AT&T	1900 Palin Av	3347372806	Repeat Dial Blocking	$0.00	$0.00	$0.00
AT&T	1900 Palin Av	3347372806	Custom Toll Restriction	$0.00	$0.00	$0.00
AT&T	1900 Palin Av	3347372806	EUCL	$0.00	$9.88	($9.88)
AT&T	1900 Palin Av	3347372806	ARC	$0.00	$2.99	($2.99)
AT&T	1900 Palin Av	3347372806	LNP	$0.00	$0.54	($0.54)
AT&T	1900 Palin Av	3347372806	Property Tax Assessment	$0.00	$6.95	($6.95)
AT&T	600 8Th Av	3347373234	Flat Business Line	$430.82	$46.00	$384.82
AT&T	600 8Th Av	3347373234	Touch Tone Business	$0.00	$0.00	$0.00
AT&T	600 8Th Av	3347373234	EUCL	$0.00	$9.88	($9.88)
AT&T	600 8Th Av	3347373234	ARC	$0.00	$2.99	($2.99)
AT&T	600 8Th Av	3347373234	LNP	$0.00	$0.54	($0.54)
AT&T	600 8Th Av	3347373234	Property Tax Assessment	$0.00	$6.95	($6.95)
AT&T	600 Fox Run Pkwy	3347493008	Flat Business Line	$37.82	$46.00	($8.18)
AT&T	600 Fox Run Pkwy	3347493008	Touch Tone Business	$0.00	$0.00	$0.00
AT&T	600 Fox Run Pkwy	3347493008	Custom Toll Restriction	$0.00	$0.00	$0.00
AT&T	600 Fox Run Pkwy	3347493008	EUCL	$0.00	$9.88	($9.88)
AT&T	600 Fox Run Pkwy	3347493008	ARC	$0.00	$2.99	($2.99)
AT&T	600 Fox Run Pkwy	3347493008	LNP	$0.00	$0.54	($0.54)
AT&T	600 Fox Run Pkwy	3347493008	Property Tax Assessment	$0.00	$6.95	($6.95)
AT&T	600 Fox Run Pkwy	3347493009	Flat Business Line	$37.82	$46.00	($8.18)
AT&T	600 Fox Run Pkwy	3347493009	Touch Tone Business	$0.00	$0.00	$0.00
AT&T	600 Fox Run Pkwy	3347493009	Custom Toll Restriction	$0.00	$0.00	$0.00
AT&T	600 Fox Run Pkwy	3347493009	EUCL	$0.00	$9.88	($9.88)
AT&T	600 Fox Run Pkwy	3347493009	ARC	$0.00	$2.99	($2.99)
AT&T	600 Fox Run Pkwy	3347493009	LNP	$0.00	$0.54	($0.54)
AT&T	600 Fox Run Pkwy	3347493009	Property Tax Assessment	$0.00	$6.95	($6.95)
AT&T	103 Hamer Pl	3347495231	Flat Business Line	$436.32	$46.00	$390.32
AT&T	103 Hamer Pl	3347495231	Three Way Calling	$0.00	$0.00	$0.00
AT&T	103 Hamer Pl	3347495231	*69 Call Return	$0.00	$0.00	$0.00
AT&T	103 Hamer Pl	3347495231	Caller ID Name and Number Delivery w/ Anonymous Call Rejection	$0.00	$0.00	$0.00
AT&T	103 Hamer Pl	3347495231	EUCL	$0.00	$9.88	($9.88)
AT&T	103 Hamer Pl	3347495231	ARC	$0.00	$2.99	($2.99)
AT&T	103 Hamer Pl	3347495231	LNP	$0.00	$0.54	($0.54)
Subtotal				**$2,696.06**	**$523.93**	**$2,172.13**
Presubscribed Interexchange Carrier Charge				$0.00	$14.96	($14.96)
Total				$2,696.06	$538.89	$2,157.17

THIS QUOTE IS AN ESTIMATE. Pricing is subject to availability.
All Services are subject to the General Terms and Conditions of Service set forth at www.granitenet.com.
The information contained herein is confidential and proprietary.
Some taxes, surcharges, regulatory fees and non-recurring charges may be included, additional may apply.

#R200901

Attachment: 32540 - City of Opelika - POTS - 6.28.21 - OM (145-21 : Approve Letter of Agency to Granite Telecommunications for the Billing of

Granite GOVERNMENT SOLUTIONS	**GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY** **POTS ONLY**	Sales Rep:	Trey Smith
		Order Date:	6/28/2021

CUSTOMER INFORMATION

Government Entity Name ("Customer"):	City of Opelika
Billing Telephone Number:	
Designated Contact:	
Contact Phone Number:	
Service Address (Street/Suite): See **Appendix A-1**	
Mailing/Billing Address (Street/Suite):	
City:	
State/Zip Code:	
Additional Comments/Notes (if any):	#R200901

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in **Appendix A**, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.
Services under this Agreement shall be on a month-to-month basis. Customer can cancel services at any time given 30 (thirty) days written notice.
The Terms of Service, found at www.granitenet.com/legal set forth the rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference.
This LOA is confidential and may not be disclosed to third parties except to the extent required by applicable law.

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer:

By:

Print Name:

Title:

Date:

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

Attachment: 32540 - City of Opelika - POTS - 6.28.21 - OM (145-21 : Approve Letter of Agency to Granite Telecommunications for the Billing of

Appendix A

Services Selected

☒ Voice Services (POTS, Long Distance, Local and LD T1 and PRI) (See Note 1)

☐ Broadband Services

☐ MPLS and/or Dedicated Internet Access Services

☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)

☐ Mobility Services (Mobility Data and Mobility Voice)

☐ Granite Grid Services

☐ Conferencing Services (Audio Conferencing and Web Conferencing)

☐ Managed Services

☐ Monitoring Services

☐ Other Services (List): _____

Note 1 : Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.

Note 2 : See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.

Appendix A-1

Service Locations and Specifics

(Insert Service Locations, quantities, and the Quote)

Granite GOVERNMENT SOLUTIONS	GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY POTS ONLY	Sales Rep:	Trey Smith
		Order Date:	6/28/2021

CUSTOMER INFORMATION	
Government Entity Name ("Customer"):	City of Opelika
Billing Telephone Number:	
Designated Contact:	
Contact Phone Number:	
Service Address (Street/Suite): See Appendix A-1	
Mailing/Billing Address (Street/Suite):	
City:	
State/Zip Code:	
Additional Comments/Notes (if any):	#R200901

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in Appendix A, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.
Services under this Agreement shall be on a month-to-month basis. Customer can cancel services at any time given 30 (thirty) days written notice.
The Terms of Service, found at www.granitenet.com/legal set forth the rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference.
This LOA is confidential and may not be disclosed to third parties except to the extent required by applicable law.

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer: City of Opelika, Alabama, a municipal corporation

By: _____

Print Name: Gary Fuller

Title: Mayor

Date: _____

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

Attachment: Granite (145-21 : Approve Letter of Agency to Granite Telecommunications for the Billing of Communications Services -)

RESOLUTION NO. 146-21

Authorize Agreement with Auburn University for Alabama Recycling Funds Grant Program Administration - OES.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA AND AUBURN UNIVERSITY

WHEREAS, the City of Opelika, City of Auburn, Lee County and Auburn University are members of East Alabama Recycling Partnership; and

WHEREAS, the City of Opelika (the "City"), through East Alabama Recycling Partnership, applied to the Alabama Department of Environmental Management ("ADEM") for a grant under the Alabama Recycling Funds Grant Program; and

WHEREAS, East Alabama Recycling Partnership has been selected for project funding in the maximum amount of forty thousand, three hundred and twenty-seven and 77/100 dollars ($40,327.77); and

WHEREAS, ADEM will allocate and distribute funds to the City for the purposes described in the grant application; and

WHEREAS, the City will administer the grant program and distribute funds to the City of Auburn, Lee County and Auburn University; and

WHEREAS, the maximum level of allowable cost which Auburn University may incur pursuant to the Grant Agreement is $11,800; and

WHEREAS, a proposed Agreement for grant administration (hereinafter the "Agreement") by and between the City and Auburn University has been prepared and submitted to the City Council for approval; and

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

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

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

4. That the Mayor and Controller are hereby authorized and directed to make all appropriate accounting and budget entries necessary to carry into effect the provisions of the attached Agreement.

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 No.: ARF20-06-188AUSUB

AGREEMENT
between
THE CITY OF OPELIKA
and
AUBURN UNIVERSIY

THIS AGREEMENT, made and entered into by and between The City of Opelika ("OPELIKA") and Auburn University ("AU").

WITNESSETH THAT:

WHEREAS, OPELIKA has undertaken certain efforts pursuant to the Grant Agreement awarded by the Alabama Department of Environmental Management (ADEM) under the Alabama Recycling Fund Grant Program which is attached hereto and incorporated herein as Attachment A; and

WHEREAS, AU represents that it is able and willing to undertake a portion of said efforts as hereinafter set forth;

NOW THEREFORE, in consideration of the premises as well as the mutual obligation of the parties herein made and undertaken, the parties do hereby mutually agree as follows:

Article l. STATEMENT OF WORK

AU shall use its best efforts to perform the obligations identified in the Grant Agreement.

Article 2. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be October 2020 through September 2021, unless amended by duly executed amendment to this Agreement or terminated in accordance with this Agreement.

Article 3. COMPENSATION AND PAYMENT

This is a cost-reimbursement agreement. The maximum level of allowable costs, which AU may incur pursuant to this Agreement, is $11,800.00. This amount represents OPELIKA's maximum liability under this Agreement. Allowable costs will be determined in accordance with OMB Uniform Guidance 2CFR Part 200.

The approved Project Budget – Allocation of Funds to AU is attached hereto and incorporated herein by reference as Attachment B. Any and all changes, including date extensions to this Agreement must have the prior written approval of OPELIKA's Fiscal Officer.

AU shall submit semi-annual invoices supported by a statement of costs incurred by AU in the performance of this Agreement and claimed to constitute allowable costs under this Agreement. The statement shall show current costs and project-to-date costs for each category of expenditure. Not more than ninety percent (90%) of the amount obligated under this Agreement may be billed prior to the final invoice. The invoices shall reference Agreement No. ARF20-06-188AUSUB and shall be submitted to the following address:

Terry White
P.O. Box 390
Opelika, AL 36803

After receipt, OPELIKA will process the invoice as expeditiously as possible and make payment thereon. The final invoice shall be submitted promptly by AU following completion of the work and in no event later than forty-five (45) days from the date of such completion. Invoices submitted after this deadline may not be allowable for payment.

Article 4. OPELIKA'S REPRESENTATIVES

ADMINISTRATIVE CONTACT: Jon Hayes, 214 South 7th Street, Opelika, AL 36801 (334) 705-5182
jhayes@opelika-al.gov

TECHNICAL CONTACT: Terry White, 700 Fox Trail, Opelika, AL 36801 (334) 705-2090
tmwhite@opelika-al.gov

Article 5. TECHNICAL DIRECTION

Performance of the work hereunder shall be subject to the technical direction of the Technical Representative. Technical directions shall be in writing and signed by OPELIKA's Technical Representative. As used herein, technical directions are instructions to AU which provide details, specify required completion dates, suggest possible lines of inquiry, or otherwise complete the scope of the work identified in Article 1 of this Agreement and shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or delivery schedule.

