



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
300 Martin Luther King Blvd.
September 7, 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. Sheehan provided the invocation.

1. Rusty Sheehan from Trinity United Methodist Church.

4. Pledge of Allegiance

Gladys Beaver and Kinsley Smith led the Pledge of Allegiance.

1. Gladys Beaver and Kinsley Smith from Carver Primary School.

5. Reading of Minutes

1. Minutes from the 08-17-21 council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

1. Attaboy Awards for Lieutenant Ben Blackburn and Officer Calvin New from OPD. Mayor Fuller asked Opelika Police Chief Healey, Captain Cook, Lieutenant Blackburn, and Officer New to come up front. Mayor Fuller stated how Lieutenant Blackburn and Officer New went above and beyond the call of normal duty to help a local resident by explaining the resident originally called about a noise complaint, and how she then explained that her husband had been very ill and she was not able to take care of her yard and she was getting letters from the city about not being in compliance with city code. Mayor Fuller continued that Lieutenant Blackburn took it upon himself on his off days to fix her lawn mower and mow her yard, and then enlisted Officer New to help, and they both cleaned up the hillside that was not in compliance with city code. Chief Healey then stated how they have been working on doing things better within the community outside of normal police duties, and these officers have demonstrated doing just that. Mayor Fuller then presented both with an "attaboy" award and thanked them for their service.

8. Citizen Communications

Susan Bolt of 1188 East University Drive in Auburn was the first to speak. Ms. Bolt first voiced her concern about the lack of communication there has been between the city council and the majority of landlords about the rental ordinance, as she has personally reached out to each council member to be involved in a solution, and two of them did not even acknowledge her

email. Ms. Bolt then stated that only 17 to 20 landlords have been involved with the city about the ordinance out of a possible 4500 landlords total, and how the mayor also replied to her email about any meetings being scheduled, that her written suggestions and comments would be welcome but asked for no telephone calls. Ms. Bolt also stated that is not a productive form of communication to work toward a solution to the problem, asked why this body will not put the ordinance on hold and seek a solution, why is there no transparency in what the council is trying to push forward, and why won't the council involve more people in a solution. Ms. Bolt closed by stating that this council is headed for catastrophic results with this ordinance, again asked the council to put a pause on the ordinance, do their due diligence, and open up a discussion to include those who wish to be involved in the discussion.

John Andrew Harris of 311 East Avenue spoke next. Mr. Harris stated he was concerned about the budget, complemented the city on the sidewalks going in around Ward 2, but also stated how people that plan for the city leave out Ward 1 and Ward 2 and that is why they are in the shape they are in today. Mr. Harris then stated there are people in his community that want to do something about it, and they hope that the new budget can address some of these concerns. Mr. Harris closed by asking the council to think and be concerned about the community, complemented the council on doing a good job so far because they have been listening, but also asked them to be concerned about Ward 1 and Ward 2 because that is where he, his family, and friends live.

John Moore of 2714 Anderson Road spoke next. Mr. Moore stated he has lived on Anderson Road for almost forty years and remembers when the road was named the "Rough and Ready Road", and how Anderson Road should probably go back to that name because the absurd amount of tractor trailer traffic. Mr. Moore then explained that even checking your mail at the mailbox is very dangerous, and how he has contacted city officials but no action has been taken, including signage being put up to reduce or eliminate these vehicles from traveling unlawfully on this road. Mr. Moore also explained he has seen no police presence to enforce the 12 "No Trucks" signs on the 3-mile route, but what he has seen is a "Detour" sign off Exit 66 directing traffic, including these tractor trailer trucks, to Andrews Road, and these trucks all struggle to make the turn at the four-way stop at Andrews Road and Anderson Road. Mr. Moore then stated these roads are 6 foot narrower than the North Park Drive road the trucks used to use before the improvement to the Walmart Distribution Center began, how that leaves very little margin for error, and how unnerving it is to have a 70 foot long vehicle, weighing 80,000 pounds pass by just feet away while he is on a riding lawn mower. Mr. Moore also explained how normal daily walks, runs, or cycling on this road by neighbors has been interrupted, as well as hearing this traffic during all hours of the late night and early morning in what was once a peaceful area. Mr. Moore closed by stating he was there to let the city know how passionate he is about getting back their serene neighborhood, and also asked what the TCP (traffic control plan) was for Anderson and Andrews Road, and was it written for the safety of their neighborhood or was it just for the distribution center and its contractors. President Smith then asked City Engineer Scott Parker to speak with Mr. Moore about this issue.

Janira Colon of 2403 Northtowne Drive spoke next. Ms. Colon stated two years ago they began having issues with the intersection of Anderson Road and Northpark Drive and she began reaching out to Mayor Fuller about it and it is still a "deadly" intersection today. Ms. Colon then stated the signs with lights are constantly being knocked down, and that she and her family were ran off the road on the way to the council meeting by two 18 wheelers coming from the interstate. Ms. Colon also stated she went the long way around by the Sportsplex for a year to avoid that intersection, but then the city started a project to replace a bridge on that route which caused them to have to again use that intersection. Ms. Colon stated they have reached out multiple times again and was told a roundabout would begin being placed at the intersection in the fall, and it is almost fall, but there is now a project at the distribution center. Ms. Colon then stated that not only are they dealing with cars that run the stop signs, but now they are dealing with 18 wheelers being detoured through and also resting on the side of the road at the entrance to their subdivision. Ms. Colon then explained how a man died at that intersection and his wife was in critical condition for weeks, there are at least 10 people in their neighborhood that have had car accidents at that intersection, and how their kids that go to high school have to drive through that intersection every day. Ms. Colon then stated how she, like the man that spoke before her, sees the 18 wheelers speeding down Anderson Road, hears them at all hours of the night, and ultimately fears for her life everyday even though she thought she was moving to a "good" side of town when she bought her house there two years ago. Ms. Colon closed by stating she believes the citizens of Northtowne and Anderson Lakes deserve better for their safety and how they have been let down because the project at the distribution center is not saving lives but putting them in more danger.

Sherry Jiles of 1501 Harper Place spoke last. Ms. Jiles spoke about the brochures handed out to the council and audience, by VFW Post 5732 and the auxiliary, about POW/MIA Day on September 17, 2021. Ms. Jiles stated that one of the main purposes of all veterans organizations is to teach patriotism to our young people, and wanted to let everyone know about POW/MIA Day that was established by Congress and the President in 1979 as the 3rd Friday in September every year, and also how it is not connected to any other patriotic holiday so we can recognize that "Those who are missing are not forgotten". Ms. Jiles then stated that according to the POW/MIA accounting agency there are at least 83,114 Americans that fought in wars from WWII up to 1991 that have not been accounted for to this day. Ms. Jiles closed by asking everyone to please do their part and help promote POW/MIA Day, and if possible attend the ceremony in Montgomery on Friday, September 17, 2021.

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

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

1. Request by Opelika Main Street for Annual Johnny Ray Classic Event on 10-02-21.

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

2. Request for Annual Life Chain Event on 10-17-21.

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

3. Request Alcohol License - Murphy Oil USA Inc DbA Murphy USA 7794, Beer and Wine Off Premise License.

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

4. Public Hearing - Amend Zoning Ord & Map: Rezone 1.26 Acres, 500 Block Rustic Street.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing - Weed Abatement Assessment - 313 S 3rd St.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

President Smith asked Lanorris Jones to present the bids.

1. Bids 206-21 New Police Department Training Facility - PD.

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

2. Bids 207-21 Bridge Replacement on (CR-63) North Uniroyal Road Over Halawakee Creek - ENG.

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

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 208-21 Expense Reports from Various Departments.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Robert Lofton, Council Member
SECONDER: Todd Rauch, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
2. Resolution 209-21 Designate City Personal Property as Surplus & Authorize Disposal.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
3. Resolution 210-21 Approve City Budget for FY 2022.
- RESULT:** **APPROVED [3 TO 1]**
MOVER: Willie Allen, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Willie Allen, Robert Lofton, Eddie Smith
NAYS: Erica Norris
ABSTAIN: Todd Rauch
4. Resolution 211-21 Approve Proposal from Fieldturf for West Ridge Park - P&R.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
5. Resolution 212-21 Purchase - Synthetic Turf for Two (2) West Ridge Softball Fields-
Sourcewell Contract #060518-FTU - P&R.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
6. Resolution 213-21 Purchase - Med-Tronic Lifepak-15 Mechanical CPR Devices - Sole
Source - FD.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Erica Norris, President Pro-Tem
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
7. Resolution 214-21 Purchase - AED Sentinel Program - Sole Source - FD.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Erica Norris, President Pro-Tem
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
8. Resolution 215-21 Purchase - VRF Heat and Outdoor Air Systems-Phase II-Omnia
Contract #15-JLP-023 - ADMIN.

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

9. Resolution 216-21 Purchase - Monitoring Services for the VRF Heat and Outdoor Systems-Omnia Contract #15-JLP-023 - ADMIN.

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

10. Resolution 217-21 Approve Amended and Restated MOU with East Alabama Health Care Authority.

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

11. Resolution 218-21 Approve Lease Agreement with Opelika Housing Authority.

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

12. Resolution 219-21 Approve Amending the Organizational Chart for Multiple Departments - HR.

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

13. Resolution 220-21 Authorize Annual Excess Loss Insurance Contract with Lloyds Insurance Company - HR.

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

14. Resolution 221-21 Authorize Non-Participant Services Contract with Electric Cities of Georgia, Inc. - OPS.

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

15. Resolution 222-21 Proposal from IHeart Media for Radio Advertising Services - OPS.

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

16. Resolution 223-21 Weed Abatement Assessment - 313 S 3rd St.

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

17. Resolution 224-21 Special Appropriation to 3D Youth Development Academy, Inc.

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

18. Resolution 225-21 Special Appropriation to the Chamber of Commerce - 20 Under Forty.

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

19. Resolution 226-21 Special Appropriation to the Chamber of Commerce - Lee County Young Leaders.

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

20. Resolution 227-21 Special Appropriation to P&R Sportsplex for Annual Health Fair on 10-05-21.

President Smith stated there was a change to the resolution about the budget year and asked to note that change. Mr. Jones asked if it should be approved as amended. Mr. Gunter stated it is being introduced for the first time so it doesn't need to be approved as amended, it just needs a motion for approval. President Smith asked for a motion for approval.

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

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance Adopting a Registration and Inspection Program for Residential Rental Properties - 2nd Reading - TABLED.

President Smith first asked if there was a motion to remove the item from the table. Mr. Rauch made the motion to remove the item from the table and was seconded by Dr. Lofton.

The following vote was recorded:

Ayes: Allen, Norris, Lofton, Rauch, Smith

Nays: None.

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

2. Ordinance 016-21-ORD Amend Zoning Ord & Map: Rezone 27,680 SF, 1109 Columbus Parkway - 2nd Reading.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Robert Lofton, Council Member

SECONDER: Willie Allen, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

3. Ordinance 017-21-ORD Amend the Personnel Policies and Procedures Manual to Designate Juneteenth a City Paid Holiday - 2nd Reading.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Willie Allen, Council Member

SECONDER: Robert Lofton, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

4. Ordinance 018-21-ORD Approve Lease Agreement with East Central Alabama Highway Safety Office - 2nd Reading.

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

RESULT: FIRST READING INTRODUCED

5. Ordinance 019-21-ORD Rezoning 1.26 Acres from R-1 to R-3, 500 Block Rustic Street - 2nd Reading.

President Smith asked for a member of the council to introduce the ordinance. Dr. Lofton introduced the ordinance.

RESULT: FIRST READING INTRODUCED

6. Ordinance 020-21-ORD Adopting a Registration and Inspection Program for Residential Rental Properties (Revised) - 2nd Reading.

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

RESULT: FIRST READING INTRODUCED

15. Appointments

16. Adjourn

The City Council meeting minutes of September 7, 2021 are hereby adopted and approved this the 21st day of September, 2021.

/s/ Eddie Smith

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ Russell A. Jones

Russell A. Jones

City Clerk

1. Character Trait of the Month - Integrity, the quality of being honest and having strong moral principles; moral uprightness.

President Smith read the character trait of the month and then asked for a motion to adjourn.

2. Motion to Adjourn.

The council meeting ended at 7:44 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Todd Rauch, Council Member

SECONDER: Robert Lofton, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 5848)**

Meeting: 09/07/21 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 5848

Minutes from the 08-17-21 council meeting.

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



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 300 Martin Luther King Blvd.
August 17, 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. After the roll call, President Smith then apologized to Ms. Norris for starting the work session early and noted she would have been present for the start of it if he had started at the correct time. President Smith also recognized and welcomed former councilman David Canon for being present.

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

3. Invocation

Mr. Jefferies provided the invocation.

1. Ben Jefferies from the Good Shepherd Anglican Church.

4. Pledge of Allegiance

Mr. Jones led the Pledge of Allegiance.

1. Russell Jones - City Clerk.

5. Reading of Minutes

1. Minutes from the 08-03-21 council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

1. City's Financial Summary Report for July 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. Mayor Fuller then announced the 1st Annual 2nd Chance Job and Resource Fair on August 27, 2021 from 9:00 am to 4:00 pm at Southern Union State Community College and encouraged people to attend. Mayor Fuller also stated that the fair is being put on by the Lee County District Attorney, and due to the law regarding expungements changing, the Circuit Clerk and some attorneys will be present to help people through that process, as well as municipal, circuit, and district judges agreeing to reduce court costs and fees for anyone that attends the job fair.

2. July 2021 Monthly Building Report.

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

3. Proclamation for OLLI Day on 08-20-21.

Mayor Fuller invited Scott Bishop and Mike Akins up front. Mayor Fuller then read the proclamation and presented it to them.

4. Recognize Moorehouse Weekend Academy Graduates.

Mayor Fuller invited Dr. Chenavis Evans, Dr. Kenneth Gosha, and Chase Christmas up front. Mayor Fuller then asked Dr. Evans to speak about the Moorehouse Academy Graduates. Dr. Evans started by thanking the city council for letting them come and do the presentation. Dr. Evans then stated the Razor Foundation, in partnership with the Moorehouse College weekend academy for gaming development, that is centered around coding, started in Loachapoka High School first for any young person to learn about coding and participate in the program Moorehouse College has put together. Dr. Evans stated the amount of participants and graduates from that program and it's success leading to asking the Opelika Ambassadors of Change to find and nominate potential students of the program in Opelika. Dr. Evans closed by stating the amount of participants from Opelika in the program and thanked the city council again for letting them present the graduates their certificates. Mayor Fuller then thanked Moorehouse College for the program and called each of the graduates up front, some were not present or had a parent receive on their behalf, and gave them a gift bag and their certificates of completion.

5. Recognize the new 20 Under Forty Class for 2021 - 2022.

Mayor Fuller asked Dr. Jason Bryant, Chair of the 20 Under Forty board, Ali Rauch, President and CEO of the Opelika Chamber of Commerce, and McKenzie Poole, Chamber Programs and Events Coordinator, to come up front. Mayor Fuller then called each member of the 2021-2022 20 Under Forty class up front to be recognized. After all members of the class were recognized, Ali Rauch then thanked Mayor Fuller and the council for hosting them, and also for their support with the new class. Mayor Fuller then congratulated the class and they took a group photo. President Smith then stated he was looking forward to later in the year when the council would have a chance to meet with the class one on one.

8. Citizen Communications

David Canon of 405 Winterburn Avenue spoke first. Mr. Canon, former councilman for Ward 5, stated he was in favor of the rental ordinance and gave examples of how, when he was a city councilman, tenants of rental properties would complain about landlords not responding to requests to fix things in their properties and how he was not able to do anything about it. Mr. Canon then stated if the ordinance does anything, it will give a tenant a way to get something done and get something fixed in a timely manner that should have been fixed just upon asking for it. Mr. Canon closed by asking the city council to pass the ordinance.

Richard Hayley of 1101 Willow Run spoke next. Mr. Hayley stated they have been in communication with most of the city council during the past week and he appreciated all of the feed back. Mr. Hayley then stated he wanted the group that was not there to know the ordinance was tabled last week so that they could come up with a good plan for all citizens, but there is currently a property maintenance code on the record since 2015 that any tenant can call and complain, so there is something already on the books where they have options. Mr. Hayley closed by stating he wants everyone to know the city council members are communicating with them on the ordinance, but he again just wants everyone to know there is something already on the books, it is complaint driven, and enforceable by the city.

Christine Bradshaw of 2305 Anderson Lakes Drive spoke next. Ms. Bradshaw stated she was the community coordinator for the local NAACP chapter and was there about Executive Order 13985. Ms. Bradshaw then stated she hopes the city council will provide some of the money to the impoverished neighborhoods, and work collectively with the council to make a difference in Opelika. Ms. Bradshaw also asked about the 2040 Plan and how she and others

would like to be involved in the decision making process, and is hoping for a town hall meeting or a roundtable discussion about the plan. Ms. Bradshaw closed by asking for everyone to work together and be an impact maker, a bridge builder, and a change agent for the community and make a difference in Opelika together.

Kristin Morrison and Daniel Doster of Auburn spoke next. Ms. Morrison spoke first and let everyone know about the city wide worship night on the lawn of Samford Hall at Auburn University. Ms. Morrison stated the goal is to bring Auburn and Opelika together for a revival and in hopes that it will spread His name. President Smith asked for the date and time. Ms. Morrison stated it would be August 28, 2021 on Samford lawn from 6:30 pm to 9:00 pm. Mr. Doster closed by stating it is an open invite to anyone, there are multiple churches in Opelika that are involved, and they just want everyone to come together as believers. Mr. Jones asked Mr. Doster his last name as it was not stated beforehand.

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

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

1. Request Alcohol License - JC Inc. dba M and M Grocery - Retail Beer and Wine Off Premise License.

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

2. Request from Opelika Main Street for On the Tracks Event on 10-22-21.

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

3. Request from Opelika Main Street for Christmas in a Railroad Town Event on 12-10-21.

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

4. Public Hearing - Amend Zoning Ord & Map: 26,780 SF, 1109 Columbus Parkway. Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said amendment. Bert Boykin of Birmingham, as a representative of the applicant Racetrac Petroleum, spoke to the council about how the rezoning is consistent with the existing zoning map and asked for the council's approval of the rezoning request on behalf of their client. President Smith closed the public hearing.

5. Public Hearing - Vacate Right-Of-Way - North Portion of Unnamed Street in Fox Run Industrial Park.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said vacation of right-of-way. No one came forward to speak. President Smith closed the public hearing.

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

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing - Weed Abatement Assessment - 308 Brannon Ave.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

8. Public Hearing - Weed Abatement Assessment - 120 Chester Ave.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

9. Public Hearing - Weed Abatement Assessment - 55 N. Uniroyal Rd.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

10. Public Hearing - Weed Abatement Assessment - 310 Pleasant Dr.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

11. Public Hearing - Weed Abatement Assessment - 810 Williamson Ave.

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 194-21 Emergency Purchase - Substation 7 - OPS.

RESULT: APPROVED [UNANIMOUS]

MOVER: Todd Rauch, Council Member

SECONDER: Robert Lofton, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

2. Resolution 195-21 Approve Acceptance of American Rescue Plan Act (ARPA) Funds. Before a motion for approval, Ms. Norris asked for a Point of Information. Ms. Norris then asked if there would be an opportunity for citizens to give input on how they would like for the money to be spent and what that process would be. President Smith answered that the process would involve city administration putting together some recommendations to present to the council, and then the council would meet with them on a two by two basis to have their input as well. Ms. Norris then asked if the council would be able to ask the public to submit how they wish for the money to be spent and then submit that to the administration. President Smith answered yes they could do that. Mr. Gunter then added how federal regulations provide these funds can be budgeted in two manners, one being a project budget, an outline on how all the monies will be spent, or in the annual budget. Mr. Gunter continued by stating whichever way is chosen, the funds are very restricted as to how they can be spent, and the city can hold a public hearing but that is up to the council as to whether they would want to do that or not. President Smith then asked for a motion to approve. Ms. Norris again asked for a Point of Information. Dr. Lofton interrupted by stating they should have a motion before a discussion. Ms. Norris stated she asked President Smith for a Point of Information but if she should wait until after a motion to discuss she would do so. President Smith agreed Ms. Norris should wait until discussion. Mr. Rauch made a motion and Dr. Lofton seconded the motion. President Smith then asked for discussion.

Ms. Norris thanked President Smith then asked him if it was up to the council, or up to him as President of the council, to decide if there is a public hearing to be held. President Smith answered it would be up to him to decide. Ms. Norris thanked him.

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

3. Resolution 196-21 Authorize a Professional Services Agreement with L.P. Campbell Co.

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

4. Resolution 197-21 Employment Contract for Tyler McGill.

During discussion, Ms. Norris asked if this is a first time contract for Mr. McGill. President Smith answered that it is a renewal of his contract. Ms. Norris then asked why is it a contract and not a direct hire employee. President Smith answered that in the interview process by city administration, Mr. McGill expressed a desire to bring in a higher level of swimming to Opelika to be more competitive, and also his contract allows for him to use the facilities and receive a portion of the fees that are collected for that, and in exchange he has put Opelika on the map with their swim team program. Ms. Norris then asked if we were paying him fifty thousand and then he also collects some fees on top of that. President Smith stated that was correct as it is outlined in the contract. Ms. Norris thanked him.

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

5. Resolution 198-21 Vacate Right-Of-Way - North Portion of Unnamed Street in Fox Run Industrial Park.

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

6. Resolution 199-21 Weed Abatement Assessment - 1733 1st Ave.

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

7. Resolution 200-21 Weed Abatement Assessment - 308 Brannon Ave.

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

8. Resolution 201-21 Weed Abatement Assessment - 120 Chester Ave.

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

9. Resolution 202-21 Weed Abatement Assessment - 55 N. Uniroyal Rd.

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

10. Resolution 203-21 Weed Abatement Assessment - 310 Pleasant Dr.

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

11. Resolution 204-21 Weed Abatement Assessment - 810 Williamson Ave.

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

12. Resolution 205-21 Special Appropriation to the Opelika Learning Center for the Positive Behavior Dog Pound Program.

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

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance Adopting a Registration and Inspection Program for Residential Rental Properties - 2nd Reading - TABLED.

President Smith stated he believed it was the desire of the council to leave the item on the table. No motion to remove was given. Item remained on the table.

2. Ordinance 015-21-ORD Authorize the Exchange of Real Property to CJCF, LLC - 2nd Reading.

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

3. Ordinance Amend Zoning Ord & Map: Rezone 27,680 SF, 1109 Columbus Parkway - 1st Reading.

President Smith asked for a member of the council to introduce the ordinance. Dr. Lofton introduced the ordinance.

4. Ordinance Amend the Personnel Policies and Procedures Manual to Designate Juneteenth a City Paid Holiday - 1st Reading.

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

15. Appointments

President Smith presented the appointments.

1. Reappoint Debbie Purves to the Historic Preservation Commission. New Term ends 08-19-2024.

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

2. Reappoint Elaine Burton to the Historic Preservation Commission. New Term ends 08-19-2024.

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

3. Reappoint John Marsh to the Historic Preservation Commission. New Term ends 08-19-2024.

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

16. Adjourn

The City Council meeting minutes of August 17, 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 - Optimism, hopefulness and confidence about the future or the successful outcome of something.
 President Smith read the character trait of the month and then asked for a motion to adjourn.
2. Motion to Adjourn.

The council meeting ended at 7:53 pm.

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 5859)**

Meeting: 09/07/21 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 5859

Request by Opelika Main Street for Annual Johnny Ray Classic Event on 10-02-21.

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



August 10, 2021

Dear Russell,

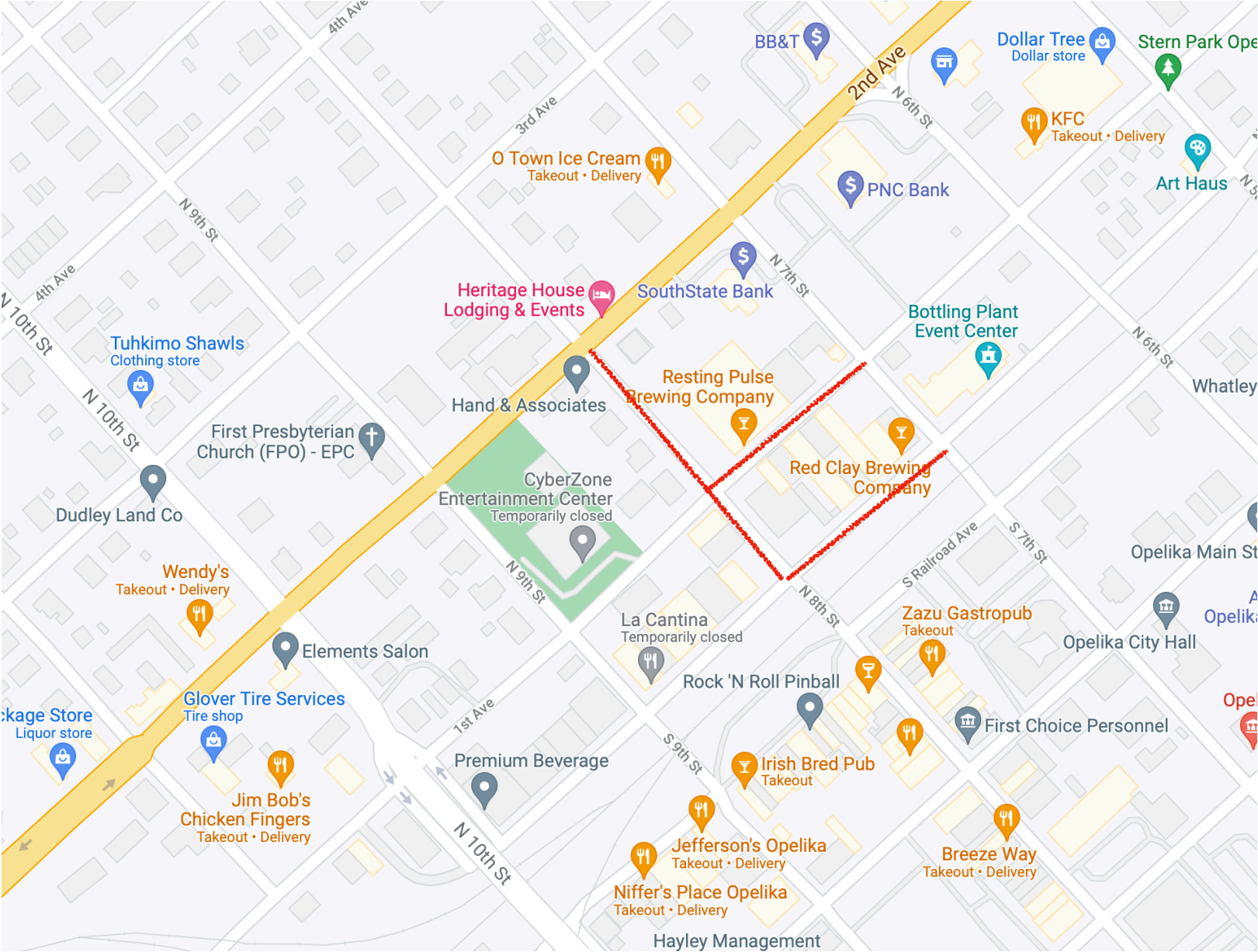
Opelika Main Street is requesting on behalf of the Opelika Bicycle Advisory Committee that the council approve a street closure on October 2 for the annual Johnny Ray Classic event.

- N 8th Street between 2nd Avenue and N Railroad Avenue
- 1st Avenue between N 8th Street and N 7th Street
- N Railroad Avenue between N 8th Street and N 7th Street

Street closures would be in effect from 6AM-7:30AM.

Thank you for your consideration,

Ken Ward
Executive Director, Opelika Main Street



Attachment: Johnny Ray 2021 Street Closure Map (5859 : Request by Opelika Main Street for Annual

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 5855)**

Meeting: 09/07/21 07:00 PM

Department: City Clerk

Category: Request - Use of City ROW

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 5855

Request for Annual Life Chain Event on 10-17-21.

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

The Lee County Life Chain Committee requests permission from Opelika City Council to hold Annual Life Chain on October 17, 2021 from 2:30 till 4 P.M. The committee will form a human chain of persons standing 6-10 ft apart on the right away holding signs that say, “Abortion kills children”, Jesus Heals and Forgives”, Adoption, a Loving Option”, and similar sayings. We will line up at the crossroads of Frederick Road and Gateway Drive from driveway behind the Regions Bank around to Gateway down to driveway past What-a-Burger. We will not block any drives or obstruct business lots that are doing business that day. We will also let businesses know that we will be there that day, so there is no concern of our activity. This is a peaceful, prayerful stand against the evil of abortion in our society.

We follow the guidelines of the National Life Chain Committee: www.lifechain.net

We will again get permission from the Regions and Auburn Bank to park in their lots from approximately 2-4:30 p.m. to allow for check in and dispersing time. And we will set up a table to do check in on the lawn out from Regions. Which we will also ask permission to do. We will make sure there is no trash or supplies left behind when we leave. In fact, we will pick up any trash already there as we leave. We will not block their ATM machines or night deposits drives. We will have members assigned to the task of making sure everyone parks in approved areas.

We normally have about 50-100 participants. We appreciate your previous support of this event. And hope that you will see fit to give permission to continue this tradition of standing up for the sanctity of every human life in our community.

Thank you,

Angela Hamby

Lee County Life Chain Committee



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 09/07/21 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 5857)

DOC ID: 5857 A

Request Alcohol License - Murphy Oil USA Inc DbA Murphy USA 7794, Beer and Wine Off Premise License.

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



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4804)

Meeting: 09/07/21 07:00 PM

Department: Planning

Category: Zoning

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 4804

Public Hearing - Amend Zoning Ord & Map: Rezone 1.26 Acres, 500 Block Rustic Street.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, September 7, 2021, at 7:00 p.m. in the Courtroom of the Opelika 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. _____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

Section 1. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcels of land hereinafter in this section described, so as to change such parcels from one class of district to another class of district as follows, to-wit:

From a R-1 District (Rural District) to a R-3 District (Low-Density Residential District), the parcels of land hereinafter described:

Lots 1, 2, 3, 4 and 5 as shown on the “Harwell Hills Sixth Addition” subdivision plat

recorded in Plat Book 43 at Page 154 on May 27, 2020, at the Lee County, Alabama Courthouse.

The above-described property contains 1.26 acres, more or less, and is located in the 500 block of Rustic Street, Opelika, Alabama.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published 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

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

CITY CLERK

The applicant is requesting rezoning 1.26 acres from R-1 (low density residential) to a R-3 (medium density) zoning district. The rezoning property is on the north side of Rustic Street next to Harwell Hills subdivision. Harwell Hills is about 135 lots in a R-3 zoning district. Eleven other lots with single family homes are also located on the north side of Rustic Street in Harwell Hills and next to the rezoning property. At the April 2020 Planning Commission meeting, the rezoning property was inadvertently approved as a five lot subdivision. The five lots are adjacent to the eleven R-3 lots and the lot sizes and widths of the five lots are like the eleven lots and other lots in Harwell Hills. The five lots approved in April 2020 meet the R-3 requirements ranging in size from 10,700 sf to 12,800 sf. At the July 27th meeting, the Planning Commission (PC) voted 6 to 0 to send a positive recommendation to CC to rezone the property. This rezoning was reviewed with Council at the August 3rd CC WS. A PC Report and map are attached.

COMMENTS - Current Meeting:

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

City of Opelika Planning Commission Report

Action Requested: Rezoning - from R-1 to R-3
1.26 acres (5 lots) accessed from Rustic Street:

Property Owner(s): Holly Keel Properties LLC and Ed Thrash

Current Zoning: R-1

Proposed Zoning: R-3

Existing Land Use: Undeveloped

Surrounding Zoning Districts

And Land Uses:	North	R-1	Undeveloped
	South	R-3	Single-family homes
	East	R-1	Undeveloped
	West	R-3	Single-family homes

The properties adjacent to 1.26 acre rezoning property are in a R-1 and R-3 zoning district. On the south, east, and west side is Harwell Hills subdivision zoned R-3; Harwell Hills has about 135 single family homes; the lot sizes range from 11,400 sf to 17,000 sf. A 21 acre undeveloped parcel is north and east of the rezoning property in a R-1 zone (1 acre minimum lot size). At the center of the 21 acres is a 2.4 acre pond; adjacent to the pond are different elevations that limits subdividing the 21 acres. The 1.26 acre rezoning property borders the 21 acre property on the south side. The elevations of the rezoning property are the same as the Harwell Hills lots allowing the 1.26 acres to subdivide into smaller lots.