Article 6. KEY PERSONNEL

The services of Joan Hicken as AU's representative, are essential to the performance of this Agreement and are considered personal in nature; therefore, the duties, which are assigned, to the AU representative are non-delegable. Any replacement of the AU representative shall only be made upon the prior written concurrence of OPELIKA.

Article 7. AUDITS AND RECORDS

AU agrees to comply with the requirements of OMB Circular A-133. AU further agrees to provide OPELIKA with an annual certification that (1) the AU's financial systems comply with the intent of the requirements contained in OMB Circular A-133 and (2) the AU complies with generally accepted accounting practices.

AU shall maintain accounts, records, documents, and other evidence showing and supporting all costs incurred under this Agreement for a period of five (5) years from the date of final payment. AU agrees to promptly refund any disallowance's resulting from audit.

Article 8. INDEPENDENT CONTRACTOR

AU herein is an independent contractor, not a partner or joint venturer, and shall not act as an agent for OPELIKA. Nor shall it be deemed to be an employee of OPELIKA for any purposes whatsoever. AU shall not have any authority, either express or implied; to enter any agreement, incur any obligations on OPELIKA's behalf, or commit OPELIKA in any manner whatsoever without OPELIKA's express prior written consent.

Article 9. EFFECT OF GRANT AGREEMENT CHANGES

This Agreement is issued pursuant to the provisions set forth in the Grant Agreement. If the Grant Agreement is amended and the amendment causes this Agreement to be inconsistent with or contrary to the Grant Agreement, the parties hereto agree that they will, upon request, negotiate in good faith upon such amendments to this Agreement as may be necessary to make this Agreement consistent with the requirements of the Grant Agreement.

Article 10. ORDER OF PRECEDENCE

This Agreement consists of three (3) parts:

1. Agreement
2. Attachment A, Grant Agreement
3. Attachment B, Budget – Allocation of Funds to Auburn University

Any inconsistency in this Agreement shall be resolved by giving precedence in the same order as listed above.

Article 11. TERMINATION

Either party hereto may terminate this Agreement for convenience by giving written notice to the other party at least thirty (30) days in advance of a specified date of termination.

In case of termination, AU shall be reimbursed for all allowable costs incurred and noncancelable commitments made under the terms of this Agreement prior to such termination, but only to the extent that such costs and commitments are reimbursable to OPELIKA under the terms of the Grant Agreement. Payment shall be made upon submission to OPELIKA of an invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by OPELIKA's Technical Representative.

Article 12. NOTICES

Any notice required under this Agreement shall be in writing and addressed as follows:

If to OPELIKA:
Terry White, Director
Environmental Services
P.O. Box 390
Opelika, AL 36803
(334) 705-2090

If to AU:
Diane Anderson, Contracts & Grant Administrator
Office of Sponsored Programs
540 Devall Dr., Suite 200
Auburn University, AL 36832-5888
(334) 844-5931

or to such other addresses as the party to be notified may designate from time to time in writing by like notice to the other party.

Article 13. ENTIRE AGREEMENT

This Agreement supersedes any previous oral or written agreements made by OPELIKA and AU regarding the work to be performed pursuant to the provisions of this Agreement. OPELIKA and AU acknowledge that this Agreement shall not be amended, modified, or revised except in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

OPELIKA	**AU**
_____	_____
Gary Fuller Mayor	James A. Weyhenmeyer VP for Research & Economic Development
DATE: _____	DATE: _____

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Agreement No.: ARF20-06-188AUSUB

Attachment A

Grant Agreement

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

September 23, 2020

MAYOR GARY FULLER
EAST ALABAMA RECYCLING PARTNERSHIP
PO BOX 390
OPELIKA, AL 36803-0390

Re: Alabama Recycling Fund
East Alabama Recycling Partnership – ARF20-06-188
Lee County

Dear Mayor Fuller:

Enclosed is your copy of the 2020 Alabama Recycling Grants Program grant agreement for the East Alabama Recycling Partnership. Please refer to the corresponding sections of this agreement for reporting and invoicing/payment requirements. Please note that the deadline for the first semi-annual report required by this grant agreement is April 15, 2021.

Abby Ferguson will be your point of contact at ADEM for the grant and we encourage you to contact her with any questions you may have. You can reach Abby at (334) 279-3045 or via email to abby.ferguson@adem.alabama.gov. Congratulations again on your grant award and I look forward to working with you to increase recycling and waste minimization in Alabama.

Sincerely,

Richard T. Kelsey, Chief
Materials Management Section
Solid Waste Branch
Land Division

RTK/alf
Enclosures: 2020 Executed ARF Grant Agreement

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Grant # ARF20-06-188

Grantee Initials TW

Alabama Recycling Fund Grant Agreement

Grantee:	East Alabama Recycling Partnership
Contact Person:	Terry White
Address:	675 Jeter Avenue, Opelika, AL 36801
Email:	tmwhite@opelika-al.gov
Telephone:	(334)-705-2090
Responsible Person:	Mayor Gary Fuller
Address:	204 S. 7th St, Opelika, AL 36801
Email:	gfuller@opelika-al.gov
Telephone:	(334)-705-5150

Grant reimbursements should be made payable to:
East Alabama Recycling Partnership, City of Opelika

Grant reimbursements mailed to this address:
PO Box 390
Opelika, AL 36803

Grant Period: October 1, 2020 – September 30, 2021
Amount Awarded: $40,327.77

Semiannual Report Due Dates:
1st Semiannual Report Due: April 15th
Final Semiannual Report Due: October 15th

The Alabama Department of Environmental Management (ADEM) is the administrative agency for recycling projects approved for expenditure of funds under the Alabama Recycling Fund Grant Program. The Alabama Recycling Funds Grant Program is further defined in Chapter 335-13-10 of the Alabama Solid Waste Regulations.

A maximum of $40,327.77 inclusive of all costs will be granted for this project to the East Alabama Recycling Partnership (hereinafter referred to as the Grantee) by ADEM (hereinafter referred to as Department). Reimbursement of expenditures will be limited to and in accordance with the program budget submitted by the grantee and may be found as Attachment B of this Agreement.

Grant # ARF20-06-188

Grantee Initials TW

GENERAL REQUIREMENTS

The Grantee is responsible for compliance with state and any applicable local Solid Waste Management Plans and regulations and requirements of Alabama Recycling Fund and completion of the activities in the Grant Application that was submitted by the Grantee, except as modified and superseded by this agreement.

I. GENERAL PROJECT SUMMARY

Lee County is requesting 6 steel dumping hoppers to increase efficiency in sorting and processing at the Lee County Recycling Facility.
Auburn University is requesting a vertical baler to increase productivity and efficiency of their campus collection.
The City of Opelika is requesting 200 96-Gallon carts to increase their participation rate. They are also requesting 2 14' trailers and 1 8' trailer to increase cardboard collection.

A. MILESTONES/TIMELINE OF ACTIVITIES

The grantee agrees to begin the implementation of the project during the grant period outlined in this agreement, conditional upon the grant agreement being signed and becoming a binding contract.

B. REGIONAL PARTNERSHIPS

If this grant agreement involves multiple entities as the grantee, written agreements including those concerning grant funds, revenue disbursement, and the responsibilities of each entity shall be required. All such agreements are binding as if incorporated herein.

II. BUDGET AND EXPENDITURES

The approved project budget and maximum reimbursable expenditures are further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by the Department and Grantee. The approved budget is further categorized as follows:

Itemized Budget

Lee County	
Steel Dumping Hoppers (6)	$8,424.00
Auburn University	
Vertical Baler	$11,800.00
City of Opelika	
8' Collection Trailer	$2,400.00
14' Collection Trailers (2)	$7,000.00
96-Gallon Carts (200)	$10,703.77
Total	**$40,327.77**

Grant # ARF20-06-188

Grantee Initials TW

Categorized Budget

Infrastructure (equipment, buildings, land, etc.)	$40,327.77
Personnel (salaries, benefits, etc.)	$0.00
Education (materials, radio/TV, hand-outs, etc.)	$0.00
Professional Services (consultants, engineering, planning)	$0.00
Total Budget	$40,327.77

A. ALLOWABLE COSTS

Expenditures shall be limited to the allowable costs as stated in this agreement and in accordance with the Alabama Recycling Fund Grants Program as stated in Chapter 335-13-10. The Grantee shall not retain any grant funds in excess of actual Recycling Program expenses.

B. REVENUE DISBURSEMENT

Funds will be reimbursed to the responsible official as indicated on page 1 of this agreement unless otherwise stated below.

_____

_____

C. REIMBURSEMENT

To receive reimbursement, records to include receipts, proof of payment (cancelled checks and/or credit card statements), and invoices shall be submitted with each semiannual report. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. All requests for advance funds shall be made to and approved by the Department before purchasing. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this grant agreement without prior written approval may be determined to be ineligible for reimbursement. All requests for reimbursement must be submitted with the semiannual report received by October 15. The Department, at its sole discretion, may request additional justification or documentation relating to any expenditure of grant funds. If this grant agreement includes the disbursement of funds for any purpose as may be deemed operating subsidies by the Department, the grantee shall provide to the Department, in the form of a written report submitted within one (1) year of grant execution, documentation that such subsidies will no longer be required from any future Alabama Recycling Fund Grant or Fund disbursement.

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Grant # ARF20-06-188

Grantee Initials TW

D. SWMP CONSISTENCY

If the Grantee has been awarded funding to revise a Solid Waste Management Plan (SWMP), the SWMP must first be revised and approved by the Department before reimbursement will be made for any other activities associated with this agreement.

III. AMENDMENTS

Any amendments or modifications to this grant agreement must be submitted by the listed responsible official and be approved by the Department in writing before becoming effective. Any and all amendments shall be as if incorporated herein.

Grant # ARF20-06-188

Grantee Initials TW

IV. REPORTING REQUIREMENTS

The grantee shall provide the Department semiannual reports as required by Attachment A: Scope of Services and shall comply with requests for information as the Department may require in order to fulfill the requirements of this agreement and applicable regulations regarding Alabama Recycling Fund Grants and recycling facility (materials recovery facility and recovered materials processing facility) regulations contained in Code of Alabama 335-13-10.

V. EVALUATION METHOD

The Grantee will evaluate the overall project as detailed in the Scope of Services. Such evaluations shall be reported in semi-annual and/or final reports submitted to the Department and are conditional for continued reimbursement as detailed in this Agreement.

VI. RETENTION OF DOCUMENTS

Department personnel will monitor the implementation and timeline of activities and expenditures covered under this agreement. All documents related to this agreement including requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with the Department associated with this agreement must be kept updated and readily accessible to Department staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of records shall also be included with each semi-annual report submitted by the Grantee.

VII. FAILURE TO COMPLY

The Department may terminate a grant award in whole or in part and demand refund of grant funds when there is substantial non-compliance with the terms of the award or these rules, a determination made by the Department that the grant was obtained by fraudulent means, found that grant monies have been used for non-allowable costs, or a determination made by the Department that gross abuse or corrupt practices have been used in the administration of the grant project by the Grantee. The Department shall give written notice to the Grantee (via certified mail, return receipt requested) of its intent to terminate a Fund grant, in whole or in part, at least 30 days prior to the intended date of termination. The Department shall afford the Grantee an opportunity for consultation prior to any termination. After such opportunity for consultation, the Department may, in writing (via certified mail, return receipt requested) terminate the Fund in whole or in part. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of the grant agreement.