The rezoning property is located on the north side of Rustic Street next to the Harwell Hills subdivision. (See Zoning Map next page.) Eleven other lots with single family homes are also located on the north side of Rustic Street, next to the rezoning property and Harwell Hills subdivision. (Dunlop Drive separates the eleven lots from the 5 rezoning lots.) At the April 2020 Planning Commission meeting, the rezoning property was inadvertently approved as a five lot subdivision. The mistake occurred because the five lots are adjacent to the eleven R-3 lots on the north side of Rustic Street, and the lot sizes and widths of the five lots are similar in size and shape as the eleven lots and other lots in Harwell Hills. The April 2020 plat that was approved was titled "Harwell Hills SD, Sixth Addition" so the plat was reviewed as an addition to the existing 135 lots in Harwell Hills. The step to rezone for the five lots from R-1 to R-3 was overlooked. The five lots approved in April 2020 meet

the R-3 requirements concerning minimum lot size and lot width; the five lots range in size from 10,700 sf to 12,800 sf; lot width 75 feet to 93 feet. The two petitioners for this rezoning are the owners of the five lots; they desire to construct a single family home on each lot like other homes in Harwell Hills.

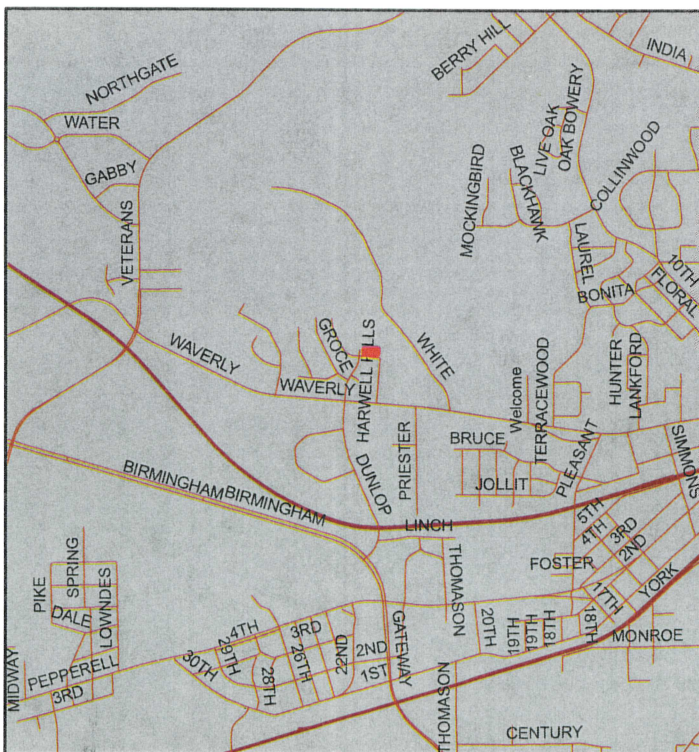
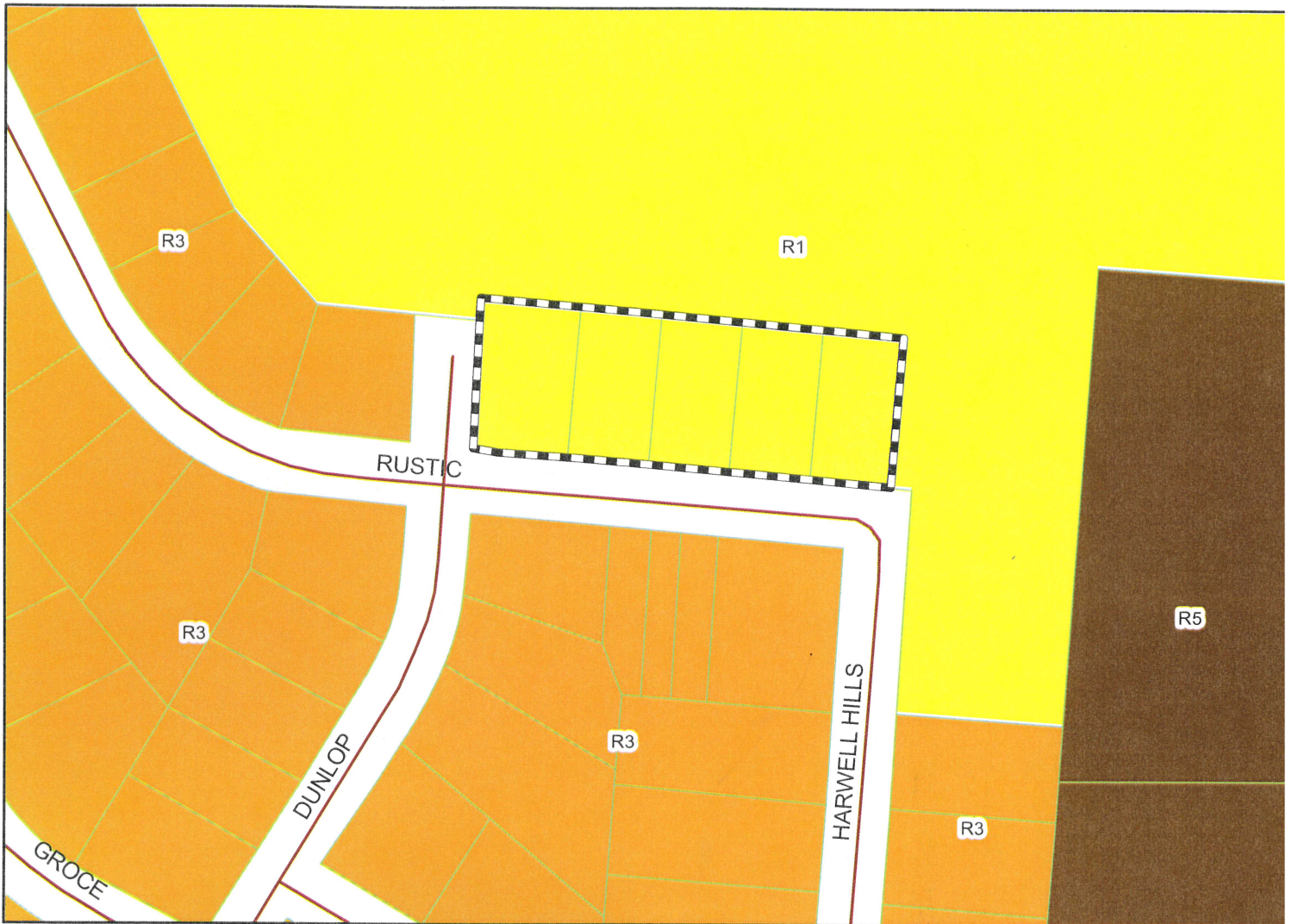
Staff Recommendation

Planning Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the property from R-1 to R-3.

At the July 27th meeting, the Planning Commission voted 6 to 0 to send a positive recommendation to City Council to approve the rezoning of the 1.26 acres from R-1 to R-3.



KEEL AND THRASH REZONING 531, 525, 517, 511, 505 RUSTIC STREET R-1 TO R-3



The petitioners are requesting approval to rezone five lots. The adjacent properties on the south and west side are in the Harwell Hills subdivision (135 lots) and zoned R-3. Single family homes will be constructed on the lots similar in size as the homes in Harwell Hills.



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.

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 4835)**

Meeting: 09/07/21 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: William May

Initiator: Lillie Finley

Sponsors:

DOC ID: 4835

Public Hearing - Weed Abatement Assessment - 313 S 3rd St.**COMMENTS - Current Meeting:**

Mr. Jones presented the public hearing. President Smith opened the public hearing and asked if anyone present would like to speak for or against said weed abatement. No one came forward to speak. President Smith closed the public hearing.

To: Annie P Jones
 PO BOX 62
 Hurtsboro, Al 36860

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 313 South 3rd Street Parcel 10-03-08-3-000-022.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 313 South 3rd Street., 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 \$106.42.

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 7th day of September, 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 17th day of August, 2021.

 William May
 Code Compliance Officer

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



Revenue Department

204 South 7th Street • P.O. Box 390

Opelika, AL 36803-0390

(p) 334-705-5160 or 334-705-5162

WEED ABATEMENT INVOICE

Date: August 17, 2021

To: Annie P. Jones
PO Box 62
Hurtsboro, AL 36860

Property Address: 313 South 3rd Street
Opelika, AL 36801

Parcel # 10-03-08-3-000-002.000

On 6/4/2021, 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 7/23/2021. Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a 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.

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

Cost of Abatement: \$ 92.50

Certified Mail: \$13.92

Regular Mail:

Total: \$106.42

Attachment: Weed Abatement Invoice Notice New 313 South 3rd Street (4835 : Public Hearing - Weed Abatement Assessment - 313 S 3rd St.)





City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 206-21

Meeting: 09/07/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 5843

New Police Department Training Facility - PD.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for the New Police Department Training Facility for the Police Department; and

WHEREAS, E Marshall Ltd. submitted the lowest bid meeting specifications; and

WHEREAS, funding for this project will come from the Future Capital Projects fund;

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

1. That the contract be awarded to E Marshall Ltd. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to E Marshall Ltd. in the total amount of \$422,000.00.
3. That the Controller be authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

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

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

ATTEST:

Russell A. Jones
City Clerk

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

FACT SHEET

SUBJECT: Sealed Bid – Bid #21019 – We are asking the Council to approve a contract for the New Police Department Training Facility

FACTS:

- Bid opening date – 8/2/21
- User Department – Police
- The bid was mailed to 11 vendors
- 5 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to E Marshall Ltd. on their low bid meeting specifications in the amount of \$422,000.00.**

[illegible]



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 207-21

Meeting: 09/07/21 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 5844

Bridge Replacement on (CR-63) North Uniroyal Road Over Halawakee Creek - ENG.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for the Bridge Replacement on (CR-63) North Uniroyal Road over Halawakee Creek for the Engineering Department; and

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

WHEREAS, funding for this project will come from Unassigned Funds;

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

1. That the contract be awarded to Newell & Bush, Inc. on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Newell & Bush, Inc. in the total amount of \$1,896,619.94.
3. That the Controller be authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

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

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

ATTEST:

Russell A. Jones
City Clerk

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

FACT SHEET

SUBJECT: Sealed Bid – Bid #21020 – We are asking the Council to approve a contract for the Bridge Replacement on (CR-63) North Uniroyal Road over Halawakee Creek

FACTS:

- Bid opening date – 8/26/21
- User Department – Engineering
- The bid was mailed to 22 vendors
- 1 bid was received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Newell & Bush, Inc. on their sole bid meeting specifications in the amount of \$1,896,619.94.**

BID TABULATION

Project Name: Bridge Replacement on (CR-63) North Uniroyal Road over Halawakee Creek (Bid #21020)

Client Name: City of Opelika, Alabama

Bid Date: Thursday, August 26, 2021 @ 2:00 P.M.

Newell & Bush, Incorporated

Montgomery, Alabama

ITEM	NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	201A-002	CLEARING & GRUBBING (MAXIMUM ALLOWABLE BID \$4,000 PER ACRE) (APPROXIMATELY 1 ACRE)	1	LS	\$ 4,000.00	\$ 4,000.00
2	206A-000	REMOVAL OF OLD BRIDGE, STATION 14+69	1	LS	\$ 9,500.00	\$ 9,500.00
3	206D-000	REMOVING PIPE	30	LF	\$ 22.00	\$ 660.00
4	206D-003	REMOVING CURB & GUTTER	115	LF	\$ 22.00	\$ 2,530.00
5	206E-000	REMOVING HEADWALL	3	EACH	\$ 550.00	\$ 1,650.00
6	210A-000	UNCLASSIFIED EXCAVATION	5402	CY	\$ 3.30	\$ 17,826.60
7	210D-021	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-4 OR BETTER)	954	CY	\$ 22.00	\$ 20,988.00
8	214A-000	STRUCTURE EXCAVATION	76	CY	\$ 11.00	\$ 836.00
9	214B-001	FOUNDATION BACKFILL, COMMERCIAL	33	CY	\$ 82.50	\$ 2,722.50
10	230A-000	ROADBED PROCESSING	3	RBDST	\$ 1,100.00	\$ 3,300.00
11	243A-034	GEOSYNTHETIC REINFORCEMENT FOR SOFT SOIL STABILIZATION, TYPE 2	1476	SY	\$ 8.80	\$ 12,988.80
12	301A-025	CRUSHED AGGREGATE BASE COURSE, TYPE B, ROAD MIXED, 6" COMPACTED THICKNESS	1611	SY	\$ 22.00	\$ 35,442.00
13	305B-074	DRAINAGE PLANE, SECTION 822	640	TON	\$ 55.00	\$ 35,200.00
14	401A-000	BITUMINOUS TREATMENT A	1611	SY	\$ 1.10	\$ 1,772.10
15	405A-000	TACK COAT	263	GAL	\$ 8.80	\$ 2,314.40
16	407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	1	MILE	\$ 385.00	\$ 385.00
17	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	991	SY	\$ 17.75	\$ 17,590.25
18	424A-340	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	212	TON	\$ 212.00	\$ 44,944.00
19	424B-635	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	174	TON	\$ 199.00	\$ 34,626.00
20	424B-665	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	174	TON	\$ 199.00	\$ 34,626.00
21	430B-016	AGGREGATE SURFACING (ALDOT #467, #57, OR #67)	20	TON	\$ 88.00	\$ 1,760.00
22	505A-002	STEEL TEST PILES (HP 12 X 53)	1	EACH	\$ 1,500.00	\$ 1,500.00
23	505G-006	PILE POINTS (TYPE B, 12")	18	EACH	\$ 300.00	\$ 5,400.00
24	505M-002	STEEL PILING FURNISHED AND DRIVEN (HP 12 X 53)	1556	LF	\$ 92.00	\$ 143,152.00
25	507A-002	WIRE ROPE ABUTMENT ANCHOR ASSEMBLY (MODIFIED)	2	EACH	\$ 3,573.04	\$ 7,146.08
26	511A-000	ELASTOMERIC BEARINGS TYPE 1	26	EACH	\$ 108.00	\$ 2,808.00
27	512A-025	PRECAST CONCRETE ABUTMENT CAPS, 48'-6" LONG & 1'-9" DEEP	2	EACH	\$ 7,376.00	\$ 14,752.00
28	512C-004	PRECAST CONCRETE TYPE 1 SPAN SECTION, 3'-6" WIDE BY 1'-9" DEEP BY 34'-0" LONG	10	EACH	\$ 4,758.50	\$ 47,585.00
29	512E-006	PRECAST CONCRETE ABUTMENT PANELS, TYPE A1 (MODIFIED)	14	EACH	\$ 369.50	\$ 5,173.00
30	512F-000	PRECAST CONCRETE WING PANELS, TYPE W1	4	EACH	\$ 532.18	\$ 2,128.72
31	512F-008	PRECAST CONCRETE WING PANELS, TYPE W6	4	EACH	\$ 1,886.34	\$ 7,545.36
32	512F-009	PRECAST CONCRETE ABUTMENT PANELS, TYPE A6 (MODIFIED)	14	EACH	\$ 1,241.32	\$ 17,378.48
33	512G-000	PRECAST CONCRETE ABUTMENT WING CAP PANELS	4	EACH	\$ 600.00	\$ 2,400.00
34	512L-000	PRECAST REINFORCED CONCRETE GIRDER (SPECIALTY ITEM) STATION 14+52 - 14+86 LT	1	EACH	\$ 6,164.55	\$ 6,164.55
35	512L-001	PRECAST REINFORCED CONCRETE GIRDER (SPECIALTY ITEM) STATION 14+52 - 14+86 RT	1	EACH	\$ 6,164.55	\$ 6,164.55
36	533A-100	30" STORM SEWER PIPE (CLASS 3 R.C.)	104	LF	\$ 137.50	\$ 14,300.00
37	600A-000	MOBILIZATION	1	LS	\$ 135,500.00	\$ 135,500.00
38	608A-000	SEPARATION GEOTEXTILE	1476	SY	\$ 5.50	\$ 8,118.00
39	610C-001	LOOSE RIPRAP, CLASS 2	357	TON	\$ 66.00	\$ 23,562.00
40	610D-003	FILTER BLANKET, GEOTEXTILE	284	SY	\$ 6.60	\$ 1,874.40
41	619A-103	30" SIDE DRAIN END TREATMENT, CLASS 1	1	EACH	\$ 1,500.00	\$ 1,500.00
42	621C-027	INLETS, TYPE C	1	EACH	\$ 5,000.00	\$ 5,000.00
43	621D-002	INLET UNITS, TYPE C	1	EACH	\$ 1,000.00	\$ 1,000.00
44	623A-003	CONCRETE GUTTER (4'0" WIDE)	24	LF	\$ 55.00	\$ 1,320.00
45	623C-000	COMBINATION CURB & GUTTER, TYPE C	160	LF	\$ 45.00	\$ 7,200.00
46	630A-001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	227	LF	\$ 55.00	\$ 12,485.00
47	630A-050	STEEL BEAM GUARDRAIL, CLASS A, TYPE 4	68	LF	\$ 110.00	\$ 7,480.00
48	630C-001	GUARDRAIL END ANCHOR, TYPE B	2	EACH	\$ 1,650.00	\$ 3,300.00
49	630C-050	GUARDRAIL END ANCHOR, TYPE 20 SERIES	2	EACH	\$ 5,500.00	\$ 11,000.00

Newell & Bush, Incorporated

Montgomery, Alabama

ITEM	NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
50	645K-500	MANHOLE FRAME AND COVER RESET	3	EACH	\$ 200.00	\$ 600.00
51	650A-000	TOPSOIL	100	CY	\$ 55.00	\$ 5,500.00
52	652A-100	SEEDING	1	ACRE	\$ 1,440.00	\$ 1,440.00
53	656A-010	MULCHING	1	ACRE	\$ 1,440.00	\$ 1,440.00
54	659C-001	EROSION CONTROL PRODUCT, TYPE S3	613	SY	\$ 2.10	\$ 1,287.30
55	659C-005	EROSION CONTROL PRODUCT, TYPE C4	45	SY	\$ 3.60	\$ 162.00
56	659C-007	EROSION CONTROL PRODUCT, TYPE C8	45	SY	\$ 8.25	\$ 371.25
57	665A-000	TEMPORARY SEEDING	1	ACRE	\$ 1,235.00	\$ 1,235.00
58	665B-001	TEMPORARY MULCHING	3	TON	\$ 412.00	\$ 1,236.00
59	665I-000	TEMPORARY RIPRAP, CLASS 2	124	TON	\$ 82.50	\$ 10,230.00
60	665J-002	SILT FENCE	1450	LF	\$ 5.40	\$ 7,830.00
61	665O-001	SILT FENCE REMOVAL	1450	LF	\$ 2.20	\$ 3,190.00
62	665Q-002	WATTLE	320	LF	\$ 12.75	\$ 4,080.00
63	680A-001	GEOMETRIC CONTROLS	1	LS	\$ 22,000.00	\$ 22,000.00
64	698A-000	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$26,000)	1	LS	\$ 20,000.00	\$ 20,000.00
65	701A-227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1	MILE	\$ 3,850.00	\$ 3,850.00
66	701A-230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1	MILE	\$ 3,850.00	\$ 3,850.00
67	701B-205	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE	100	LF	\$ 2.20	\$ 220.00
68	701C-001	SOLID TEMPORARY TRAFFIC STRIPE	2	MILE	\$ 1,320.00 *	\$ 2,640.00
69	701G-144	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE	68	LF	\$ 6.60	\$ 448.80
70	701G-152	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	68	LF	\$ 6.60	\$ 448.80
71	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2 TYPE A	388	SF	\$ 5.50	\$ 2,134.00
72	703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	45	SF	\$ 5.50	\$ 247.50
73	703H-000	OMITTED	0	0		
74	705A-037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	15	EACH	\$ 11.00	\$ 165.00
75	705A-038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	11	EACH	\$ 11.00	\$ 121.00
76	710A-160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	8	SF	\$ 30.80	\$ 246.40
77	710B-021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	26	LF	\$ 16.50	\$ 429.00
78	711A-000	ROADWAY SIGN RELOCATION	1	LS	\$ 1,320.00	\$ 1,320.00
79	730H-001	LOOP WIRE	400	LF	\$ 3.91	\$ 1,564.00
80	740B-000	CONSTRUCTION SIGNS	196	SF	\$ 10.80	\$ 2,116.80
81	740C-000	SPECIAL CONSTRUCTION SIGNS	36	SF	\$ 10.80	\$ 388.80
82	740D-000	CHANNELIZING DRUMS	50	EACH	\$ 51.75	\$ 2,587.50
83	740F-002	BARRICADES, TYPE III	8	EACH	\$ 220.00	\$ 1,760.00
84	740I-002	WARNING LIGHTS, TYPE B	4	EACH	\$ 258.00	\$ 1,032.00
85	741C-010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	1	EACH	\$ 2,700.00	\$ 2,700.00
86	W1	8-INCH DUCTILE IRON WATER MAIN LAID	40	LF	\$ 550.00	\$ 22,000.00
87	W2	CONNECTION TO EXISTING 24-INCH WATER MAIN	2	EACH	\$ 27,500.00	\$ 55,000.00
88	W3	24-INCH DUCTILE IRON WATER MAIN LAID	300	LF	\$ 1,650.00	\$ 495,000.00
89	W4	8-INCH GATE VALVE WITH FOSTER ADAPTORS AND VALVE BOX	2	EACH	\$ 8,800.00	\$ 17,600.00
90	W5	24-INCH BUTTERFLY VALVE WITH FOSTER ADAPTORS AND VALVE BOX	4	EACH	\$ 22,000.00	\$ 88,000.00
91	W6	8-INCH DUCTILE IRON FLAP VALVE	1	EACH	\$ 8,800.00	\$ 8,800.00
92	W7	36-INCH STEEL ENCASEMENT (0.375") WITH SPACER AND END SEALS	80	LF	\$ 1,320.00	\$ 105,600.00
93	W8	CONCRETE FOR CROSS ANCHORS	10	CY	\$ 2,750.00	\$ 27,500.00
94	W9	COMPACT DUCTILE IRON FITTINGS	6500	LBS	\$ 27.50	\$ 178,750.00
95	W10	8-INCH CONCRETE PIPE END TREATMENT FOR BLOW-OFF LINE	1	EACH	\$ 900.00	\$ 900.00
		TOTAL BID:			**	\$ 1,896,619.94

* Extension Amount Corrected from Bid Form

** Total Bid Amount Corrected from Bid Form

CERTIFIED TRUE AND CORRECT:


Matthew E. Hawes
Ala. Reg. P.E. #31622

RESOLUTION NO. 208-21

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
-----	-----	-----
Tara Bryan	Municipal Court	\$106.28
Denise Rogers	Municipal Court	\$106.28
Heather Daniel	Municipal Court	
\$206.64		
Cindy Boyd	Accounting	\$293.49
Leigh Krehling	Community Relations	
\$537.60		

-) 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

NAME	DEPARTMENT	PERIOD ENDING
Tara Bryan	Probation	

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

[illegible]

NUMBER OF DAYS AWAY FROM HOME	4
NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS	0
% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS	0
NATURE OR PURPOSE OF TRAVEL	American Probation and Parole Association Conf
METHOD OF REIMBURSEMENT	

Snail Mail-Probation

Sam
SIGNATURE

APPROVED BY

ITEMIZED BUSINESS MEALS				
DATE	NAME OF PERSON(S) DINING;	TIME	PLACE	AMOUNT
			Agree to P.O.	
			Exis Verified	
			Footing Verified	
			Inv. Price Bldg Price	
			OK To Pay	
			ADS # Verified	

ITEMIZED AUTOMOBILE EXPENSES		ITEMIZED MISCELLANEOUS EXPENSES		
DATE	\$, PARKING, REPAIRS, ETC	DATE	ITEMS	AMOUNT
22 Aug	94.9 miles x 0.560			
26 Aug	94.9 miles x 0.560			
	Mileage From Muni Court to ATL Airport			

NAME

ITEMIZED AUTOMOBILE EXPENSES		ITEMIZED MISCELLANEOUS EXPENSES	
DATE	DESCRIPTION	DATE	DESCRIPTION
27-Aug	94.9 miles x 0.560		
26-Aug	94.9 miles x 0.560		
	Mileage from Muri Court to ATL Airport		

MAIL TO:

APPROVED BY

NAME _____

[illegible]

100

APPROVED BY

[illegible]

ITEMIZED AUTOMOBILE EXPENSES		
DATE	DESCRIPTION	AMOUNT
9 Jul	Parking, repairs, etc. 123 miles x 0.560	\$ 68.88
16 Jul	" 123 miles x 0.560	\$ 68.88
23 Jul	" 123 miles x 0.560	\$ 68.88

Attachment: Expense Reports 9-7-21 (208-21 : Expense Reports from Various Departments.)

8/14/2021

Accounting 1800

DEPARTMENT

Cindy Boyd

NAME

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

DATE		CITY AND STATE	TRANSPORTATION					BUSINESS MEALS			MISC EXPENSES Itemize Below	DAILY TOTAL
			LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below				
								BREAKFAST	LUNCH	DINNER		
8/11/2021		Orange Beach, AL, 256 x .56									\$ 143.36	\$ 143.36
8/14/2021		Orange Beach, AL, 256 x .56									\$ 143.36	\$ 143.36
8/11/2021		Orange Beach, AL							\$ 6.77		\$ 6.77	6.77
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ED BUSINESS MEALS				
DATE	PERSON(S) DINING;	TIME	PLACE	AMOUNT
			Agreed to P.O.	
			Ckts. Verified	
			Footings Verified	
			Inv. Price Bio Price	
			Ok To Pay	
			AC Verified	

AUTOMOBILE EXPENSES		
DATE	\$, PARKING, REPAIRS, ETC	AMOUNT
11-Aug	Mileage to Orange Beach, AL .56	\$ 143.36
14-Aug	Mileage from Orange Beach, AL .56	\$ 143.36

NUMBER OR DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL

0

% OF TOTAL DAYS AWAY FOR PERSONAL

NATURE OR PURPOSE OF TRAVEL

GFOAA Conference

METHOD OF REIMBURSEMENT

MAIL TO:

Cindy Boyd

SIGNATURE

APPROVED BY _____

13.1.a

Attachment: Expense Reports 9-7-21 (208-21 : Expense Reports from Various Departments.)

PAYABLE TO: Leigh Krehling DEPT: Comm Relations DATE: 9/2/2021
Address or Send Check to: Mayor's office

PERSONAL REIMBURSABLE PURCHASES ONLY

Date	VENDOR #	DESCRIPTION	CATEGORY	AMOUNT
8/28 - 9/1/2021	99999	NIOA Conference, Clearwater, FL	Travel	
MILEAGE (ATTACH MAP)	MILES	960.00	RATE/MILE	0.560
			TOTAL	\$ 537.60

Vendor #:	<u>99999</u>	Org Object:	<u>00011160 030001</u>	Amt:	\$	537.60
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[illegible]

SIGNATURE

APPROVED BY [Signature]
Department Head Signature

Additional Notes:

CATEGORY EXAMPLES:

ADVERTISING	FEES	POSTAGE	SERVICES	UNIFORM CLEANING
DUES/MEMBERSHIPS	FUEL	PRINTING/BINDING	SUPPLIES	
EDUCATION	MISC	PUBLICATIONS	TRAVEL	

Attachment: Expense Reports 9-7-21 (208-21 : Expense Reports from Various Departments.)

RESOLUTION NO. 209-21

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	2008 Ford F-250 Super Duty Ext. Cab VIN 1FDNF21578EB24383	87002488
2.	4	Lot	(4) Rolling Office Chairs	NA

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. 210-21

Approve City Budget for FY 2022.

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

RESOLUTION NO. _____-2021

ADOPTION OF ANNUAL BUDGET FOR FY 2021-2022

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

(1) That, for the purpose of financing the conduct of affairs of the City of Opelika, Alabama, during the fiscal year beginning October 1, 2021, and ending September 30, 2022, inclusive, the Budget of the City's expenses for such period be and the same is hereby approved and adopted as the official Annual budget of the City of Opelika, Alabama:

(2) That the amounts in the following report are appropriated to such uses, and authority is hereby granted to the Mayor to approve the expenditure of the amounts shown, for the purposes indicated.

(3) That the City Treasurer is authorized to make the appropriate disbursements upon receipt of approval from the Mayor.

(4) That the Mayor is hereby authorized to make adjustments to budgeted expense amounts between accounts within the various departments as necessitated by changing requirements and compliance with Generally Accepted Accounting Principles.

(5) The City budgets a fixed amount for merit salary increases. After performance reviews are completed in November, the salary budgets in each department are reviewed for accuracy. Adjustments to the budget must be approved by the Mayor provided the adjustment shall not increase total budgeted salary increases within the General Fund.

(6) That the Mayor is hereby authorized to increase budgeted expenditures for Parks and Recreation special programs, fire training, money or receipts from sale of property condemned from Court proceedings, profit oriented activities, and donations, up to an amount equal to the additional revenue created by the program, activity, condemnation or donation.

(7) That the Mayor is hereby authorized to increase budgeted expenditures of the 2021-2022 Budget by the amount necessary to honor the contracts in progress at September 30, 2021.

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

(8) That the Mayor is hereby authorized to increase appropriated amounts from unassigned fund balance of the various funds by the amount of any unbudgeted payment, contract or bid for which the Council of the City of Opelika, Alabama, by resolution, ordinance or notation in the minutes of the Council meetings has indicated approval.

(9) That the Mayor is hereby authorized to transfer to the sick and vacation pay accounts of the various departments the amounts due to retiring employees, from the Mayor's sick pay account, up to the amount budgeted in the Mayor's sick pay account.

(10) That the Mayor is hereby authorized to reclassify for proper recording, control, management and financial reporting items designated in the budget as fixed assets, if subsequent to the adoption of this budget it is determined that such items do not meet the financial reporting requirements for classification as a fixed asset. Provided this adjustment shall not increase total budgeted expenditures.

(11) That the Mayor is hereby authorized to adjust the budget as necessary to transfer to or from the City's Capital Outlay accounts in amounts of less than \$15,000. Provided such adjustment shall not increase total budgeted expenditures.

(12) That the Mayor is hereby authorized to adjust the budget as necessary for cost variances up to an amount equal to ten percent of a budgeted fixed asset (Capital Outlay) item's cost, but not more than \$15,000 for any budgeted fixed asset (Capital Outlay). Provided this adjustment shall not increase total budgeted expenditures.

(13) That the Mayor is hereby authorized to transfer to education and seminar accounts of the various departments the amounts spent for the employee educational assistance program, from the Mayor's Education Assistance account, up to the amount budgeted in the Mayor's Education Assistance account.

(14) That the Mayor is hereby authorized to transfer to the salary accounts of the various departments the amounts determined appropriate by the Mayor for an Employee Awards Program, from the Mayor's Employee Awards account, up to \$10,000.

(15) That the Mayor is hereby authorized to reclassify for proper recording, control, management and financial reporting and adjust the budget for items on the City Administrator's Capital Outlay list from Administration Capital Equipment to the appropriate account to meet the financial reporting requirements for classification as a fixed asset. Provided this adjustment shall not increase total budgeted capital expenditures. (see attachment A)

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

(16) In 2018, the City Council authorized the Telecom Fund to borrow from the Electric Fund a sum not to exceed the maximum sum of thirteen million, two hundred thousand dollars (\$13,200,000) (the "Telecom Loan") with a continual fixed interest rate of 2.62%. Interest on the unpaid principal balance is accrued and paid annually until maturity on September 30, 2038 or until the loan is repaid in full prior to that date. The outstanding balance of the Telecom Loan as of September 1, 2021 is \$8,612,478. On October 16, 2018, the City and Point Broadband entered into a Purchase Asset Agreement pursuant to which Point Broadband agreed to purchase substantially all of the City's assets used or held in connection with the City's telecom system. Point Broadband agreed to pay the City at closing the sum of \$14,175,000 for said assets. In addition to the above amount, beginning on the 25th month after the closing date and continuing for ten (10) years, Point Broadband agreed to pay the City an amount equal to 3.5% of its gross annual revenues each calendar year as revenue to the City. The closing of the above-referenced transaction was concluded on November 8, 2018. Beginning December, 2020, the revenue-sharing payments (3.5% of annual gross revenues) received by the City from Point Broadband have been applied to the outstanding balance of the Telecom Loan. The Mayor, Treasurer, and Controller are hereby authorized to transfer such funds and to make such accounting entries as shall be necessary to carry out the transactions approved herein.

Adopted and Approved this the _____ day of _____, 2021.