Grant # ARF20-06-188

Grantee Initials TW

VIII. PROMOTIONAL, EDUCATIONAL AND OTHER MATERIALS

A copy of promotional and educational materials developed as part of this agreement shall be submitted electronically to the Department prior to public distribution. The Department shall have the right to use any printed materials developed as part of this agreement in any manner the Department deems appropriate. The use of grant funds provided through this agreement utilized for the development and or publication of promotional, educational, and other materials shall cause the same to include the Department logo and the following statement, ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."*** Such materials shall be maintained by the grantee according to requirements for document retention included herein. Such materials may also not be copyrighted or reserved in any manner.

IX. COMPLIANCE WITH RELEVANT LAWS

The Recipient agrees to comply with all relevant federal, state, and local laws, ordinances or other requirements in the design, construction and operation of the facility, to specifically include environmental regulations. The Recipient shall comply with Affidavit and E-Verify requirements for *Ala. Code* §§ 31-13-9(a) and (b). Continued, substantial non-compliance may be considered as a failure to comply and result in termination of this agreement for cause. The Recipient is also subject to all provisions of the ADEM Administrative Code, the Solid Waste and Materials Management Act (SWRMMA), and other applicable requirements.

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Grant # ARF20-06-188

Grantee Initials TW

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

This Agreement is entered into between the East Alabama Recycling Partnership (Grantee) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation from the Alabama Recycling Fund (Fund). This Agreement will provide for a recycling project in Lee County, Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Grantee will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Grantee an amount not to exceed $40,327.77 for the services performed under this Agreement. Unless otherwise specified in the workplan, any mileage, travel and per diem costs identified in the budget located herein will be reimbursed in accordance with state law.

B. Unless pre-approved by the Department, the Grantee shall submit invoices not more than once per semi-annual period and in conjunction with the semi-annual report to the Department for actual cost(s) incurred. The final invoice shall be submitted by October 15.

C. Prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than $1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from $1,000.00 to $3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value greater than $3,000.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed unless previously approved by the Department, and shall terminate 12 months from the date of execution unless extended by the Department. This Agreement is conditioned upon the receipt of sufficient funds from the Fund and is subject to termination in the event of proration of the Fund. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

Grant # ARF20-06-188

Grantee Initials TW

4. Termination of Agreement for Cause

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Grantee may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the Scope of Services of the Grantee to be performed hereunder. Such changes, including any increases or decreases in the amount of the Grantee's compensation, which are mutually agreed upon by and between the Department and the Grantee shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities
Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall insert a similar provision in all subagreements for services covered by this Agreement.

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Grant # ARF20-06-188

Grantee Initials TW

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Grantee shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

> "This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Grant # ARF20-06-188

Grantee Initials TW

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Grantee.

15. Audits and Access to Records

The Grantee agrees to abide by the requirements of Code of Alabama 335-13-10. The Grantee agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of five (5) years from the date of submission of the final report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Grantee involving this Agreement. The Grantee agrees to provide access to any or all documents, papers, records and directly pertinent books of the Grantee involving transaction related to this Agreement upon written request from the Department.

16. Taxes

The Grantee is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Grantee Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Grantee or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement unless otherwise provided by law.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For any disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Grant # ARF20-06-188

Grantee Initials TW

19. Requisite Reviews and Approvals

The Grantee acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and shall not begin performing work under this Agreement until notified to do so by the Alabama Department of Environmental Management.

20. Immigration Status.

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 therefrom.

CITY OF OPELIKA

By: _____
Gary Fuller
Mayor

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: Marilyn Elliott
Lance R. LeFleur
Director

_____
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 23rd day of SEPTEMBER, 2020.

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Grant # ARF20-06-188

Grantee Initials JW

ATTACHMENT A

SCOPE OF SERVICES

Upon the effective date of Agreement signature, the East Alabama Recycling Partnership (Grantee), agrees to effectively and expeditiously facilitate the following Scope of Services:

1. The Grantee will follow and abide by the Agreement as approved or amended. The Grantee will obtain permission from the Department for project related changes or modifications, revisions, and/or amendments to the latest approved agreement prior to expenditure of funds.

2. No deviations from the approved project budget or expenditure of funds other than for the purposes stated in the latest approved agreement are authorized without prior approval from the Department.

3. All funded project reports and financial records will be maintained by the recipient and made available for review and disclosure for a minimum of five years following the grant closeout.

4. The Grantee will submit the first semiannual report to the Department on April 15th. A comprehensive final semiannual report to include an Executive Summary (generalized project summary) will be submitted by the Grantee to the Department by October 15th. All project outputs and deliverables must be completed by the project end date, September 30th. These semi-annual reports will, at a minimum, include:

    - The status/outcome of each project objective and milestone per project application agreement
    - Expenditures of any ARF funds and local funds (documentation for local funds is not required). Required documents needed for ARF grant reimbursements shall include invoices, receipts, proof of payment (cancelled checks and/or credit card statements), and any additional documentation the Department deems necessary.
    - Quantity of recyclable materials collected by material type with out-of-state generated materials reported separately from in-state
    - Price(s) received for marketed recyclables by material type
    - Destination of marketed materials,
    - Documented increase in collections and participation (tonnage prior to implementation vs. tonnage at project completion)
    - If asking for education and outreach funding, include a description of any education or public outreach components and an explanation of how the educational component will directly promote the use of existing or planned local recycling projects.

Grant # ARF20-06-188

Grantee Initials TW

- Location/addresses of public recycling bins/containers (lat/long if available)

5. If estimation is utilized in providing data, the method of estimation shall also be included in each semi-annual report. Reports shall not be inconsistent with accounting and record-keeping methods such entities may be required to follow by the Alabama Department of Examiners of Public Accounts.

6. Project related videos, films, computer disks, printed information, and other products or materials produced using Alabama Recycling Grant funds must include the Department logo, prominently displayed, along with the following prominently and conspicuously displayed acknowledgement language: ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."***

7. All education and training related videos, films, computer diskettes, manuals, brochures, and other products and material outputs/deliverables produced will be submitted by the Grantee in Draft form to the Department for review and approval prior to additional grant funds being expended for Final deliverable/output products to be printed, produced, copied, or disseminated.

8. The Grantee agrees to submit at least one project description or project status news article for distribution to local area newspapers or to various other local public media for potential publication or dissemination in any manner as the Department may determine

9. New recycling programs must register on Re-TRAC Connect and be set up to report, if applicable and directed to do so by the Department. Existing recycling programs must be registered on Re-TRAC Connect and in good standing, if applicable and directed to do so by the Department.

10. The Grantee agrees to comply with all requirements and conditions specified in local, state, or federal rules, regulations, laws or ordinances. Grant funding for this project is, at a minimum, subject to Alabama Recycling Fund Grant Regulations contained in ADEM Administrative Code 335-13-10.

11. The Grantee will inform the Department as soon as problems, delays, or adverse conditions become known which will materially impair the ability to complete this Agreement, or to meet outputs/outcomes/milestones specified in this Agreement, for the duration of the Agreement.

12. Property (equipment greater than $5,000 cost) that is purchased in whole or in part with grant funds must be properly managed and used solely for recycling purposes (e.g. inventory, control system, maintenance, storage, etc.,) for at least five years.

Grant # ARF20-06-188

Grantee Initials TW

Grant # ARF20-06-188

Grantee Initials TW

ATTACHMENT B

PROJECT BUDGET

Lee County	
Steel Dumping Hoppers (6)	$8,424.00
Auburn University	
Vertical Baler	$11,800.00
City of Opelika	
8' Collection Trailer	$2,400.00
14' Collection Trailers (2)	$7,000.00
96-Gallon Carts (200)	$10,703.77
Total	**$40,327.77**

Agreement No.: ARF20-06-188AUSUB

Attachment B
Budget – Allocation of Funds to Auburn University

2020 ALABAMA RECYCLING FUND BUDGET				
	Units	**Cost Per Unit**	**Amount***	
AUBURN UNIVERSITY				$11,800.00
EQUIPMENT				
Vertical Baler	1	$11,800.00	$11,800.00	
*rounded up to the nearest dollar				

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Agreement No.: ARF20-06-188AUSUB

PROJECT BUDGET

Attachment: Subaward_City of Opelika Recycling (146-21 : Authorize Agreement with Auburn University for Alabama Recycling Funds Grant

Lee County	
Steel Dumping Hoppers (6)	$8,424.00
Auburn University	
Vertical Baler	$11,800.00
City of Opelika	
8' Collection Trailer	$2,400.00
14' Collection Trailers (2)	$7,000.00
96-Gallon Carts (200)	$10,703.77
Total	**$40,327.77**

RESOLUTION NO. 147-21

Grant Application - 2021 Byrne Justice Assistance Grant (JAG) - OPD.

RESOLUTION NO. _____

Apply for/accept the 2021 Byrne Justice Assistance Grant - OPD

WHEREAS, The City of Opelika participates each year in the application of a BYRNE JUSTICE ASSISTANCE GRANT; and

WHEREAS, The total amount of the Grant Application is $14,435.

WHEREAS, The Mayor's signature is required for this Grant Application/Acceptance.

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

1. The mayor of the City of Opelika is authorized to sign all documents pertaining to this grant application and/or the receiving of these grant funds.

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

_____

C.E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Russell Jones

City Clerk

FACT SHEET

SUBJECT: Allow the Mayor to sign an application/acceptance for the 2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG)

FACTS:

- The City of Opelika participates each year in the application/acceptance for a BYRNE JUSTICE ASSISTANCE GRANT.
- The amount of this grant application/acceptance is $14,435.
- Opelika Police Department plans to use the allotted award to purchase a portable Fingerprint Scanner and a Drug Recognition Expert Portable Breath Test unit.
- The Mayor is required to sign the grant application and acceptance.

RECOMMENDATIONS:

- The Council approve for the Mayor to sign this application/acceptance for this grant.

Attachment: 2021 City Council Fact Sheet (147-21 : Grant Application - 2021 Byrne Justice Assistance Grant (JAG) - OPD.)

RESOLUTION NO. 148-21

Demolition - 600 Meadow Avenue.

RESOLUTION NO. _____

RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 600 MEADOW AVENUE, OPELIKA, ALABAMA 36801, PARCEL ID NO.: 43-10-04-18-3-001-001.000 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 600 Meadow Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-001-001.000, (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, Buryl C. Jones Revocable Trust is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Buryl C. Jones Revocable Trust is the entity last assessing the subject property for state taxes; and

WHEREAS, a "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" was sent via certified mail, properly addressed, and postage prepaid to X. Selwyn Jones as Trustee of the Buryl C. Jones Revocable Trust, 718 Crest Street, Florence, AL 35630; 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, July 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 600 Meadow 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, July 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 600 Meadow 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 600 Meadow Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-001-001.000, 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:

> Lot 12 in Meadow Park Subdivision, Unit No. One, in the City of Opelika, Alabama, according to and as shown by a plat of Meadow Park Subdivision, Unit No. One, as the same appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3 at Page 39; together with all improvements thereon, and appurtenances thereunto appertaining.
>
> Also being further described as Parcel Number 43-10-04-18-3-001-001.000, 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: X. Selwyn Jones,
as Trustee of the Buryl C. Jones Revocable Trust
718 Crest Street
Florence, AL 35630

RESOLUTION NO. 149-21

Weed Abatement Assessment - 1733 1st Ave.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1733 1st Ave, Parcel No. 073.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 1733 1st Ave, parcel no. 073.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1733 1st Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of July, 2021 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $ 177.92 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1733 1st Ave, Parcel no. 073.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-2-000-073.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2021.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

Russell A. Jones

City Clerk

WEED ABATEMENT INVOICE

Date: 6/22/2021

To: State of Alabama * 2011*
PO Box 327210
Montgomery Al. 36132

Property Address:
1733 1st Ave
Opelika Al. 36801

Parcel # 43-09-06-13-2-000-073.000

On 4/20/2021 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation 5/12/2021.