ATTEST:

Russell Jones
City Clerk

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

Attachments:

Exhibit A - Capital Outlay Expenditures for 2022

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Table of Contents

Introductory Section:

Budget Resolution	1
Table of Contents	4
Introductory Letter	8
Organizational Chart	19
Officials of the City of Opelika	20

Budget Section:

Budget summary - All Budgeted Funds	23
General Fund:	27
Revenues	28
General Government:	
Mayor	33
Administration	33
Legal - City Attorney	33
Legislative - City Clerk	33
Other:	
Revenue	34
Accounting	34
Information Technologies	34
Judicial	34
Human Resources Administration	35
Planning	35
Purchasing	35
Community Relations	35
Nondepartmental	36

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Table of Contents

Budget Section: (continued)

General Fund: (continued)

Public Safety:

Police 38

Fire 38

Other:

Nondepartmental 38

Public Works:

Highways and Streets 41

Engineering 41

Other:

Administration 41

Cemetery 41

Automotive Shop 42

Grounds Maintenance 42

Building Maintenance 42

Sign Shop 42

Inspection 42

Health:

Animal Control 44

Mobile Clinic 44

COVID-19 44

Other:

Nondepartmental 44

Welfare:

Other:

Nondepartmental 46

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Table of Contents

Budget Section: (continued)

General Fund: (continued)

Culture and Recreation:

Parks and Recreation

48

Library

48

Other:

Nondepartmental

48

Economic Development

50

Nondepartmental

50

Education

51

Capital Outlay

52

Debt Service

52

Other Financing Sources and Uses

54

Performance Charts and Graphs

56

Special revenue funds:

School Property Tax Fund

59

Lodging Tax Fund

60

Four Cent Gasoline Tax Fund

61

Seven Cent Gasoline Tax Fund

62

State Gasoline Tax, Rebuild Alabama

63

Capital Improvement Fund

64

Workman's Compensation Insurance

65

Health Insurance Fund

66

Lee County Road Mainenance Fund

67

Sportsplex Fund

68

Garden Hills Cemetery Trust Fund

69

Rosemere Cemetery Fund

70

HUD Entitlement Grant Fund Program Year 2020

71

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Table of Contents

Budget Section: (continued)

Capital Projects Funds:

Opelika Corrections Fund	73
Committed to Road Construction Fund	74
Future Capital Improvements, Roads, Buildings, Other	75

Proprietary Funds:

Enterprise Funds:

Electric Utility Fund	77
Telecommunications Fund	79
1965 Sewer System Fund	81
Solid Waste Collection Fund	83

Capital Outlay Section:

General Fund	86
--------------	----

Proprietary Funds:

Enterprise funds:

Electric Utility Fund	87
1965 Sewer system Fund	87
Solid Waste Collection Fund	87

Human Resources Section (List of Positions):

General Fund	89
--------------	----

Enterprise Funds:

Electric Utility Fund	96
1965 Sewer System Fund	97
Solid Waste Collection Fund	97

Capital Requests FY 2021	98
--------------------------	----

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

August 17, 2021

Honorable Mayor and members of the Council of the City of Opelika:

The Annual Budget report of the City of Opelika for the fiscal year ending September 30, 2022, is hereby submitted. This report includes a budget for the General Fund, Seven Cent Gasoline Tax Fund, Four Cent Gasoline Tax Fund, other special funds, grant funds, construction funds and enterprise funds. The debt service funds and the trust and agency funds are not included in this report since indenture requirements and General Fund appropriations supply adequate controls over the transactions of these funds.

The governmental budgets in the previous paragraph provide for a full range of services. These services include police and fire protection, the construction and maintenance of highways, streets and infrastructure, recreational activities and cultural events. In addition to these tax supported general government activities, the government provides for additional services based on user service charges. These enterprise fund services are included in the budgets for the Electric Utility Fund, the 1965 Sewer System Fund, and the Solid Waste Collection Fund.

The budgets for the Opelika School System, Opelika Housing Authority, Opelika Industrial Development Authority, Downtown Redevelopment Authority, Main Street, Incorporated, Indian Pines Recreation Authority, Incorporated, Medical Clinic Board, Lee/Russell Council of Governments, Ambulance Advisory Board, and the Utilities Board of the City of Opelika are not approved by the Mayor and Council. The budgets for these organizations are excluded from this report.

BUDGETARY PROCESS

At the beginning of May, the Finance Department begins preparation for the next fiscal year budget. Instructions are issued for budget preparation to each department within the government. The instructions issued by the Finance Department are prepared in accordance with guidelines set by the Mayor. Each department head submits his budget request to the Finance Department during the month of May. The Finance Department reviews each request for completeness and compliance with budget instructions and generally accepted accounting principles. The Mayor, as he determines necessary, reviews and adjusts each department's budget requests. In August, the Mayor presents his proposed budget to the City Council. The City Council, as it determines necessary, reviews and adjusts the budget proposed by the Mayor. The City Council then requests the final budget be presented to the Mayor and City Council. The City Council holds any hearings it feels necessary to further discuss the budget. By the last City Council meeting in September, the new budget for the coming year is adopted.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

BACKGROUND INFORMATION

The City of Opelika, located in east central Alabama, is a modern, well established city with a population of approximately 32,000. The records indicate that the first settlers signed a treaty with the Creek Indians in 1832. Since being chartered in 1854, Opelika has enjoyed steady growth, and today is a well - balanced city of industry, commerce, and trade.

Opelika borders the City of Auburn, to the southwest (population 66,000) the home of Alabama's largest university, Auburn University. The two cities combined, serve the employment, health care, shopping, and entertainment needs of a six county region.

REVENUE PROJECTIONS/FORECASTS

A financial forecast is a fiscal management tool that presents estimated information based on past, current and projected financial conditions. This helps the City to identify future revenue and expenditure trends. The City of Opelika reviews and updates the revenue forecast annually using an objective approach that seeks to estimate revenues as accurately as possible while remaining on the conservative side. This is accomplished by an examination of historical data and other relevant economic conditions such as industry growth and population changes.

Under normal conditions, the City of Opelika's revenue forecast assumes that Opelika will continue to grow at rates equal to the last few years. This assumption is based on known growth/expansion of businesses/industries in the area as well as the number of housing subdivisions and apartments currently under construction. At the end of March 2020, the City was showing growth in all areas including shopping centers and restaurants. At the beginning of April 2020 the City experienced a slow down due to the COVID-19 pandemic. With cancellations of many local events, some tax revenues have only just returned to normal in July 2021. As of September 1, most of the tax revenues have returned to normal monthly amounts except for Lodging and Gas Tax. Overall the City did not see a decrease in revenue from other sources.

In 2021, actual revenues in several categories are projected to be greater than budget and prior year. Total General Fund revenue shows an increase in 2020 of 5.31% from 2019. In 2021, revenues are showing an increase of 8.63% above 2020. The following charts show trends of actual revenues compared to the average of the past 10 year period for the City's major revenue categories. These revenue categories include general sales and use tax, occupational license fees, business license fees and gasoline tax for the fiscal years ending September 30, 2021.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

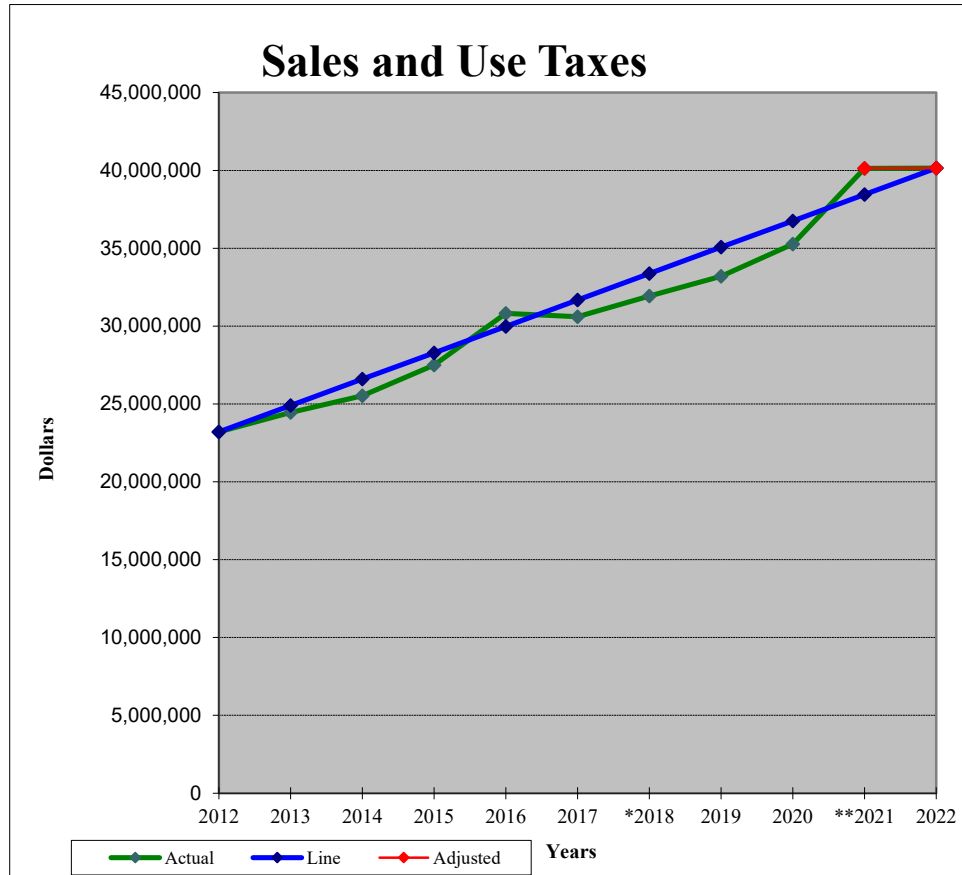
The City of Opelika's 4% sales and use tax revenue forecast for fiscal year ending September 30, 2021, is \$40,139,541. This is an increase of \$4,869,763 from FY 2020. Since this revenue includes stimulus money given to individuals by the Federal Government during the COVID-19 pandemic, the 2022 budget will only have a nominal increase. The sales tax revenue estimate includes a 1/2% tax rate increase enacted in 2003, which is projected to be approximately \$5,018,223 in 2022. The 1/2% of 3% sales tax is used to fund the appropriation to the City Schools, appropriation to the Justice Center, and the appropriation for payment of the Sportsplex Center debt. The sales tax projection for 2022 includes 1% that was enacted in August of 2011. The 1% Sales Tax Increase is projected to be \$10,036,446 in 2022 and it is used to fund debt service for the high school renovation and other future infrastructure and road construction projects.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022



Year	Sales Tax Actual	10 Year Average Line	Sales Tax Actual % Increase
2012	23,206,110	23,206,110	
2013	24,454,096	24,900,077	5.38%
2014	25,531,042	26,594,045	4.40%
2015	27,505,938	28,288,012	7.74%
2016	30,819,261	29,981,979	12.05%
2017	30,607,218	31,675,947	-0.69%
*2018	31,932,838	33,369,914	4.33%
2019	33,199,154	35,063,881	3.97%
2020	35,269,778	36,757,848	6.24%
**2021	40,139,541	38,451,816	13.81%
2022	40,145,783	40,145,783	0.02%
Add: Manual Adjustment		0	
2022		40,145,783	0.02%

Projection	40,145,783
Projection rounded	40,146,000
Previous year's projection	40,139,541
Percent increase (decrease) from previous year's projection	0.02%

*Includes one-time revenue amount of \$1.5M from Solar Turbines

**Total Revenue projection based on July 2021.

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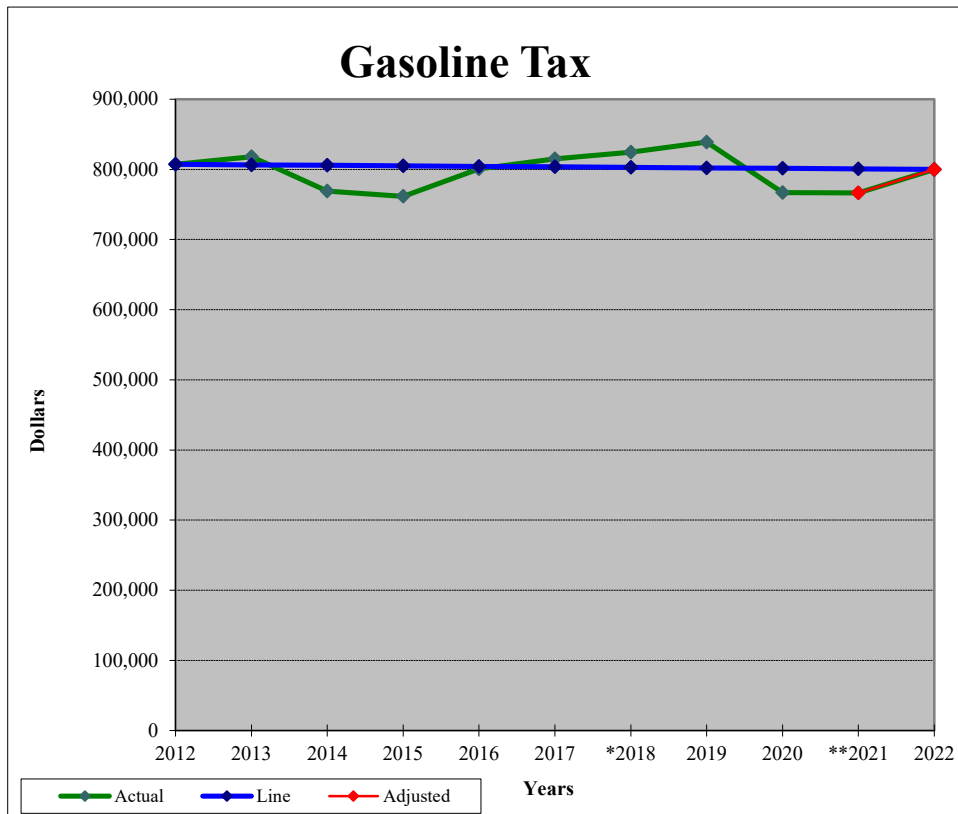
9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Gasoline tax is two cents per gallon on distributors. The Opelika Revenue Department collects gasoline tax monthly. The gasoline tax revenue projection for fiscal year ending September 30, 2022, is \$800,000 which is higher than 2021 Gasoline Tax revenue of \$766,392.



Year	Gasoline Tax Actual	10 Year Average Line	Gasoline Tax Actual % Increase
2012	807,269	807,269	
2013	818,099	806,542	1.34%
2014	769,258	805,815	-5.97%
2015	761,489	805,088	-1.01%
2016	800,894	804,361	5.17%
2017	814,891	803,635	1.75%
2018	824,435	802,908	1.17%
2019	838,957	802,181	1.76%
2020	766,954	801,454	-8.58%
**2021	766,392	800,727	-0.07%
2022	800,000	800,000	4.39%
Less: Manual Adjustment		0	
2022		800,000	4.39%
Projection			800,000
Projection rounded to nearest thousand			800,000
Previous year's projection			766,392
Percent increase or -decrease from previous year's projection			4.39%

**Total Revenue projection based on July 2021.

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

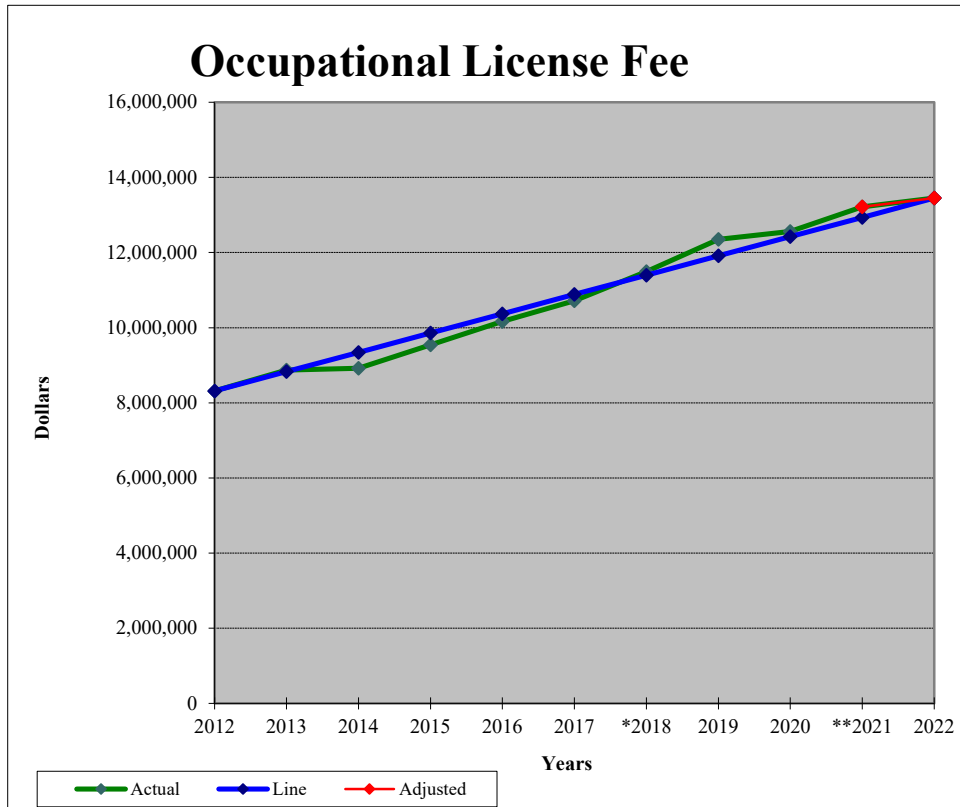
9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Occupational license fee is levied on the gross wages of all employees within the city limits of Opelika. The Opelika Revenue Department collects this occupational license fee quarterly. The occupational license fee revenue projection for fiscal year ending September 30, 2022 is \$13,450,000. This is higher than 2021 Occupational License Fee by \$233,400.



Year	Occupation Fee Actual	10 Year Average Line	Occupation Fee Actual % Increase
2012	8,317,240	8,317,240	
2013	8,872,885	8,830,516	6.68%
2014	8,917,021	9,343,792	0.50%
2015	9,547,138	9,857,068	7.07%
2016	10,167,780	10,370,344	6.50%
2017	10,713,529	10,883,620	5.37%
2018	11,489,814	11,396,896	7.25%
2019	12,348,181	11,910,172	7.47%
2020	12,559,849	12,423,448	1.71%
**2021	13,216,600	12,936,724	5.23%
2022	13,450,000	13,450,000	1.77%
Add: Manual Adjustment			0
2022		13,450,000	1.77%
Projection			13,450,000
Projection rounded to nearest thousand			13,450,000
Previous year's projection			13,216,600
Percent increase or -decrease from previous year's projection			1.77%

**Total Revenue projection based on July 2021.

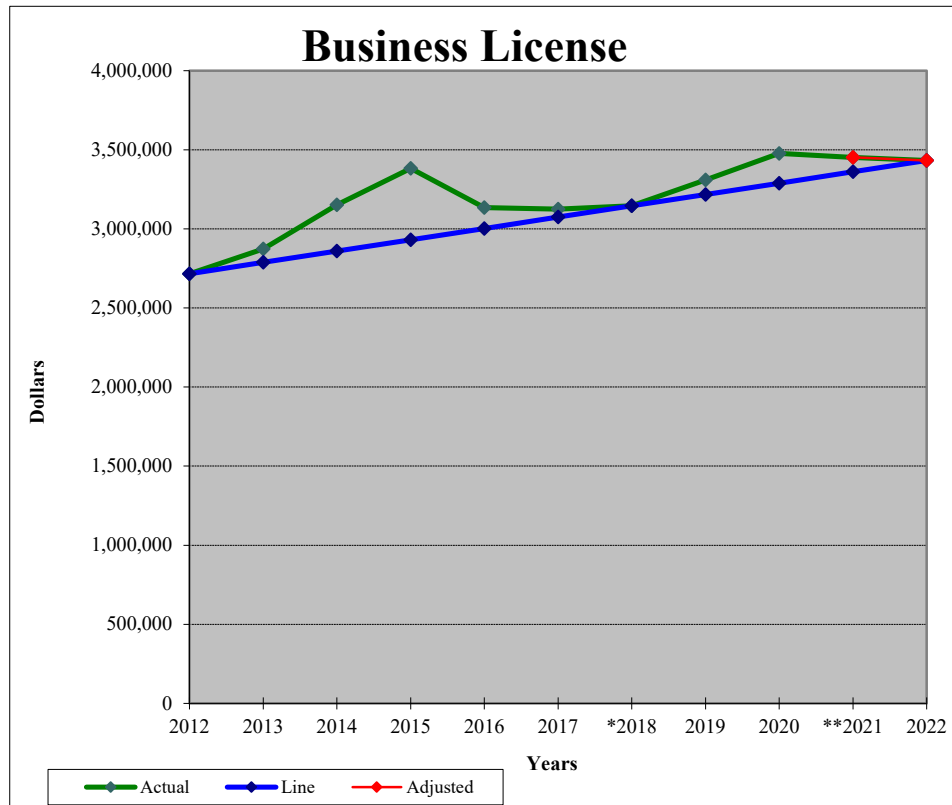
9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Business license is a fee for the privilege of doing business in Opelika. The Opelika Revenue Department collects business license fees during January each year. The business license fees revenue projection for the fiscal year ending September 30, 2022, is \$3,432,325. This is a slight decrease of \$20,000 over the expected 2021 Business License revenue.



Year	Business License Actual	10 Year Average Line	Business License Actual % Increase
2012	2,715,997	2,715,997	
2013	2,872,732	2,787,630	5.77%
2014	3,150,896	2,859,263	9.68%
2015	3,382,064	2,930,895	7.34%
2016	3,134,976	3,002,528	-7.31%
2017	3,125,817	3,074,161	-0.29%
2018	3,146,715	3,145,794	0.67%
2019	3,308,932	3,217,427	5.16%
2020	3,477,289	3,289,059	5.09%
**2021	3,452,325	3,360,692	-0.72%
2022	3,432,325	3,432,325	-0.58%
Add: Manual Adjustment		0	
2022		3,432,325	-0.58%
Projection			3,432,325
Projection rounded to nearest thousand			3,432,000
Previous year's projection			3,452,325
Percent increase or -decrease from previous year's projection			-0.59%

** Revised Total Revenue projection based on July 2021.

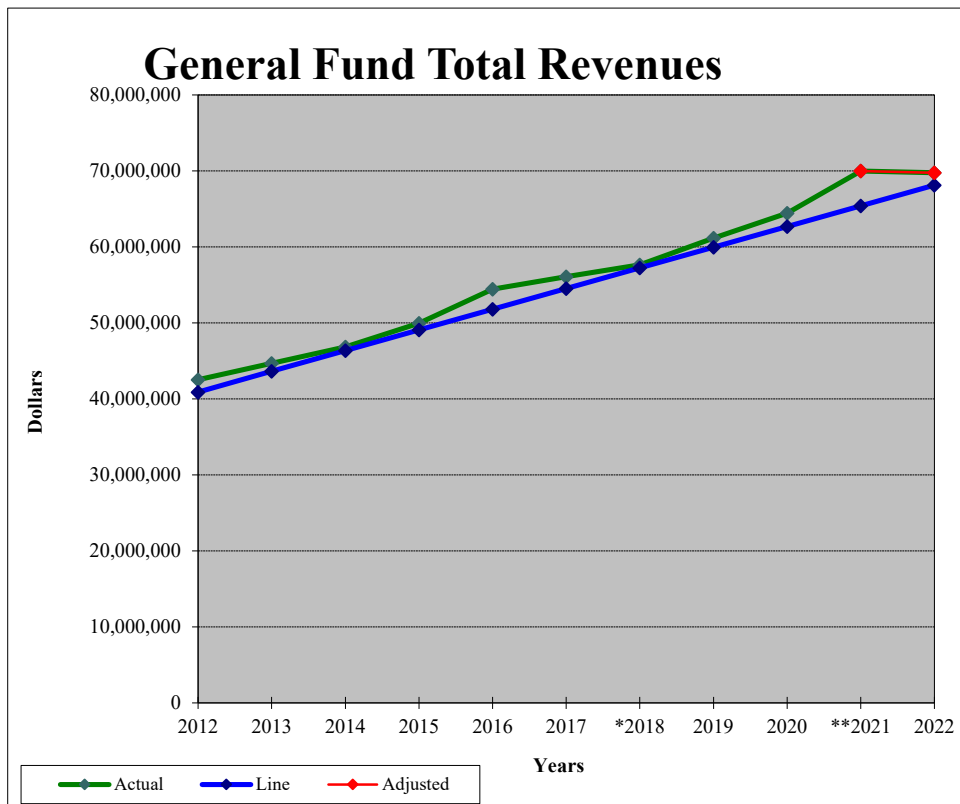
9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Forecasting based on the average of 3 prior years' actuals is used to project all other general fund revenue items. These projections are based on the actual revenue for fiscal year ending September 30, 2020, and the forecasted revenues for fiscal year ending September 30, 2021. The total general fund revenue forecast for fiscal year ending September 30, 2022, is \$69,754,678. This is a slight decrease over the 2021 revenue projection. Interest revenue is not included in the projection calculations below.



Year	Revenues Actual	10 Year Average Line	Revenues Actual % Increase
2012	42,527,425	40,901,426	
2013	44,697,834	43,624,151	5.10%
2014	46,847,505	46,346,877	4.81%
2015	49,968,313	49,069,602	6.66%
2016	54,434,909	51,792,327	8.94%
*2017	56,103,034	54,515,053	3.06%
2018	57,630,154	57,237,778	2.72%
2019	61,180,811	59,960,503	6.16%
**2020	64,427,353	62,683,228	5.31%
***2021	69,985,800	65,405,954	8.63%
2022	69,754,678	68,128,679	-0.33%
Add: Manual Adjustment		0	
2022		69,754,678	-0.33%
Projection			69,754,678
Projection rounded to nearest thousand			69,755,000
Previous year's projection			69,985,800
Percent increase or -decrease			-0.33%

* Includes one-time revenue of \$1.5M from Solar Turbines

**Includes \$1.5M in COVID-19 Cares Act Funds

***Total Revenue projection based on July 2021.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

The total revenue data on the previous page does not include interest revenue because it is better projected from expected interest rate and cash balances. The data on the previous page has also been adjusted for tax rate changes. The schedule below explains the computation of the total revenue projection and comparison to the total General Fund revenue forecast. (see next page also.)

	2019-2020	2020-2021	2021-2022	2021-2022	2021-2022
	<u>Actual</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Average</u>	<u>Difference</u>
Total revenues excluding interest	64,427,353	69,985,800	69,754,678	68,128,679	(1,625,999)
Interest revenue	869,318	150,000	150,000	150,000	-
	<u>65,296,671</u>	<u>70,135,800</u>	<u>69,904,678</u>	<u>68,278,679</u>	<u>(1,625,999)</u>
2021-2022 total revenue forecast including interest					<u>69,904,678</u>
2020-2021 total revenue forecast including interest					<u>70,135,800</u>
2019-2020 revised total revenue forecast including interest					<u>65,296,671</u>
Percent increase or -decrease over the previous year's forecast					<u>-0.33%</u>
Percent increase or -decrease over the previous year's revised forecast					<u>7.06%</u>

The Four cent Gasoline Tax fund projection for the fiscal year ending September 30, 2022 is \$63,000 which is higher than 2021 projected to be \$60,666. This projection is based on actual revenues of \$62,827 and \$58,745 in fiscal years 2019 and 2020 respectively. This fund includes the Five cent Gasoline Tax.

The Seven cent Gasoline Tax Fund projection for the fiscal year ending September 30, 2022, is \$80,000. This is higher than the 2021 projection. This projection consists of seven cent gasoline tax revenues and petroleum inspection fees. The seven cent gasoline tax projection is based on actual revenues of \$79,962 and \$74,642 in fiscal years 2019 and 2020 respectively.

The Rebuild Alabama State Gasoline Tax Fund which started in October, 2019, is projected to be \$175,000 for the year ended September 30, 2022. The projection for 2021 is \$174,500.

The Alabama Trust Fund projection for the fiscal year ending September 30, 2022, is \$270,000. This is higher than the 2021 projection. This projection is based on actual revenues of \$238,829 and \$256,340 in fiscal years 2019 and 2020 respectively.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

The Electric Utility Fund (Opelika Power Services) electric sales projection for September 30, 2022, is based on prior years' average Kwh sales and purchases. Sales and Purchase cost per Kwh are based on 2020 actual revenue and cost. The expected power cost adjustment is also based on these Kwh projections.

The information below displays electric charges for services in excess of power purchased, and power purchased as a percent of revenues.

	Budget <u>2022</u>	Projected <u>2021</u>	Actual <u>2020</u>	Actual <u>2019</u>	Actual <u>2018</u>
Electric charges for services	42,527,500	40,043,743	42,086,861	43,280,257	43,782,051
Cost of Power purchased	<u>28,100,000</u>	<u>27,806,092</u>	<u>26,843,009</u>	<u>28,792,296</u>	<u>29,191,511</u>
Electric charges in excess of power purchased	<u>14,427,500</u>	<u>12,237,651</u>	<u>15,243,852</u>	<u>14,487,961</u>	<u>14,590,540</u>
Cost of power purchased as a percent of electric charges for services	<u>66.07%</u>	<u>69.44%</u>	<u>63.78%</u>	<u>66.53%</u>	<u>66.67%</u>

The Sewer Fund service charge projection for fiscal year ending September 30, 2022, is \$5,705,000. This projection is slightly higher than the 2021 projection of \$5,696,776. The 2022 projection includes \$850,000 for sewer assessment fees and \$4,850,000 for sewer service charges.

The Solid Waste Collection Fund service charge projection for the fiscal year ending September 30, 2022, is \$3,943,000 which is approximately the same as 2021. This projection of \$4,083,793 is based on Solid Waste Collection Fund service charges through July 2021.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

FINANCIAL INFORMATION

Debt Administration. The government's rating from Standard and Poor's Corporation is AA. The government's current rating from Moody's Investors Service is Aa2.

OTHER INFORMATION

In closing, without the leadership and support of the governing body along with the assistance of the accounting staff, preparation of this budget would not have been possible.

Sincerely,

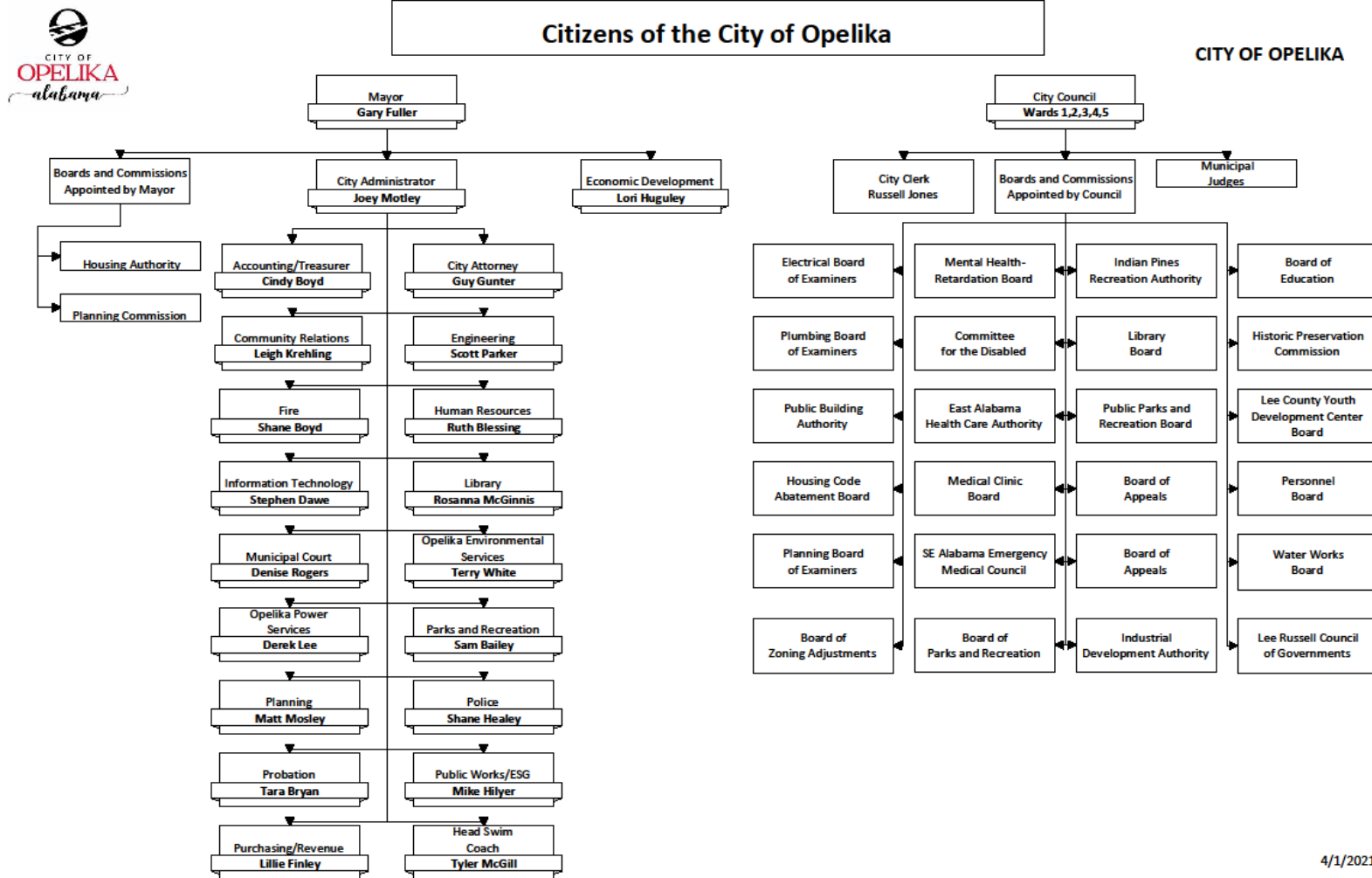
Cynthia G. Boyd, CPA
Controller/Treasurer

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022



9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Officials of the City of Opelika