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

Cost of Abatement: $ 176.90

Certified mail: $ 1.02

Misc. _____

Total $ 177.92

Attachment: 1733 1st Ave Weed Invoice [Revision 1] (149-21 : Weed Abatement Assessment - 1733 1st Ave.)

RESOLUTION NO. 150-21

Weed Abatement Assessment - 308 Brannon Ave.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

308 Brannon Ave, Parcel No. 072.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, parcel no. 072.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 308 Brannon Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of July, 2021 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and

opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $ 222.27 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 308 Brannon Ave, Parcel no. 072.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-001-072.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

Russell A. Jones

City Clerk

WEED ABATEMENT INVOICE

Date: 6/22/2021

To: State of Alabama
C/O Department of Revenue
PO BOX 327210
Montgomery, AL 36132

Property Address:
308 Brannon Ave
Opelika, AL 36801

Parcel # 43-10-03-08-2-001-072.000

On 4/6/2021, in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 5/12/2021.

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

Cost of Abatement:	$ 221.25
Certified mail:	$ 1.02
Misc.	
Total	$ 222.27

RESOLUTION NO. 151-21

Weed Abatement Assessment - 206 Byrd Ave.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

206 Byrd Ave, Parcel No. 061.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 206 Byrd Ave, parcel no. 061.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 206 Byrd Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of July, 2021 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $229.15 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 206 Byrd Ave, Parcel no. 061.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-07-1-001-061.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

Russell A. Jones

City Clerk

WEED ABATEMENT INVOICE

Date: 6/22/2021

To: State of Alabama *2011*
PO Box 327210
Montgomery, AL 36132

Property Address:
206 Byrd Ave
Opelika, AL 36801

Parcel # 43-10-03-07-1-001-061.000

On 4/21/2021, in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation 5/12/2021.

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

Cost of Abatement:	$ 228.13
Certified mail:	$ 1.02
Misc.	
Total	$ 229.15

RESOLUTION NO. 152-21

Weed Abatement Assessment - 1109 Magnolia St.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1109 Magnolia St, Parcel No. 022.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, parcel no. 022.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1109 Magnolia St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of July, 2021 at 7:00 p.m. in the Municipal Court Building of Opelika,

Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and

protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $204.21 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1109 Magnolia St, Parcel no. 022.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-022.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the

Code of Ordinances of the City of Opelika, Alabama.

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

Russell A. Jones

City Clerk

WEED ABATEMENT INVOICE

Date: 06/9/2020

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On 5/11/2021 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 203.70

Certified mail: .51

Misc. _____

Total 204.21

Attachment: WEED INVOICE 1109 Magnolia St 2021 (152-21 : Weed Abatement Assessment - 1109 Magnolia St.)

RESOLUTION NO. 153-21

Weed Abatement Assessment - 514 Old Columbus Rd.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

514 Old Columbus Rd., Parcel No. 010.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 514 Old Columbus Rd., parcel no. 010.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 514 Old Columbus Rd., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of July, 2021 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and

protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $606.17 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 514 Old Columbus Rd., Parcel no. 010.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-20-1-000-010.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the

Code of Ordinances of the City of Opelika, Alabama.

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

Russell A. Jones

City Clerk

WEED ABATEMENT INVOICE

Date: June 9, 2021

To: Phillip Ray Allen
64 Lee Road 2093
Valley, Al 36854

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

On 4/28/2021 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 592.25

Certified mail: 13.92

Misc. _____

Total 606.17

Attachment: WEED INVOICE 514 Old Columbus Rd 2021 (153-21 : Weed Abatement Assessment - 514 Old Columbus Rd.)

RESOLUTION NO. 154-21

Weed Abatement Assessment- 105 Vaughan Ave.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

105 Vaughan Ave, Parcel No. 077.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 105 Vaughan Ave, parcel no. 077.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 105 Vaughan Avenue, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of July, 2021 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $193.01 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 105 Vaughan Ave., Parcel no. 077.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-1-001-077.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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

_____

C. E. “Eddie” Smith Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

Russell A Jones

City Clerk

WEED ABATEMENT INVOICE

Date: June 9, 2021

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
105 Vaughan Ave
Opelika Al. 36801
Parcel # 10-04-18-1-001-077.000

On 4/23/2021 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 192.50

Certified mail: .51

Misc. _____

Total 193.01

Attachment: WEED INVOICE 105 Vaughan Ave 2021 (154-21 : Weed Abatement Assessment- 105 Vaughan Ave.)

RESOLUTION NO. 155-21

Weed Abatement Assessment - 810 Williamson Ave.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

810 Williamson Ave, Parcel No. 007.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 810 Williamson Ave, parcel no. 007.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 810 Williamson Ave., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6thth of July, 2021 at 7:00 p.m. in the Municipal Court Building of Opelika, Alabama was the date, time and place heretofore established by the City Council to hear and determine any objections or defenses which may be raised by any of the property owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $163.92 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 810 Williamson Ave, Parcel no. 007.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-19-2-000-007.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

Russell A. Jones

City Clerk

WEED ABATEMENT INVOICE

Date: 6/22/2021

To: Larry Wakefield
1954 Shades Crest Rd
Vestavia Hills, Al. 35216

Property Address:
810 Williamson Ave
Opelika, AL 36801
Parcel # 43-10-04-19-2-000-007.000

On 4/20/2021, in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation on 5/12/2021.

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

Cost of Abatement: $150.00

Certified mail: $ 13.92

Misc.

Total $ 163.92

RESOLUTION NO. 156-21

Special Appropriation for National Night Out 2021 on 08-03-21.

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIAL APPROPRIATION FOR NATIONAL NIGHT OUT 2021 IN THE CITY OF OPELIKA, ALABAMA ON AUGUST 3, 2021

WHEREAS, on Tuesday, August 3, 2021, the City of Opelika and Concerned Citizens of Opelika are joining with law enforcement agencies, communities and business organizations throughout the nation to sponsor the Annual National Night Out, a unique nationwide crime prevention program; and

WHEREAS, National Night Out is an evening for America to stand together and promote awareness, safety and neighborhood unity; and

WHEREAS, National Night Out is designed to heighten crime prevention awareness; generate support for, and participation in, local anticrime efforts; strengthen neighborhood spirit and police-community partnerships; and spend the evening outside with their neighbors and police officers; and

WHEREAS, Ward 1 Councilman George Allen, Ward 3 Councilman Robert Lofton, City Council President and Ward 4 Councilman Eddie Smith and Ward 5 Councilman Todd Rauch wish to appropriate $250 each from their respective discretionary funds in order to assist with the 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 $1,000.00 to assist with the Annual National Night Out to be held on August 3, 2021.

2. That the Mayor and the Controller are hereby authorized to transfer the sum of $250.00 each from the respective discretionary fund accounts of George Allen, Ward 1; 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 promoting neighborhood unity and encouraging strong relationships between local community members and law enforcement agencies that will help strengthen community safety throughout the year.

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 the amount of $1,000.00 can be processed by the Accounting Department.

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

Sponsor Information

Attachment: 2021 Sponsor Packet[1] (156-21 : Special Appropriation for National Night Out 2021 on 08-03-21.)

Opelika's National Night Out started several years ago with Mattie Clark and Oscar Penn, founders of the Concerned Citizens of Opelika. Valestine Penn soon became the chair of the event and has hosted NNO at Covington Center the past few years.
This year, the Concerned Citizens of Opelika have partnered with the City of Opelika to bring the event to courthouse square.

National Night Out is a Community-Building Campaign, to raise awareness on the following topics:

Public Safety
Crime Prevention
Health
Education
Youth Programs

Attachment: 2021 Sponsor Packet[1] (156-21 : Special Appropriation for National Night Out 2021 on 08-03-21.)

Event Details

- 5:00 PM: Attendees to gather at City Hall for Walk
- 5:30 PM: Walk from City Hall to Courthouse Square
  - Welcome and Awards Presentation
- 5:30 PM-8:30 PM: Attendees can visit booths, enjoy free activities, food, music and more!

Tentative Event Map

Attachment: 2021 Sponsor Packet[1] (156-21 : Special Appropriation for National Night Out 2021 on 08-03-21.)

Booths and Vendors

Police

Fire

EMS

Lee County EMA

Lee County Sheriff

E-911

Bike Course

Non-Profits, Organizations & More!

Education & Activities

- Ask a Cop
- Traffic Safety
- Fire Safety
- CPR & First Aid
- SIDNE Simulator
- 911 Education
- Free Child ID/Safe Kits
- Drug Take Back
- Blood Pressure Screening
- Brake Light Check
- Safety Resources

Attachment: 2021 Sponsor Packet[1] (156-21 : Special Appropriation for National Night Out 2021 on 08-03-21.)

Promotional Items

- Hand Fan, Bingo Card and Bag will be available at the Information Booth
- **Bingo Cards:** Vendors will stamp the cards and the kids can turn them in at the information booth to be entered into a drawing. Each bingo will be 1 entry.

NATIONAL NIGHT OUT BINGO

Fill out your Bingo card as you visit the booths throughout the event and see how many squares you can complete! Turn in your card at the information booth before you leave to receive a goodie bag and to be entered in a drawing for prizes.

Take a photo with a First Responder	Participate in the Bike Safety Course	Take a Selfie	Download the Opelika Police Department App	Learn about Disaster Preparedness at the EMA Booth
Get your Brake & Head Lights Checked	Visit the 'ASK A COP' Booth	Download the Lee County EMA App	Enjoy the Parks & Rec Activity Area	Get Your Face Painted
Tour the EMS Ambulance	Learn CPR & First Aid from EMS	nno NATIONAL NIGHT OUT	Learn about Traffic Stop Safety with OPD	Learn about 9-1-1
Visit the iHeart Radio Booth	Tour the Opelika Fire Truck	Enjoy a hamburger or hotdog from the food tent	Participate in the SIDNE Simulator at the LCSO Booth	Take a Photo with your Neighbor
Visit the Bike Safety Booth	Ask the District Attorney's Office a Question	Learn about Fire Safety at the Fire Department Booth	Download the Lee County Sheriff's Office App	Visit the Community Organization Tents to Learn more about Safety Resources

Share your photos online using the hashtag #OpelikaNightOut

OPELIKA CHAMBER of commerce AUBURN OPELIKA tourism

Attachment: 2021 Sponsor Packet[1] (156-21 : Special Appropriation for National Night Out 2021 on 08-03-21.)

2021 National Night Out Sponsorship Form

Organization Name:_____ **Phone:**_____

Contact Name: _____ **Email:**_____

I/We would like to commit to the following sponsorship(s):

☐ ***CHIEF SPONSOR ……Over $1,000***
Includes company logo on goodie bag, outdoor billboards, event banner, print advertising, website, and hand fan distributed at event. Company name will also be included in radio and social media recognition. Reserved vendor space at the event.

☐ ***CAPTAIN SPONSOR ……Up to $1,000***
Includes company logo on print advertising, website, and hand fan distributed at event. Company name will also be included in radio and social media recognition. Reserved vendor space at the event.

☐ ***LIEUTENANT SPONSOR ……Up to $500***
Includes company name on website, social media recognition, and company name on hand fan distributed at event.

☐ ***SERGEANT SPONSOR ……Up to $250***
Includes company name on website.

If you would like to donate or lend services, products, or food for the National Night Out event, we would be delighted to accommodate you as an in-kind sponsor. The value of the service, product, or food will be honored in the appropriate sponsorship levels listed above.

☐ ***IN-KIND SPONSOR …….. Value $***_____

Company Name or Individual to be used: _____

☐ I would prefer not to be listed.

If you have any questions, please contact Ali Rauch at ali@opelikachamber.com
Please complete and return this form to the Opelika Chamber P.O. Box 2366, 601 Avenue A, Opelika, AL 36803
Monetary donations can be made to the City of Opelika with National Night Out (NNO) in the memo line.
This contract must be completed by June 29 to be included on printed materials.

Attachment: 2021 Sponsor Packet[1] (156-21 : Special Appropriation for National Night Out 2021 on 08-03-21.)

RESOLUTION NO. 157-21

Authorize Submittal of Grant Application for the Veterans Parkway Extension.

RESOLUTION NO._____

RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE VETERANS PARKWAY EXTENSION

WHEREAS, the United States Department of Transportation ("USDOT") has published a Notice of Funding Opportunity to apply for discretionary grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE Discretionary Program); and

WHEREAS, the deadline to submit an application is July 12, 2021; and

WHEREAS, projects for RAISE funding will be evaluated based on merit criteria that includes safety, environmental sustainability, quality of life, economic competitiveness, innovation and partnership; and

WHEREAS, the City of Opelika, Alabama (the "City") is proposing to construct an extension of Veterans Parkway (the "Project"); and

WHEREAS, the City is eligible to apply for the RAISE Discretionary Funding for the Project; and

WHEREAS, the City recognizes that it is responsible for paying $1,443,979.83 as a requirement for the grant in matching funds and will secure matching funds; and

WHEREAS, the City's matching funds will come from the Unassigned Fund Balance; and

WHEREAS, the City Council requested that L.P. Campbell Company prepare and submit to the United States Department of Transportation a grant application package on behalf of the City.

NOW THERFORE BE IT RESOLVED by the Opelika City Council as follows:

1. That the Mayor is hereby authorized to execute and submit to the United States

Department of Transportation a RAISE grant application for the Project in an amount not to exceed $5,775,919.34.

2. If said grant application is approved, the Mayor is hereby authorized and directed to execute a Grant Agreement with the United States Department of Transportation and to carry out and comply with the terms of the Grant Agreement.

3. That the City agrees to accept the grant funds and comply with the terms of the grant as well as all applicable laws and regulations as stated in the Grant Agreement.

4. That the portion of the local match not covered by in-kind services shall be paid from the Unassigned Fund Balance.

5. 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 Grant Agreement.

5. That the Mayor and Controller are hereby authorized and directed to make all appropriate accounting and budget entries necessary to carry into effect the provisions of the attached Agreement.

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

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

_____

C. E. “Eddie” Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

_____

Russell A Jones

City Clerk

Attachment: CCCP01@opelika-al.gov_20210702_135702 (157-21 : Authorize Submittal of Grant Application for the Veterans Parkway

RESOLUTION EXPLANATION

PURPOSE: Authorize submission of grant application and commitment of local share

PROGRAM: RAISE Discretionary Program

AGENCY: US Department of Transportation

DEADLINE: July 12, 2021

PROJECT DESCRIPTION:

Construction of Veterans Parkway Extension to relief traffic congestion on US Highway 280, Pepperell Parkway, and Veterans Parkway

GRANT/LOCAL FUNDING:

RAISE Grant	$ 5,775,919.34
Local Share	$ 1,443,979.83
TOTAL	$ 7,219,889.83

PREPARED BY: Louise Campbell, L.P. Campbell Company 6/30/2021

RESOLUTION NO. 158-21

Special Appropriation to the Domestic Violence Intervention Center.

RESOLUTION NO. _____

RESOLUTION APPROVING SPECIAL APPROPRIATION TO THE DOMESTIC VIOLENCE INTERVENTION CENTER

WHEREAS, the Domestic Violence Intervention Center, Inc. ("DVIC") is a non-profit corporation organized for the purpose of eliminating violence in the lives of women and children; and

WHEREAS, DVIC's mission is to provide direct services, such as shelter, hotline and referrals to battered women and their children in times of need and to assist them through counseling and advocacy; and

WHEREAS, the City Council desires to approve a special appropriation to DVIC in the amount of $500.00 from the Ward 2 (Erica Baker-Norris) Reserve Fund to DVIC 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 there is hereby approved from the Ward 2 Reserve Fund a special appropriation to the Domestic Violence Intervention Center, Inc., in the amount of $500.00 to assist with program support.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by providing services to victims of domestic violence.

3. 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.

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of $500.00 to carry into effect the intent of this Resolution.

5. 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.

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

ORDINANCE NO. 013-21-ORD

Approve Amending Personnel Policies and Procedures Manual - 2nd Reading.

ORDINANCE NO._____

AN ORDINANCE APPROVING AND ADOPTING AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL

OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the City of Opelika, Alabama, (the "City") has previously adopted general provisions pertaining to personnel rules and regulations, including, but not limited to, staffing, separations, disciplinary actions, grievance procedures, compensation and employee benefits, which are set forth in the "Personnel Policies and Procedures of the City of Opelika" (hereinafter referred to as the "Personnel Manual"); and

WHEREAS, City staff has recommended to the City Council that the Personnel Manual be updated at the present time to provide for additional and revised policies and procedures pertaining to the administration of City employees and personnel; and

WHEREAS, the City Council realizes that periodic adjustments must be made to the Personnel Manual must be made in order to keep the manual current and consistent with state and federal labor and employment law requirements as well as policies, procedures, guidelines, rules and regulations established by the City on the local level for employees; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and general welfare to amend the Personnel Manual at this time as recommended by City staff to update the policies, procedures, guidelines, rules and regulations.

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

Section 1. **Amendments.** That the Personnel Manual of the City of Opelika, adopted on November 19, 2002, as previously amended, is further amended in the following respects:

(a) That Section 1.7 is amended to read as follows:

1.7 <u>Equal Employment Opportunity</u>

The City will provide equal employment opportunity to all individuals and will employ applicants on the basis of their job-related qualifications and performance potential without regard to race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by law (except where age, sex, or disability constitutes a bona fide occupational qualification).

(b) That Section 1.12.1 is hereby amended to read as follows:

1.12.1 <u>Nepotism</u>

No individual will be employed by the city in the classified, part-time, temporary, or contractual service, if he would be subject to administrative or supervisory control by a member of his immediate family. For this purpose, immediate family will be interpreted to include an individual's spouse, parent, child, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, and the like relationship of the individual's spouse. Individuals who are employed in such situations at the time of adoption of this provision will be exempt from its restriction. In the event that such situation would be created because two (2) employees elect to be married, one or both employees may transfer to any non-conflicting comparable vacant position if he or she is qualified and such transfer is approved by the Mayor. If such transfer is not possible, or is not approved, one of the employees will be required to resign. If one of the employees does not resign, the Mayor will initiate action to dismiss one of them.

(c) That the first paragraph of Section 2.1.3 is hereby amended to read as follows:

2.1.3 <u>Harassment Policy</u>

It is the policy of the City of Opelika to provide a work environment free from all forms of harassment. The City of Opelika does not tolerate harassment of employees and others based on or related to, race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by law. This policy applies to the actions of Department Heads, Division Managers, Supervisors, co-workers, independent contractors and any other individual who comes into contact with an employee while an employee is performing his job duties. Department Heads, Division Managers, Supervisors and employees who violate this policy are subject to severe discipline, including termination of employment.

(d) That Section 2.1.3(C) is hereby amended to read as follows:

(C) Race, Color, Sex, Religion, National Origin, Age and Disability Harassment

(1) Race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, and pregnancy harassment is defined as unwelcome statements, name-calling or other verbal or physical conduct based upon an employee's race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, or pregnancy when any of the following occurs:

(a) Submission to such conduct is made a term or condition of an individual's continued employment, promotion or other condition of employment;

(b) Submission to or rejection of such conduct is used as a basis for employment decisions affecting an employee or job applicant; or

(c) Such conduct is intended to interfere or results in interference with an employee's work performance or creates an intimidating, hostile or offensive work environment.

(2) Prohibited actions include but are not limited to: use of derogatory terms or descriptions of an individual or group of individuals based on race, color, sex,

gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by law; stating stereotypical classifications concerning the race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by law of an employee or group of employees; display of signs, pictures, cartoons, written statements or other material that denigrates or discriminates against any employee(s) based on the employee's race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy, or any other characteristic prohibited by law ; and general harassment, pushing, shoving or other intentional acts perpetrated in whole, or in part, because of the employee's race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by law. In addition, harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening bullying, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

(e) That Section 4.4.3 is hereby amended to read as follows:

4.4.3 <u>Application Forms</u>

All applications for employment will be submitted via the City of Opelika's website. Applications should be submitted in accordance with the vacancy notice or advertisement instructions. Applications are accepted for vacant positions, except as listed below. Certain Police and Fire department positions require a lengthy application process. For this reason, job postings for those departments may be posted prior to an actual vacancy.

(f) That paragraph one of Section 4.5.2 is hereby amended to read as follows:

4.5.2 <u>Selection of Classified and Part-Time Service Employees</u>

Selections to fill vacancies in the classified and part-time services will be made by the appointing authority as established in paragraph 4.5.1. Each selection will be based on the knowledge, skills and abilities determined to be required for the position without regard to race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by law (except where such factor may constitute a bona fide occupational qualification). Reasonable accommodations for disabled individuals, who are otherwise qualified, will be made when practical. Consideration will also be given to the requirements of the city's affirmative action plan.

(g) That Section 4.5.2.3 is hereby amended to read as follows:

Section 4.5.2.3 <u>Inquiries</u>

Appropriate inquiries of former employers and other references, when required, and background checks will be made by the Human Resources Department. Background checks may be performed by the Police department on applicants for police department positions. If agreeable to an applicant, inquiries may also be made to his present employer.

(h) That the first paragraph of Section 4.6 is hereby amended to read as follows:

Section 4.6 <u>Employment Offers</u>

Employment offers for classified, and part-time service positions will be made in writing or verbally by the appointing authority. A copy of written offers will be provided the Human Resources Department. No individual may consider that an offer has been made to him until he has been so notified.

(i) That Section 4.6.2 is hereby amended to read as follows:

Section 4.6.2 <u>Contingency of Offer</u>

All offers will be contingent upon the individual meeting the following requirements before he starts work, or within a reasonable time after starting to work, as established by the appointing authority in coordination with the Human Resources Department. When agreed to by the Human Resources Director and the department head, the appointing authority may make such investigations and checks that are better accomplished by the department.

(a) report of successful completion of a medical examination, when required;

(b) the individual successfully undergoing a criminal background investigation;

(c) the individual successfully demonstrating through a driving record check that he will be accepted by the city's insurance carrier under preferred rates, when driving is required because of job duties;

(d) the individual successfully being issued a bond, when required because of job duties;

(e) the individual successfully undergoing a drug test, when the individual is being hired for a safety sensitive position;

(f) the individual successfully meeting any standards or certifications as required by law; and

(g) the individual successfully meeting any other job-related requirements established at the time of the offer.