Mayor
 Council member, ward 1
 Council member, ward 2
 Council member, ward 3
 Council President, ward 4
 Council member, ward 5
 City Administrator
 Municipal Judge
 Associate Judge
 Public Defender
 Municipal Court Clerk
 City Attorney
 City Clerk/Treasurer
 Controller
 Chief Technology Officer
 Human Resources Director
 Planning Director
 Purchasing Agent/Revenue Manager
 Chief of Police
 Fire Chief
 City Engineer
 Library Director
 Parks and Recreation Director
 Opelika Power Services Director
 Economic Development Director
 Community Relations Officer
 Environmental Services Director
 Public Works Director

Gary Fuller
 George Allen
 Erica Baker-Norris
 Robert Lofton
 Charles E. Smith, Jr.
 Todd Rauch
 Joey Motley
 Ben Hand
 Wes McCollum
 M. Joanne Camp
 Denise Rogers
 Guy F. Gunter, III
 Russell Jones
 Cynthia G. Boyd
 Stephen N. Dawe
 Ruth Blessing
 Matt Mosley
 Lillie Finley
 Shane Healey
 Shane Boyd
 Scott H. Parker
 Rosanna McGinnis
 Samuel S. Bailey, Jr.
 Derek Lee
 Lori B. Huguley
 Leigh Krehling
 Terry White
 Michael J. Hilyer

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

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Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

Budget Section

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Governmental Fund Types					
	General Fund	Special Revenue	Capital Projects	Internal Services	Proprietary Fund type	Memo Total
Revenues	69,904,678	10,422,864	125,000	4,707,550	52,175,500	137,335,592
Non-operating revenues	-	20,000	-	4,100	1,385,500	1,409,600
Other financing sources	<u>3,525,000</u>	<u>4,873,223</u>	<u>1,586,604</u>	<u>254,000</u>	<u>800,000</u>	<u>11,038,827</u>
 Total revenues	 <u>73,429,678</u>	 <u>15,316,087</u>	 <u>1,711,604</u>	 <u>4,965,650</u>	 <u>54,361,000</u>	 <u>149,784,019</u>
 Departmental expenditures	 43,498,153	 3,513,057	 1,711,604	 4,711,650	 46,929,912	 100,364,376
Appropriations	6,357,726	8,559,817	-	-	-	14,917,543
Capital outlay	11,447,281	1,338,000	-	-	-	12,785,281
Debt service	5,666,690	2,630,213	-	-	1,371,092	9,667,995
Non-operating expenses	-	-	-	-	-	-
Transfers-out	<u>6,459,827</u>	<u>25,000</u>	<u>-</u>	<u>254,000</u>	<u>3,500,000</u>	<u>10,238,827</u>
 Total expenditures	 <u>73,429,677</u>	 <u>16,066,087</u>	 <u>1,711,604</u>	 <u>4,965,650</u>	 <u>51,801,004</u>	 <u>147,974,022</u>
 Total revenues over (under) total expenditures	 (0)	 (750,000)	 -	 -	 2,559,996	 1,809,997

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Governmental Fund Types					
	General Fund	Special Revenue	Capital Projects	Internal Services	Proprietary Fund type	Memo Total
Adjustments to obtain estimated funds flow:						
Add:						
Depreciation					4,570,000	4,570,000
Debt Proceeds					-	-
Subtract:						
Land and Buildings (substation)					365,000	365,000
Fixed Assets, Trucks and Equipment					1,485,000	1,485,000
System Expansion					6,030,000	6,030,000
Debt principal payments	-				1,371,092	1,371,092
					-	
Projected increase or (decrease) in funds	(0)	(750,000)	-	-	(2,121,096)	(2,871,096)
Projected fund balance, beginning of year	64,971,868	20,802,249	1,254,709	5,244,626	89,179,811	181,453,264
Projected fund balance, end of year	64,971,868	20,052,249	1,254,709	5,244,626	87,058,715	178,582,168

* Proprietary type funds use accrual based accounting and governmental funds use modified accrual based accounting. For the purposes of this overview the differences are not considered significant.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Governmental Fund Types					
	General Fund	Special Revenue	Capital Projects	Internal Services	Proprietary Fund type	Memo Total
Less: Fund balance non-spendable/restricted/committed/assigned/encumbered:						
Encumbered for future expenditures	16,184,878	559,022	-	13,010	3,417,439	20,174,349
Fund balance other than unassigned	<u>19,985,612</u>	<u>19,493,227</u>	<u>1,254,709</u>	<u>5,231,616</u>	<u>48,165,215</u>	<u>94,130,379</u>
Unassigned fund balance, end of year	<u><u>28,801,378</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>35,476,061</u></u>	<u><u>64,277,440</u></u>
The City Council desires that a minimum level of Unassigned Fund Balance be maintained at an amount equal to ten percent of budgeted revenues for the General Fund and the Proprietary Fund Types						
	<u>6,990,468</u>	<u>-</u>	<u>-</u>		<u>5,217,550</u>	<u>12,208,018</u>

* Proprietary type funds use accrual based accounting and governmental funds use modified accrual based accounting. For the purposes of this overview the differences are not considered significant.

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

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Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

General Fund

The General Fund is used for resources traditionally associated with the government which are not required legally or by sound financial management to be accounted for in another fund.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Governmental Funds:					
General Fund:					
Revenues:					
Taxes:					
Sales & Use	31,932,838	33,199,154	35,269,778	40,139,541	40,145,783
Property:					
Property	3,521,635	4,101,454	4,480,052	4,874,015	4,884,000
Payments in lieu of taxes	5,961	5,717	18,350	16,000	16,000
	<u>3,527,596</u>	<u>4,107,171</u>	<u>4,498,402</u>	<u>4,890,015</u>	<u>4,900,000</u>
Other:					
Gasoline	824,435	838,957	766,954	766,392	800,000
Cigarette	76,088	63,378	72,550	66,514	67,000
Wine	26,189	27,771	31,192	32,280	32,000
Rental	576,400	719,357	622,915	637,954	700,000
	<u>1,503,112</u>	<u>1,649,463</u>	<u>1,493,611</u>	<u>1,503,140</u>	<u>1,599,000</u>
Total taxes	<u>36,963,546</u>	<u>38,955,788</u>	<u>41,261,791</u>	<u>46,532,696</u>	<u>46,644,783</u>
Special assessments:	<u>28,699</u>	<u>32,788</u>	<u>46,908</u>	<u>29,759</u>	<u>30,000</u>
Licenses and permits:					
Occupational	<u>11,489,814</u>	<u>12,348,181</u>	<u>12,559,849</u>	<u>13,216,600</u>	<u>13,450,000</u>
Business:					
General	3,146,715	3,308,932	3,477,289	3,452,325	3,432,325
Lodging	894,252	960,409	693,127	691,667	745,000
Franchise fee	541,333	485,586	469,112	499,156	500,000
	<u>4,582,300</u>	<u>4,754,927</u>	<u>4,639,528</u>	<u>4,643,148</u>	<u>4,677,325</u>

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Licenses and permits (continued):					
Telecommunication fees	21,500	19,000	2,000	6,500	6,500
Land Disturbance fee	10,680	10,980	16,380	20,370	20,000
Permits and inspections	780,758	762,050	1,016,005	1,371,543	1,400,000
	<u>812,938</u>	<u>792,030</u>	<u>1,034,385</u>	<u>1,398,413</u>	<u>1,426,500</u>
Total licenses and permits	<u>16,913,751</u>	<u>17,927,926</u>	<u>18,280,670</u>	<u>19,287,920</u>	<u>19,583,825</u>
Intergovernmental revenue:					
Shared county revenue:					
Motor vehicle license	<u>134,215</u>	<u>137,603</u>	<u>124,835</u>	<u>130,355</u>	<u>130,000</u>
Shared state revenue:					
Bank excise tax	171,110	342,371	320,776	694,397	472,500
Business privilege tax	73,980	74,535	75,094	75,094	75,000
State asset forfeiture	12,355	1,051	14,363	22,793	-
Share of liquor tax profits	169,844	141,347	158,796	181,021	146,000
	<u>427,289</u>	<u>559,304</u>	<u>569,029</u>	<u>973,305</u>	<u>693,500</u>
Shared Federal Revenue:					
Federal Asset Forfeiture	<u>-</u>	<u>140,330</u>	<u>10,140</u>	<u>-</u>	<u>-</u>
Other:					
Federal	26,966	27,143	1,490,842	-	-
State	31,717	34,766	16,792	21,305	-
Lee County	15,000	15,000	15,000	15,000	15,000
	<u>73,683</u>	<u>76,909</u>	<u>1,522,634</u>	<u>36,305</u>	<u>15,000</u>
Total intergovernmental revenue	<u>635,187</u>	<u>914,146</u>	<u>2,226,638</u>	<u>1,139,965</u>	<u>838,500</u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Charges for services:					
General Government:					
Zoning and Subdivision Fees	21,474	24,915	24,865	24,821	25,000
Public safety:					
Highway Safety Program	-	-	-	-	-
City Schools	12,000	150,000	150,000	150,000	150,000
City of Auburn	8,861	6,139	4,921	4,795	4,800
Communications / E911	43,000	44,000	44,000	44,000	44,000
Auburn University	25,340	4,786	4,489	-	-
Police/EAMC	107,894	190,221	249,328	249,328	250,000
Other	632	22,390	358	390	370
Towing, firecalls, Training, EMS	6,288	7,648	4,474	13,329	11,400
	204,015	425,184	457,570	461,842	460,570
Public Works:					
Clearing and grading - other	70,301	137,046	103,882	112,320	113,000
Health:					
Graves and monuments	152,575	163,450	149,450	172,600	145,000
Cemetery Vases and Markers	(60)	60	410	-	-
	152,515	163,510	149,860	172,600	145,000
Culture and recreation:					
Entry fees and concessions	1,385,441	1,487,475	860,879	1,065,299	1,346,000
Total charges for service	1,833,746	2,238,130	1,597,056	1,836,882	2,089,570

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

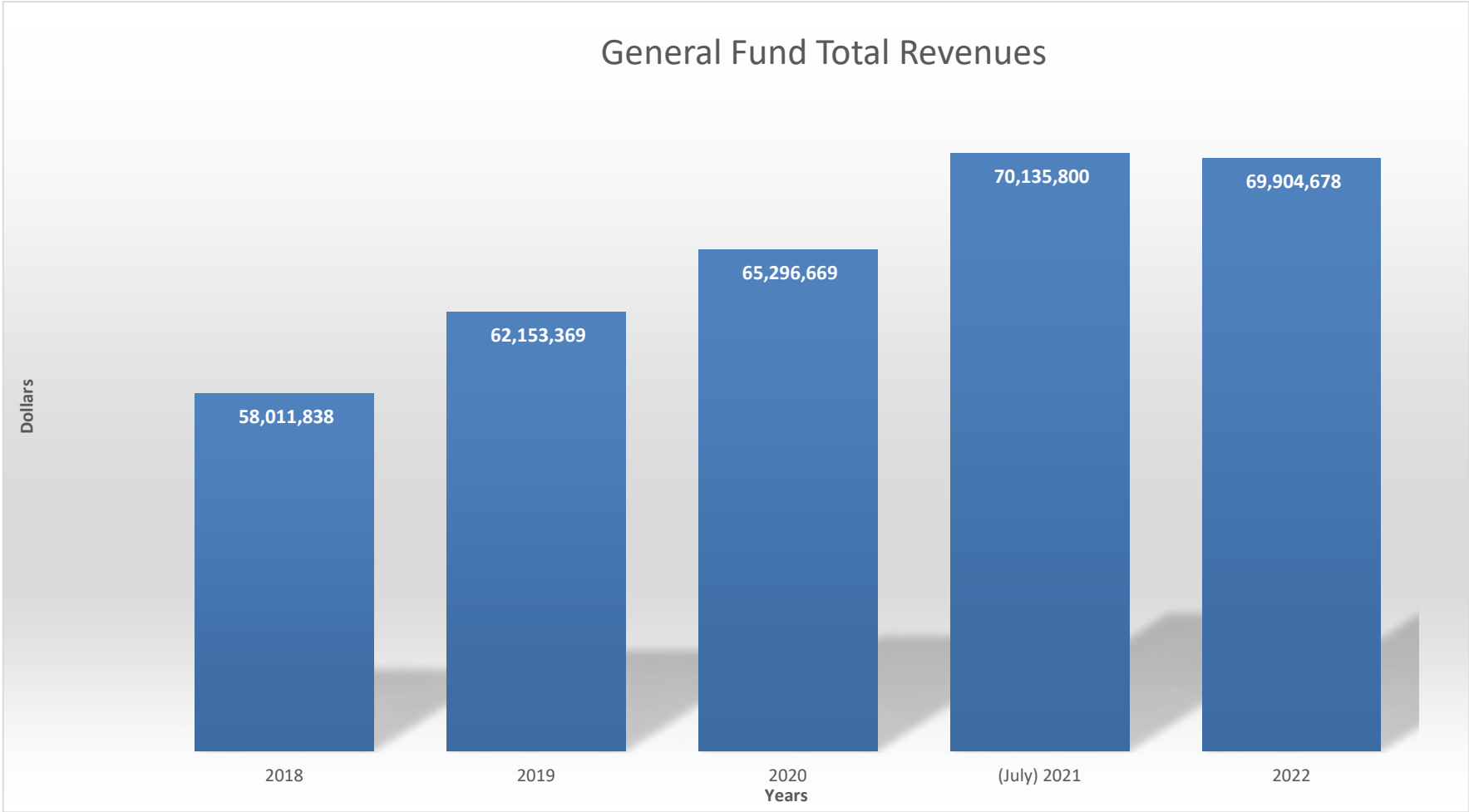
Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Fines and forfeits:					
Public safety:					
Fines and costs	651,556	398,604	295,582	382,964	384,000
Culture and recreation:					
Fines	24,180	23,745	20,361	23,994	22,000
Total fines and forfeits	675,736	422,349	315,943	406,958	406,000
Miscellaneous revenues:					
Interest earnings	610,791	974,320	869,318	150,000	150,000
Other:					
Rental income	94,432	123,473	117,576	109,259	72,000
Contributions	112,343	191,151	339,066	10,000	-
Insurance claims	47,148	22,191	68,166	30,000	-
Cemetery lots	106,890	118,925	116,990	150,000	120,000
Miscellaneous	18,268	264,971	103,455	482,120	-
Total miscellaneous revenues	379,081	720,711	745,253	781,379	192,000
Total miscellaneous revenues	1,665,608	2,117,380	1,930,514	1,338,337	748,000
Total revenues	58,011,838	62,153,369	65,296,669	70,135,800	69,904,678

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022



9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Expenditures:					
Current:					
General government:					
Mayor					
Personnel services	149,138	163,815	167,429	215,475	227,923
Other	103,427	118,361	110,034	392,686	355,100
Total mayor	252,565	282,176	277,463	608,161	583,023
Administration:					
Personnel services	609,914	167,252	189,789	197,824	212,742
Other	482,627	292,747	351,552	398,517	495,800
Total administration	1,092,541	459,999	541,341	596,341	708,542
Legal:					
Personnel services	133,869	145,582	160,206	165,551	182,018
Other	218,508	337,771	300,284	323,000	225,600
	352,377	483,353	460,490	488,551	407,618
Legislative - City Clerk:					
Personnel services	193,542	202,666	214,492	149,932	158,125
Other	151,778	135,420	156,451	154,442	235,000
Total legislative	345,320	338,086	370,943	304,374	393,125

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Expenditures:					
Current:					
General government other:					
Revenue:					
Personnel services	308,317	340,113	371,587	392,164	423,088
Other	73,825	65,529	58,310	73,658	84,370
	<u>382,142</u>	<u>405,642</u>	<u>429,897</u>	<u>465,822</u>	<u>507,458</u>
Accounting:					
Personnel services	484,024	535,949	561,867	588,862	643,244
Other	110,283	96,103	106,716	111,755	126,800
Services provided other funds	(159,528)	(110,133)	(121,920)	(123,704)	(114,744)
	<u>434,779</u>	<u>521,920</u>	<u>546,663</u>	<u>576,913</u>	<u>655,300</u>
Information Technologies:					
Personnel services	683,842	757,385	798,446	830,710	935,870
Other	2,042,195	1,749,930	1,815,836	1,804,632	2,258,139
Services provided other funds	(173,925)	(215,953)	(266,028)	(266,021)	(270,250)
	<u>2,552,112</u>	<u>2,291,362</u>	<u>2,348,254</u>	<u>2,369,321</u>	<u>2,923,759</u>
Judicial:					
Personnel services	281,670	329,265	326,152	321,459	350,094
Other	185,230	50,555	40,499	49,388	39,150
	<u>466,900</u>	<u>379,820</u>	<u>366,651</u>	<u>370,847</u>	<u>389,244</u>