(j) That Section 4.7.3 is hereby amended to read as follows:

Section 4.7.3 <u>Evaluation</u>

A probationary status employee's performance will be evaluated at least every three (3) months during his probationary period. The first evaluation will come no later than during the third month. Subsequent evaluations will occur no later than

at the end of each additional three (3) months of the probationary period. All evaluations will be conducted in accordance with SECTION 6 EMPLOYEE PERFORMANCE APPRAISAL.

(k) That Section 4.7.8 is hereby amended to read as follows:

Section 4.7.8 <u>Appeals</u>

A probationary status employee will not be eligible to file an appeal from a separation, or any disciplinary action taken against him, or to file a grievance as provided by the city grievance procedure unless such grievance is based upon his claim that he has been discriminated against because of race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by law.

(l) That Section 5.2.4 is hereby amended to read as follows:

Section 5.2.4 <u>Ineligible Employees</u>

No employee who has been given a last written warning or suspension shall be eligible for promotion within eighteen (18) months of a final written warning action or within (12) months of a suspension action.

(m) That Section 5.3.4 is hereby amended to read as follows:

Section 5.3.4 <u>Selection</u>

The appointing authority will ensure that each eligible applicant whose name is provided by the Human Resources Director is considered for the announced vacancy. Such consideration will be based upon the criteria contained in paragraph 5.2 above. A department head may, at his discretion, establish an internal selection procedure for his department that includes the use of a screening committee to assist in the selection process. Such procedures, if established, will be coordinated with the Human Resources Department prior to implementation.

All eligible employees who apply for the vacancy will be interviewed by the appointing authority. Upon completion of the selection process, the department head will immediately notify the Human Resources Department. The Department Head or the Human Resources department will notify in writing those employees who applied for the vacant position but were not selected by the appointing authority. A copy of all written notifications will be provided to the Human Resources Department.

(n) That the first and second paragraphs of Section 5.7.1 are hereby amended to read as follows:

Section 5.7.1 <u>General</u>

It is the policy of the City of Opelika to provide promotional opportunities whenever possible to qualified employees. Employees are encouraged to qualify themselves for advancement by developing new skills, by expanding the knowledge of their work, by assuming greater responsibilities, and by maintaining a high level of job performance, service, interest, and loyalty.

The selection of candidates shall be determined in a manner whereby those individuals having demonstrated the required knowledge, skills, abilities and personal characteristics, while possessing the greatest potential qualities of leadership for the higher position, may be selected, regardless of race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by law (except where age, sex, or disability constitutes a bona fide occupational qualification).

(o) That Section 5.7.1(E) is hereby amended to read as follows:

(E) Selection shall be made from among the best-qualified candidates, without discrimination among them for any reason such as race, color, sex, gender identification or expression, national origin, religion, age, disability, marital status, genetic information, pregnancy or any other characteristic prohibited by

law (except where age, sex, or disability constitutes a bona fide occupational qualification).

(p) That the first paragraph of Section 4.5.2.3 is hereby amended to read as follows:

Section 5.7.4 <u>Posting Procedure</u>

Vacancies will be posted citywide for a period of five (5) working days or as otherwise requested by the department head and approved by the Mayor. Due to the time-in grade requirements for Sworn Police and Certified Fire Fighter positions, those positions will be posted only within the department except entry-level positions or as allowed in Section 5.8.6. Entry-level positions will be posted citywide. Eligible employees who register for the vacancy within the time-period will be further considered in accordance with the following procedure:

(q) That Section 5.7.5(3) is hereby amended to read as follows:

3. The Mayor shall have overall authority and responsibility for the administration of all validated selection procedures, with the direct assistance of the Human Resource Director. The Mayor will make a good faith effort to recruit qualified minorities and females as examination or exercise panel members, assessors, or raters in its selection processes. It shall be the responsibility of the Mayor to ensure that, before assuming their duties, all exercise panel members, assessors, and raters receive appropriate training from a qualified source as determined by the Human Resources Department of the City of Opelika.

(r) That Section 5.8.2 is hereby amended to read as follows:

Section 5.8.2 <u>Time in Grade Requirements</u>

The following total years of service within the Fire Department or Fire Service are required in order to promote as shown below. At least twenty-four (24) months service is required to be eligible for consideration for promotion to the next ranking positions within the Fire Department except Fire Chief and the Administrative Coordinator.

Rank	Minimum Required Service Years
Apparatus Operator	2
Lieutenant	4
Captain	8
Battalion Chief	12 or 10 with 4-year degree
Deputy Chief	15 or 13 with 4-year degree

"Service" as used in this section means continuous, unbroken service from the employee's most recent hire or promotion date with the City in his or her present position. The positions of Fire Chief and Administrative Coordinator are exempt from years of service requirements.

(s) That Section 5.8.3 is hereby amended to read as follows:

Section 5.8.3 Selection Procedure for the Positions of Battalion Chief, Captain, Lieutenant, and Apparatus Operator.

A composite assessment score obtained from the "Assessment Center" will be combined with the total points from a "plus and minus" evaluation of eight factors to determine a "final score" used to select for promotion. The Fire Chief will prepare a list of candidates in a rank-ordered format and will be responsible for notifying candidates of their standing on the register. Promotions will be made from the list of final scores in rank order and in accordance with the "Rule of 5 plus 1" procedure in Section 5.7.5.

(t) That Section 5.8.4 is hereby amended to read as follows:

Section 5.8.4 Assessment Center

The City uses validated examination procedures to selecting candidates for promotion in the Opelika Fire Department. These validated examinations are often referred to as the "Assessment Center". The Assessment Center evaluations are designed to measure relevant knowledge, skills and abilities for the positions. Depending upon the position, a combination of written tests, work samples, role play exercises, and/or structured oral interviews may be used in the Assessment Center. The results of all validated examinations for a position will be combined to one numerical score in the range of 0 to 100. This numerical score will then be added to the total score from the plus and minus factors to determine the "final score" used to promote. The Assessment Center is also pass/fail in that if an employee does not obtain a predetermined cutoff score, he or she is not eligible for promotion.

(u) That the first paragraph of Section 4.5.2.3 is hereby amended to read as follows:

Section 5.8.5 <u>Plus and Minus Factors</u>

The City uses the following eight validated factors in promotion decisions in the fire department: (1) formal education; (2) promotional training; (3) other fire service training; (4) attendance; (5) length of service; (6) disciplinary actions; (7) awards and commendations; and (8) performance evaluations. Accordingly, these factors are listed on the plus and minus factor and will be used in promotion decisions in the fire department.

(v) That Section 5.8.5(2) is hereby amended to read as follows:

(2) Required for Promotional Training: Individuals who have completed training for the promotion for which they have applied will be awarded 1/2 point per completed course, regardless of when the course was completed (See the table below for courses required for specific positions). For example, if an individual was being considered for promotion to Lieutenant, points could be awarded for Fire Officer II, Paramedic, Haz-mat Tech, and Fire Inspector I, but would not be awarded points for Fire Officer II or Fire Instructor II, since those are required for Captain and not Lieutenant. In the latter instance, credit for completing the Fire Officer II or Fire Instructor II courses would be awarded credit as Job Related Training (see #3 below) if the training were completed within the last 5 years. Courses required for promotion to the next position would be counted as "Required Promotional Training" and cannot be simultaneously counted under

"Job Related Training." Prior to June 1, 2022, individuals who are promoted without completing the Required Promotional Training will have 12 months from the date of promotion to complete the training. Failure to do so will result in a forfeiture of the promotion. As of June 1, 2022, Required Promotional Training for each rank must be completed prior to being allowed to test for promotion to that rank in accordance with Section 5.8.6.

Apparatus Operator	**Lieutenant**	**Captain (also Training Officer, EMS/Haz-mat, and Fire Inspector)**	**Assistant Chief**
	All A/O Training	All Lieutenant Training	All Captain Training other than Paramedic
Officer I	Fire Officer II	Fire Officer II	Fire Officer III
A/O Pumper	Paramedic	Fire Instructor II	Fire Instructor III
Aerial Pumper	Haz-mat Tech	Incident Safety Officer	Haz-mat Inc. Com.
Instructor I	Fire Inspector I	Public Information Officer	Fire Inspector II

(w) That Section 5.8.5(6) is hereby amended to read as follows:

6. Disciplinary Action: Deductions will be made in accordance with the chart for disciplinary actions in the last three years. If there is more than one disciplinary action associated with one incident, only the highest deduction will be applied. For example, if there is a Written Warning (-2) and Suspension (-4) associated with the same incident, there would only be a deduction of 4 for those disciplinary actions. If there is a Written Warning (-2) and a Suspension (-4) related to two different incidents, there would be a deduction of 6. An individual who has received a final written warning within the last 18 months or suspension within the last 12 months at the time of testing is not eligible for promotion. If such disciplinary action is under appeal, it cannot be considered until final adjudication of the action.

(x) That Section 5.8.6 is hereby amended to read as follows:

Section 5.8.6 <u>Policy Regarding Training and Promotions</u>

The following training policy regarding the specific training required for promotion to the various positions in the fire department is hereby adopted and approved:

In recognition of the importance of training in the fire service, individuals who are being considered for promotion will be awarded 1/2 point for each course required for the specific position for which they have applied. Prior to June 1, 2022, individuals who are promoted but have not completed the training, must complete the training indicated for that classification within 12 months after the effective date of the promotion. Individuals who fail to complete the required training in the 12 months following promotion will be demoted to the previous rank. Exceptions to this policy may be made for good cause, if failure to complete was due to reasons beyond the incumbent employee's control, such as being called for active duty during the initial 12 months, or the needs of the fire department were such that the training could not be completed.

Effective June 1, 2022, all required training for the classification must be completed prior to an employee being eligible to test for promotion to that classification. Exceptions to this policy may be made for good cause, if failure to complete was due to reasons beyond the incumbent employee's control, such as being called for active duty during the initial 12 months, or the needs of the fire department were such that the training could not be completed.

In order to receive maximum credit when being considered for promotion, employees are encouraged to take courses that are required for the next level prior to being considered for promotion.

Effective August 1, 2021, in the event that a vacancy exists within the department for any position other than entry-level, administrative coordinator, or a position that is appointed directly by the Mayor and where one of the following situations exists:

A. no current departmental employee is eligible to test for promotion to the position or,

B. no current employee has been tested within a valid testing time period and obtained a passing assessment center score and minimum required overall score

on the Plus and Minus Form.

The Fire Chief, with the approval of the Human Resources Director and the Mayor, may advertise the position publicly as described in Section 4.4.2. The Fire Chief shall ensure that any applicant hired through the advertisement shall have, in the determination of the Fire Chief and the Mayor, comparable training, skills, and experience as would be required of a current Fire employee to fill the vacancy.

Apparatus Operator	**Lieutenant**	**Captain (also Training Officer, EMS/Haz-mat, and Fire Inspector**	**Assistant Chief**
	All A/O Training	All Lieutenant Training	All Captain Training other than Paramedic
Officer I	Fire Officer II	Fire Officer II	Fire Officer III
A/O Pumper	Paramedic	Fire Instructor II	Fire Instructor III
Aerial Pumper	Haz-mat Tech	Incident Safety Officer	Haz-mat Inc. Com.
Instructor I	Fire Inspector I	Public Information Officer	Fire Inspector II

Prior to June 1, 2022 - Example

A firefighter is promoted to apparatus operator and has completed A. O. Pumper. He or she must complete A. O. Aerial, E.V.O.C., and Firefighter II training in the 12 months following promotion.

(y) That Section 5.9.1 is hereby amended to read as follows:

Section 5.9.1 <u>General</u>

The following police department policies supplements the general City of Opelika Policy on promotions. These policies apply to promotions to all sworn positions within the police department except Police Chief. A composite assessment score obtained from the "Assessment Center" will be combined with the total points from a "plus and minus" evaluation of validated factors to determine a "final score" used to select for promotion. The Police Chief will prepare a list of candidates in a rank-ordered format and will be responsible for notifying candidates of their standing on the register. Promotions will be made from the list of final scores in rank order and in accordance with the "Rule of 5 plus 1" procedure in Section 5.7.5.

(z) That Section 7.1.1 is hereby amended to read as follows:

Section 7.1.1 <u>Return of City Records and Property</u>

At the time of separation, or prior to payment of any final compensation, all records, assets, and other items of city property in the employee's custody will be returned to city control. The cost of unreturned assets or other City property will be deducted from an employee's final paycheck as allowed by law.

(aa) That Section 7.1.3 is hereby amended to read as follows:

Section 7.1.3 <u>Final Compensation</u>

A separated individual will receive payment for all compensation that he is due. Final payment will be made at the end of the pay period in which he is separated or within a reasonable period, if additional time is needed to process the individual's final entitlement. Any indebtedness due the city will be withheld from his final compensation as allowed by law.

(bb) That Section 7.2.1.2 is hereby amended to read as follows:

Section 7.2.1.2 <u>Request for Withdrawal of Resignation</u>

An individual may request that his resignation be withdrawn up to the earlier of the effective date of his resignation or the date upon which an employment offer is made to a selected replacement. Such a withdrawal request will be submitted in writing to the individual's Department Head. If the Department Head and the Mayor approve the request, the Department Head will notify the individual in writing and furnish a copy of his approval to the Human Resources Department. When the withdrawal of a resignation is approved, the individual will suffer no loss of benefits, entitlements, or pay. If the department head denies the request, he will notify the individual of his denial in writing and the individual will be separated on the effective date of the resignation. A copy of the denial will also be furnished the Human Resources Department. The individual may, however, apply for the vacancy along with other outside applicants in accordance with the vacancy notice and the guidelines of SECTION 4 if the job is advertised outside the City service.

(cc) That Section 7.2.3 is hereby amended to read as follows:

Section 7.2.3 <u>Disability</u>

Any employee may be separated from the city service when he cannot perform the essential functions of his job with or without reasonable accommodation as provided by the Americans with Disabilities Act.

(dd) That Section 8.2.1(k) is hereby amended to read as follows:

Section 8.2.1(k) Firearm/Weapon Possession - unauthorized possession and/or use of firearms, or other weapons including knives and explosives or other dangerous materials on/in city property (other than such possession and/or use as may be required of law enforcement personnel in the line of duty or by City Security Officers appointed by the Mayor).

(ee) That Section 8.5.2 is hereby amended to read as follows:

Section 8.5.2 <u>Procedures</u>

Before any action is taken against the employee, the disciplining individual will advise the employee orally of the reason(s) that he is considering disciplinary action and allow the employee an opportunity to respond. If the disciplining individual determines that the facts of the case do not support a written warning, the employee will be notified orally of such decision and advised that the matter is closed. If the disciplining individual determines that the facts of the case do support disciplinary action and a written warning is not necessary to correct the situation, he will issue the employee a verbal warning and advise him that in any future case more severe disciplinary action may be taken. If the disciplining individual determines that the facts of the case do support disciplinary action and a written warning is sufficient to correct the situation, he will prepare and deliver a written warning to the employee. Both the employee and the disciplining individual will sign the warning. A copy will be provided to the employee and a copy will be provided to the Human Resources Department for inclusion in the employee's personnel file. If the disciplining individual determines that the facts of the case do support disciplinary action, but more severe action is warranted, he will notify the employee orally and proceed with the guidelines required for the anticipated disciplinary action. If an employee receives no additional written warnings of any nature during the following eighteen (18) months after receiving a written warning, he will not be disciplined further by the fact of reference to the past warning(s). Form #0361 (Employee Written Formal Warning) will be completed for all written warnings and form #0362 (Employee Last Written Warning) for last written warnings.

(ff) That Section 8.7.2 is hereby amended to read as follows:

Section 8.7.2 <u>Notice of Proposed Action</u>

Before any action is taken against the employee, the disciplining individual will notify the employee in writing that he is considering a dismissal action and the employee has the right to request in writing within seven (7) calendar days a due process determination hearing concerning the allegation(s). A copy of the notice will be provided to the Human Resources Department for review and inclusion in the employee's file. Form # 0351 (Notice of Possible Disciplinary Action) will be completed for all dismissal actions.

(gg) That Section 10.1.2 is hereby amended to read as follows:

Section 10.1.2 <u>Work Period</u>

In accordance with the provisions of the FLSA, a twenty-eight (28) day work period is established for non-exempt police classified, part-time, and temporary service employees who are engaged in law enforcement activities. A fourteen (14) day work period is established for employees who are engaged in firefighting. The actual date(s) and time(s) that the work period will commence for an employee will be determined by the Department Head. Those non-exempt public safety employees who do not meet the FLSA requirements to have a work period established or who do not have a work period established by the Department Head will have a workweek established in accordance with paragraph 10.1.1 above.

(hh) That Section 10.1.3.2 is hereby amended to read as follows:

Section 10.1.3.2 <u>Police/Fire/Communication Schedules</u> Police and fire employees will be assigned to either a general schedule as specified in paragraph 10.1.3.1 above or to an extended schedule shift as needed for the effective operation of the department. Normally, fire protection personnel who are required to work extended shifts will be scheduled to work twenty-four (24) hour tours of duty. Such extended shifts will involve twenty-four (24) hours on and forty-eight (48) hours off with three (3) shifts (1st, 2nd, and 3rd) being established to ensure adequate coverage.

(ii) That Section 10.2.1.3 is hereby amended to read as follows:

Section 10.2.1.3. <u>Overtime - Police and Fire Personnel</u> Law enforcement personnel (sworn officers normally scheduled to work a 28-day work period) shall be paid at one and one-half (1 ½) of their regular rate for hours worked in excess of one hundred seventy-one (171) hours in any applicable twenty-eight (28) day work period. Fire protection employees who are normally scheduled to work twenty-four (24) hour shifts shall be paid at one and one-half (1 ½) of their

regular rate for hours worked in excess of one hundred six (106) hours in any applicable fourteen (14) day work period.

(jj) That Section 10 is hereby amended by adding a subsection to be numbered 10.4.4.5, which said subsection shall read as follows:

Section 10.4.4.5 <u>Health</u>

When considered necessary for the health of City employees due to a hazard to life or a serious risk to employee health, the Mayor may authorize closure of city offices and activities and/or a late arrival time or early departure time due to a life-threatening or other serious health risk. Such time will be reported on department attendance reports as administrative leave (hazard to health). When a hazardous health situation occurs, employees who are needed to perform essential City operations may be required to work. Such employees will be notified by their supervisors when their attendance for work is required. Part-time and temporary service employees will not be entitled to any pay for hazardous health risk leave. Time off for these individuals will be charged as leave without pay.

(kk) That Section 10 is hereby amended by adding a subsection to be numbered 10.4.4.6, which said subsection shall read as follows:

Section 10.4.4.6 <u>Investigation</u>

When a serious allegation has been made against an employee or possible policy violation has been committed, the employee's department head, with the approval of the Human Resources Director, may authorize the employee to be placed on administrative leave for a period not to exceed 7 calendar days (or 3 shifts for Fire shift personnel) in order to determine if any disciplinary action is warranted. The department head shall notify the Human Resources Director in advance of placing an employee on administrative leave for investigative purposes. If required, the Mayor may upon recommendation of the department head, approve up to an additional 7 calendar days (or 3 shifts for Fire shift personnel) of administrative leave. While on leave due to an investigation, an employee is expected to be available during normally scheduled working hours to be contacted or called in to work by the employee's Department Head or supervisor. The Department Head will ensure that such time will be reported on department attendance reports as administrative leave (investigation).

(ll) That Section 10 is hereby amended by adding a subsection to be numbered 10.4.4.7, which said subsection shall read as follows:

Section 10.4.4.7 <u>Catastrophic Event</u>

Upon request by the Human Resource Director and an employee's department head, an employee may be granted Administrative Leave at the discretion of the Mayor for a period not to exceed 14 calendar days (or 6 shifts for Fire shift personnel) for events including but not limited to short-term circumstances involving an unforeseeable catastrophic event affecting an employee that was beyond control of the employee and which renders the employee unable to attend work.

(mm) That Section 11.7.1 is hereby amended to read as follows:

Section 11.7.1. <u>Salaried Employees</u>

All exempt employees and such non-exempt employees as are designated salaried employees by the Mayor will be paid a salary each pay period. Normally, such salary will be based upon an average of eighty (80) hours of work per pay period, except that fire protection employees who are regularly scheduled to work extended twenty-four (24) hour shifts will have their salary based upon an average of one hundred twelve (112.62) hours of work per pay period. The actual salary will be determined by the hourly rate as established by the appropriate pay plan, its corresponding classification plan schedule, and the hours that are normally worked during the pay period. If the employees are regularly assigned to extended shifts, their pay will be determined in accordance with these guidelines. However, the extended shifts pay plan will be used to determine their rate of pay.

(nn) That Section 11.7.5 is hereby amended to read as follows:

Section 11.7.5. <u>Establishment of Pay upon Reassignment</u>

When an employee is reassigned to a new job in accordance with SECTION 5 EMPLOYEE TRANSFER, PROMOTION, DEMOTION AND TEMPORARY ASSIGNMENT, his pay level will be established in accordance with the following guidelines. The new employee pay shall become effective in the pay period that the reassignment occurs and in accordance with applicable law.

(oo) That Section 11.13 is hereby amended to read as follows:

Section 11.13 OTHER PAY SUPPLEMENTS

The Mayor will establish eligibility criteria for an employee to be entitled to receive a particular pay supplement and the number of employees who may be awarded such supplement. However, any individual who is being paid a supplement at the time of adoption of these policies and procedures will continue to draw such supplement so long as he continues to meet the eligibility criteria previously established for entitlement to supplement.

The City will pay eligible employees the following supplements:

Fire Department Employees Only:

Prior to August of 2021:

(a) Emergency Medical Technician I $10.00 per pay period

(b) Emergency Medical Technician II $40.00 per pay period

(c) Emergency Medical Technician III $200.00 per pay period

An additional $1.25 per hour for each hour assigned to a rescue vehicle.

Effective August of 2021:

Upon certification -

(a) Emergency Medical Technician I $ 260 additional annual base salary.

(b) Emergency Medical Technician II $ 780 additional annual base salary.

(c) Emergency Medical Technician III $4,160 additional annual base salary.

An additional $1.25 per hour for each hour assigned to a rescue vehicle

An additional $430 of annual base salary for Fire employees assigned to a twenty-four (24) hour shift schedule.

Police Department Employees Only:

(d) Polygraph Operator $50.00 per pay period

(e) Detective: An amount equal to three percent (3%) of the two-week base salary per pay period. (Officers will draw Detective supplement pay only if they are assigned to the Investigative Services Section)

All Applicable Employees:

(f) Bi-lingual Pay

An amount equal to three percent (3%) of the two-week base salary per pay period provided an employee meets the requirements for bilingual pay:

1. Fluent in a non-English language
2. Job duties that require the use of non-English skills on a regular basis.
3. The employee must have direct public contact on a regular basis with residents or citizens who do not speak English.
4. The Human Resources Department may require the employee to take and pass a proficiency test.
5. Supplemental pay will be discontinued if the employee is reassigned to a different position where the usage of bilingual skills is no longer needed.
6. Employees receiving bilingual pay are expected to translate for employees who are not bilingual in the event such services are needed.

7. Employees receiving bilingual pay may be required to report to work during non-scheduled working hours and may have a role in disaster recovery efforts and may be expected to work during periods of emergency response by the City.

The pay supplement will be awarded the pay period following certification meeting the above criteria.

(pp) That Section 12.5.2 is hereby amended to read as follows:

Section 12.5.2 <u>Requirements for Participation in the Educational Assistance/Tuition Reimbursement Program</u>

(a) Only full-time classified employees are eligible.

(b) Employees must have worked in a full-time capacity for the City for the previous twelve (12) months.

(c) The employee must be in an active work status.

(d) The employee must not have any serious disciplinary actions within the previous eighteen (18) months. Serious disciplinary actions are written final warnings, demotions or suspensions. The employee must be working at a satisfactory or better level of performance as determined by his/her performance evaluation.

(e) Employees receiving financial assistance from other sources such as the school, or from any other source, Federal Student Aid (FAFSA), federal or state student loans, either subsidized or direct, financial assistance from a pre-paid tuition plan, military financial assistance, military grants, Pell grants, grants from non-profit or private organizations, scholarships, fellowships or any other type of educational assistance, including loans from any other source are not eligible for benefits under this Program.

(f) Employees must have their application for educational assistance/tuition reimbursement approved by their Department Head, the Human Resources Director, and the Mayor.

(g) It is expected that educational activities will not interfere with the employee's work and unsatisfactory job performance during enrollment may result in forfeiture of all benefits under this Program. Efforts should be made to attend courses during non-scheduled work hours. If, however, this is not possible, courses may be attended during scheduled work hours subject to the approval of the employee's Department Head and the Mayor. In the event that approval is granted for class attendance during employee's scheduled work hours, the employee shall make up the missed time or use annual leave to cover time away from the workplace. It shall be the responsibility of the employee's department head to ensure that missed time is fully made up or that annual leave is appropriately used.

(qq) That Section12.5.3 is hereby amended to read as follows:

Section 12.5.3 <u>Eligible Education and Tuition Expenses</u>

(a) Educational assistance will be provided for courses of study which are directly related to the employee's present job or which will enhance the employee's potential for enhancement to a position within the City which the individual has a reasonable expectation of achieving as determined by the Human Resources department.

(b) Eligible courses shall only be available through an accredited college, university, community college, technical school or business school approved by the Mayor. The educational establishment must have a campus within a sixty-five (65) mile radius of the City or online classes specifically approved by the Mayor - i.e. Columbia Southern University.

(c) Reimbursable costs and expenses comprise registration fees, tuition, lab fees and shop fees. No other expenses shall be considered for reimbursement. Employees are prohibited from requesting tuition reimbursement for allowable costs for which they have received financial support from other sources, such as the school, or from any other source, Federal Student Aid (FAFSA), federal or state student loans, either subsidized or direct, financial assistance from a pre-paid

tuition plan, military financial assistance, military grants, Pell grants, grants from non-profit or private organizations, scholarships, fellowships or any other type of educational assistance, including loans from any other source.

(d) The maximum reimbursement the employee shall receive within one (1) calendar year is $8,000 and $4,000 for one (1) semester.

(e) Student activity fees, late fees, books, school supplies, parking fees, lodging, meals and transportation costs do not qualify for reimbursement.

(f) Successful completion of coursework is defined as:

- A grade of C (or 2.0) or better for an undergraduate course
- A passing grade or better for a graduate course
- A grade of "pass" for a pass/fail course

(g) Employees will be reimbursed using the following criteria:

Associates and Bachelors Degrees

Percent of Reimbursement	Grade Obtained
100%	A
85%	B
75%	C
100%	Pass (Pass/Fail courses)
0%	D, F or Fail (Pass/Fail courses)

Master's Degrees

Percent of Reimbursement	Grade Obtained
50%	A

40%	B
30%	C
50%	Pass (Pass/Fail courses)
0%	D, F or Fail (Pass/Fail courses)

(rr) That Section 12.5.4 is hereby amended to read as follows:

Section 12.5.4 <u>Application for Participation in Program</u>

Prior to commencing any course of study, an employee must complete application form and forward it to the Human Resources Department with his/her department head's recommendation. All requests for reimbursement must be approved by the Human Resources Director and the Mayor. Employees will be notified of approval or denial of their reimbursement application by the Human Resources Department.

(ss) That Section 12.5.10 is hereby amended to read as follows:

Section 12.5.10 <u>Continuation of Employment/Repayment of Reimbursed Tuition</u>

By implementing this program, the City, in good faith, is investing in its employees. There is an assumption that employees are participating in the program in good faith as well. If, within twenty-four (24) months of the date of successful completion of the course(s), the employee receives prohibited financial assistance from another source, terminates his/her employment, retires or resigns for any reason other than a reduction in force, is separated due to unsatisfactory service, or is dismissed from employment for cause, the employee shall be obligated to repay in full the last twenty-four (24) months of reimbursed fees. In other words, all tuition assistance received by the employee within the last twenty-four (24) months of employment, except as otherwise provided herein, shall be repaid to the City. If the employee retires due to disability or dies before the completion of the period of time specified above, he/she shall have no obligation to repay the City. Prior to the City's reimbursement to the employee,

the employee shall execute a Tuition Reimbursement Agreement which stipulates the terms of repayment of the course for which the City has paid should the employee voluntarily terminate employment, be dismissed, or be terminated for unsatisfactory service. To the extent allowed by law, the City may deduct the amount of any tuition repayment obligation from any compensation due and owing to employee at the time of separation from employment. When the Tuition Reimbursement Agreement has been executed by the employee, the Human Resources Department shall request the reimbursement check.

(tt) That Section 12.5.12 is hereby amended to read as follows:

Section 12.5.12 <u>Short Courses, Seminars, Workshops-City Selected</u>

The City will pay the full cost of short courses, seminars, workshops, etc., when an employee is required to attend specific education and training for the benefit of the City. Allowable expenses include tuition, materials, transportation, lodging and meals if such training is approved in advance by the department head. These types of training expenses are normally paid from the respective department training budgets. For the Police and Fire departments, each department head will compile a list of courses and training that provides significant benefit to the employee's position or that is required for the position. These courses and training will be fully funded through the department budget for each employee.

By funding these items, the City, in good faith, is investing in its employees. There is an assumption that employees are participating in the program in good faith as well. If, within thirty-six (36) months of the date of successful completion of the course(s) for the Police or Fire Department, the employee terminates his/her employment, retires or resigns for any reason other than a reduction in force, is separated due to unsatisfactory service, or is dismissed from employment for cause, the employee shall be obligated to repay in full the last thirty-six month of reimbursed fees. In other words, all tuition assistance received by the employee within the last thirty-six months of employment, except as otherwise provided herein, shall be repaid to the City. If the employee retires due to disability or dies before the completion of the period of time specified above, he/she shall have no obligation to repay the City. To the extent allowed by law, the City may deduct the amount of any tuition repayment obligation from any compensation due and owing to employee at the time of separation from employment.

Section 2. **Severability.** The provisions of this ordinance are severable. If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not affect the validity of the remaining portions of this ordinance.

Section 3. **Cumulative of All Other Ordinances.** The provisions of this ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the subject matter as covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

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

ADOPTED AND APPROVED this the _____day of _____, 2021.

_____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2021.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2021.

_____

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 4733)

Amend Zoning Ordinance and Master Plan, 3.91 Acres, Robert Trent Jones Trail - 1st Reading.

ORDINANCE NO._____

ORDINANCE TO AMEND THE ZONING ORDINANCE AND

ZONING MAP OF THE CITY OF OPELIKA

(NATIONAL VILLAGE PUD)

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

Section 1. FINDINGS. The City Council has determined and hereby finds and declares that the following facts are true and correct:

(a) The Employees' Retirement System of Alabama and the Teacher's Retirement System of Alabama (collectively "RSA") heretofore submitted to the City a Development Plan for a planned unit development ("PUD") entitled National Village consisting of approximately five hundred eighty-nine (589) acres.

(b) Pursuant to Ordinance No. 129-06 the City Council approved said Development Plan for National Village and amended the official Zoning Map of the City to designate the zoning classification of Planned Unit Development (PUD) for approximately five hundred eighty-nine (589) acres located adjacent to the Grand National Golf facilities and the Lodge and Conference Center at Grand National.

(c) In 2008, the City Council amended the PUD for National Village by adding approximately ninety-four (94) acres to the original PUD.

(d) The entire development, with inclusion of said ninety-four (94) acres, consists in the aggregate of six hundred and eighty-three (683) acres.

(e) In 2018, the City Council amended the PUD for National Village by adding nineteen (19) courtyard homes within a 7.2-acre parcel located in Village 6 of the Master Plan, or more commonly referred to as the "Town Center".

(f) RSA has heretofore submitted to the City a request to amend the Development Plan for National Village by adding approximately 3.91 acres.

(g) The entire development, with inclusion of said 3.91 acres, consists of an aggregate of approximately six hundred eighty-seven (687) acres.

(h) The proposed amended Development Plan for National Village will increase single-family homes in Village 8 from 26 to 51.

(i) The proposed Amendment will not significantly change the overall density for National Village PUD.

(j) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.

(k) The Planning Commission recommended approval of the amended Development Plan for National Village PUD.

(l) The Planning Commission further recommended rezoning the new 3.91-acre parcel from R-3 District (Low-Density Residential) to PUD (Planned Unit Development.

(m) It is advisable and in the interest of the City and the public interest that the amended Development Plan be approved.

(n) It is advisable that the 3.91-acre parcel be rezoned from R-3 District (Low-Density Residential) to PUD (Planned Unit Development.

Section 2. DESIGNATION OF PLANNED UNIT DEVELOPMENT. The Official Zoning Map of the City of Opelika is hereby amended and the zoning classification for the following parcel of land shall be changed from a R-3 District (Low Density Residential) to a Planned Unit Development (PUD) on the Official Zoning Map:

> Commence at an iron pin at the southeast corner of Lot 4, Sunset Heights Subdivision, Plat Book 24, Page 123, Lee County, Alabama; thence run N 89°03'08" E 30.94' to an iron pin and the POINT OF BEGINNING of the property herein to be described; from said POINT OF BEGINNING, thence run N 0°46'24" W 411.22' to an iron pin on the southerly margin of Robert Trent Jones Trail; thence run S 89°52'50" E 416.32' along said margin to an iron pin; thence leaving said margin, run S 0°55'22" E 407.65' to an iron pin; thence run S 89°35'14" W 388.29' to an iron pin; thence run N 89°50'10" W 29.05' to an iron pin and the original POINT OF BEGINNING.
>
> The above-described property is located in Section 27 and 24, T-20-N, R-26-E, in the City of Opelika, Lee County, Alabama, contains 3.92 acres, more or less, and is subject to all easements of record.

Section 3. APPROVAL OF AMENDED DEVELOPMENT PLAN. The amended Development Plan as submitted for review is hereby approved and confirmed as required by Section 8.1 8(n) of the Zoning Ordinance of the City.

Section 4. RETENTION OF COPIES OF THE DEVELOPMENT PLAN. Copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 5. REPEALER. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a

newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the _____day of _____, 2021.

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2021.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2021.

_____

MAYOR

ATTEST:

_____

CITY CLERK