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Expenditures:					
Current:					
General government other:					
Human Resources administration:					
Personnel services	269,539	331,634	397,987	343,177	442,741
Other	143,260	106,100	93,618	142,521	308,850
Services provided to other funds	-	(58,685)	(58,953)	(58,953)	(69,413)
	<u>412,799</u>	<u>379,049</u>	<u>432,652</u>	<u>426,745</u>	<u>682,178</u>
Planning:					
Personnel services	310,207	384,125	453,861	508,995	557,032
Other	47,783	50,260	52,340	322,017	248,500
	<u>357,990</u>	<u>434,385</u>	<u>506,201</u>	<u>831,012</u>	<u>805,532</u>
Purchasing:					
Personnel services	283,854	331,195	331,022	330,151	370,085
Other	18,273	12,463	3,340	26,680	20,625
Services provided to other funds	(75,374)	(82,930)	(45,624)	(45,624)	(82,900)
	<u>226,753</u>	<u>260,728</u>	<u>288,738</u>	<u>311,207</u>	<u>307,810</u>
Community Relations:					
Personnel services	67,711	103,557	153,084	165,386	167,326
Other	87,089	113,118	72,608	104,950	180,250
	<u>154,800</u>	<u>216,675</u>	<u>225,692</u>	<u>270,336</u>	<u>347,576</u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

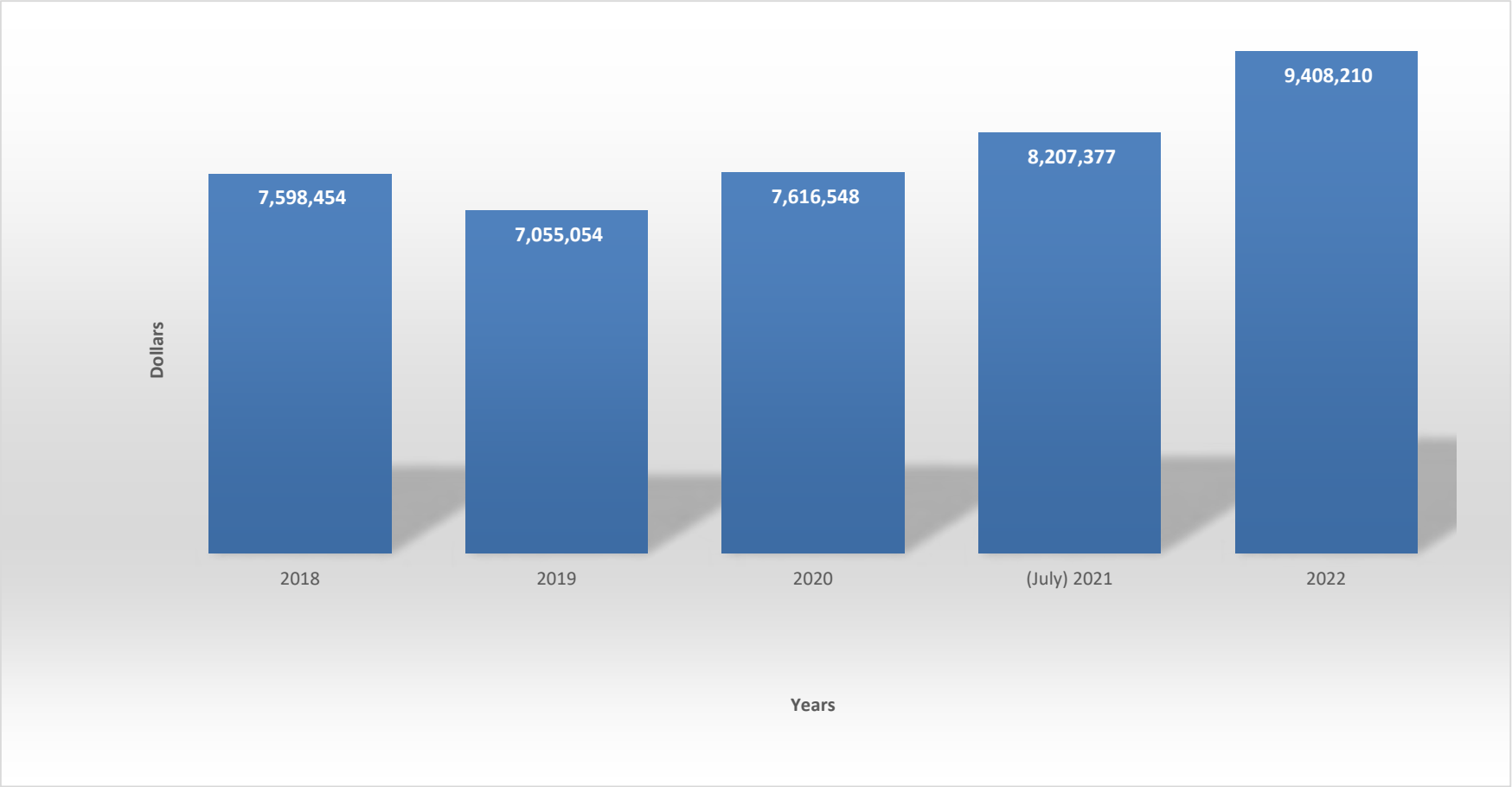
	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Expenditures:					
Current:					
General government other:					
Nondepartmental:					
Lee County Area Council of Governments	144,500	148,835	168,350	168,350	157,900
Opelika Chamber of Commerce	60,000	60,000	65,000	65,000	90,000
Downtown Redevelopment Authority	10,000	10,000	6,000	6,000	6,000
Opelika Industrial Development Authority	125,000	125,000	375,000	125,000	125,000
Auburn-Opelika Airport	156,882	165,531	134,213	156,647	163,147
Lee County Extension Service	10,000	10,000	12,500	12,500	12,500
Main Street, Inc.	20,000	21,000	20,000	20,000	60,000
Envision Opelika	12,000	20,000	20,000	20,000	75,000
JW Darden Foundation	5,000	5,000	5,000	5,000	5,000
Circles of Opelika	-	-	-	-	2,500
Other	23,994	36,493	15,500	9,250	-
	<u>567,376</u>	<u>601,859</u>	<u>821,563</u>	<u>587,747</u>	<u>697,047</u>
Total other	<u>5,555,651</u>	<u>5,491,440</u>	<u>5,966,311</u>	<u>6,209,950</u>	<u>7,315,904</u>
Total general government	<u>7,598,454</u>	<u>7,055,054</u>	<u>7,616,548</u>	<u>8,207,377</u>	<u>9,408,210</u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

General Government Expenditures



9/3/2021 12:00 PM

City of Opelika

Annual Budget

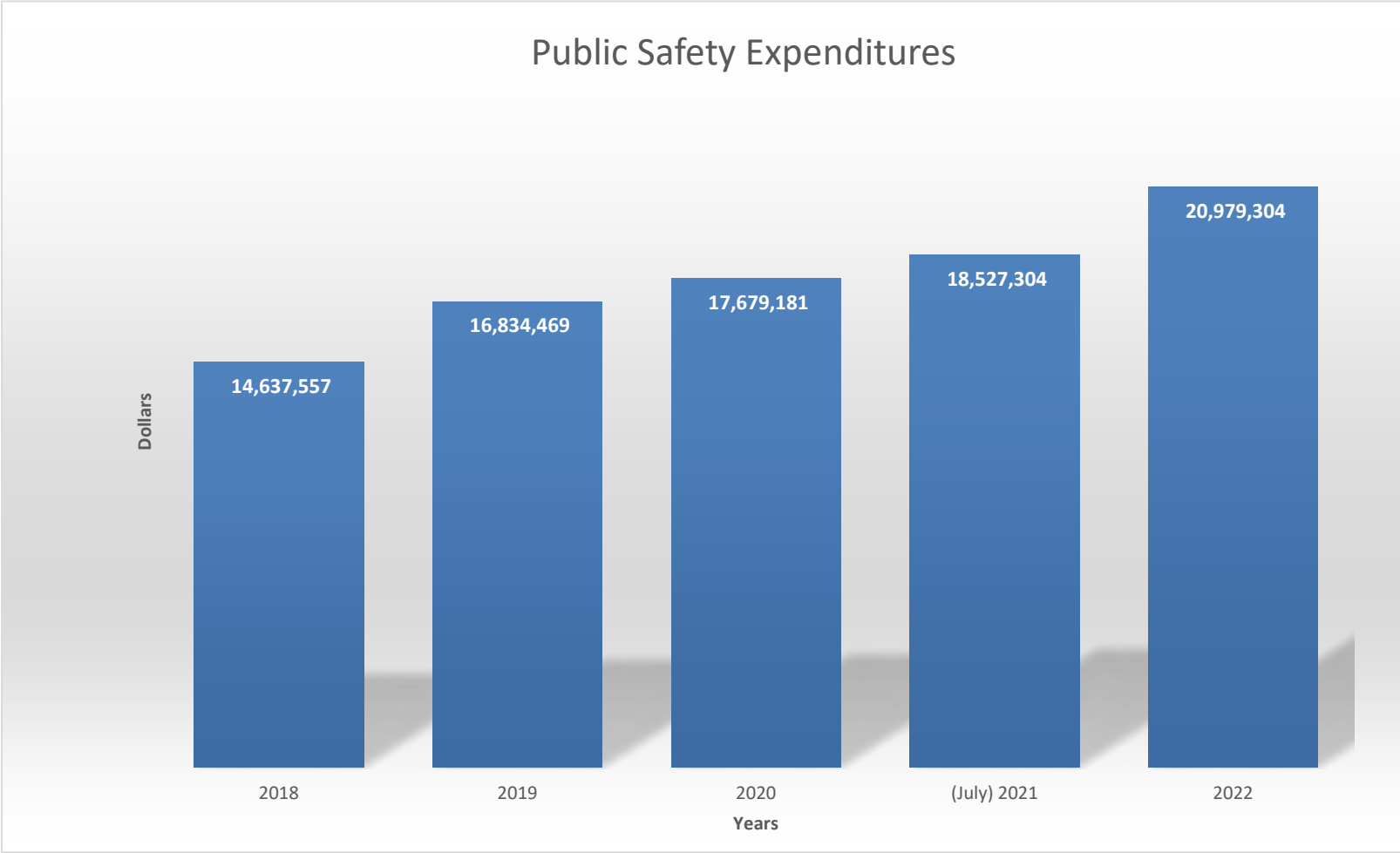
Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Public safety:					
Police:					
Personnel services	7,355,061	8,240,517	9,395,353	9,650,915	10,903,077
Other	1,555,872	2,208,331	1,696,708	2,132,109	2,440,258
Total police	8,910,933	10,448,848	11,092,061	11,783,024	13,343,335
Fire:					
Personnel services	4,631,983	5,390,388	5,591,112	5,635,934	6,359,082
Other	730,665	633,757	576,032	688,370	886,412
Total fire	5,362,648	6,024,145	6,167,144	6,324,304	7,245,494
Other:					
Nondepartmental:					
National Guard	-	-	-	-	-
Juvenile Court	10,000	10,000	10,000	10,000	10,000
Lee County Emergency Mgt	34,500	32,000	34,500	34,500	35,000
Emergency Medical Service	319,476	319,476	375,476	375,476	345,476
Other	-	-	-	-	-
Total other	363,976	361,476	419,976	419,976	390,476
Total public safety	14,637,557	16,834,469	17,679,181	18,527,304	20,979,304

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022



9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

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Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Public Works:					
Highways and streets:					
Personnel services	3,744	2,496	-	-	-
Other	1,233,118	1,431,721	1,432,352	1,422,927	1,213,978
	<u>1,236,862</u>	<u>1,434,217</u>	<u>1,432,352</u>	<u>1,422,927</u>	<u>1,213,978</u>
Engineering:					
Personnel services	431,848	465,769	459,182	446,326	552,045
Other	69,362	303,746	318,280	486,935	309,100
	<u>501,210</u>	<u>769,515</u>	<u>777,462</u>	<u>933,261</u>	<u>861,145</u>
Other:					
Administration:					
Personnel services	-	-	-	-	-
Other	449,653	532,402	516,782	527,931	539,449
	<u>449,653</u>	<u>532,402</u>	<u>516,782</u>	<u>527,931</u>	<u>539,449</u>
Cemetery:					
Personnel services	-	-	-	-	-
Other	205,574	221,181	234,669	232,789	232,512
	<u>205,574</u>	<u>221,181</u>	<u>234,669</u>	<u>232,789</u>	<u>232,512</u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

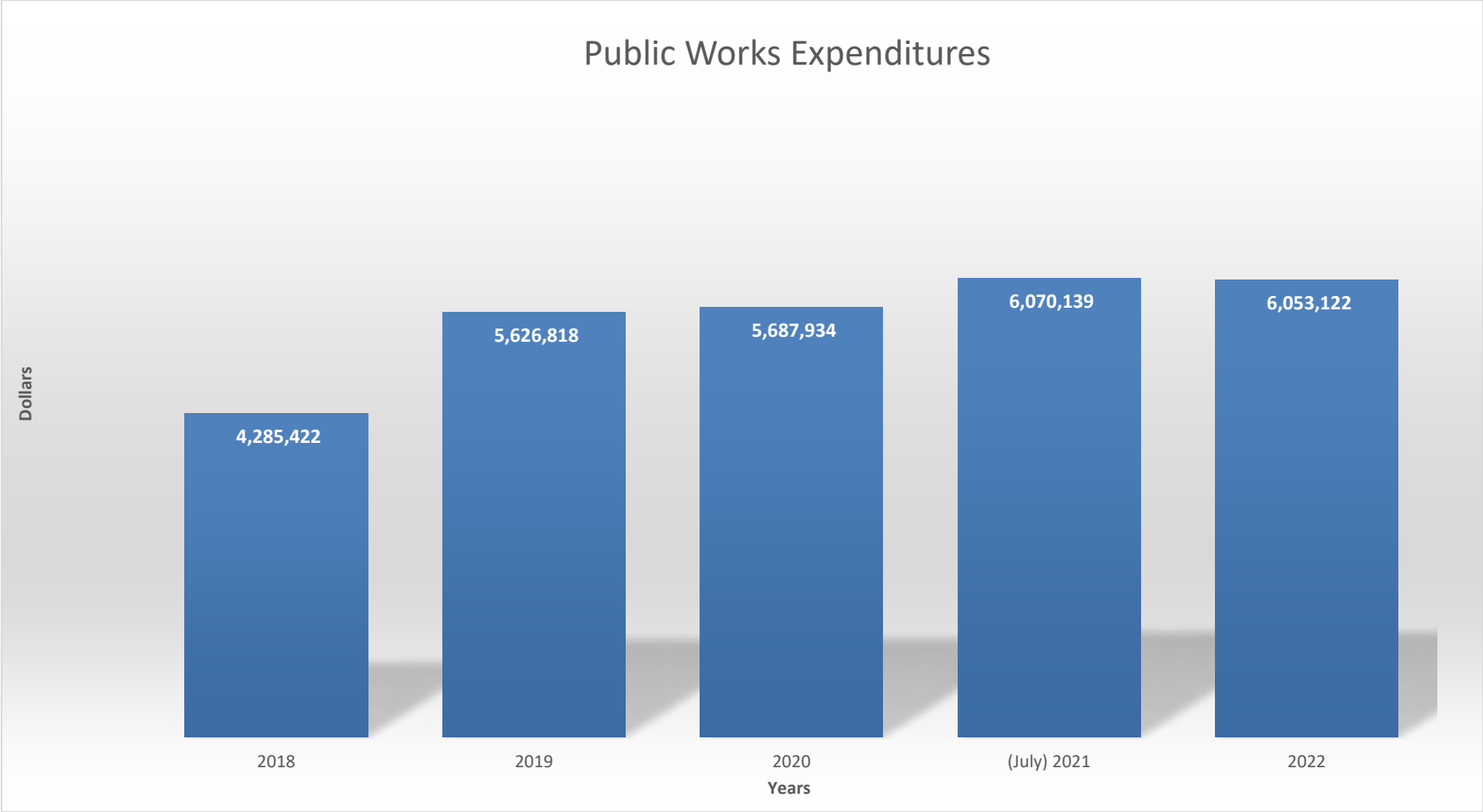
Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Automotive shop:					
Personnel services	-	-	-	-	-
Other	424,257	545,350	555,315	596,701	547,123
	<u>424,257</u>	<u>545,350</u>	<u>555,315</u>	<u>596,701</u>	<u>547,123</u>
Grounds maintenance:					
Personnel services	-	-	-	-	-
Other	603,599	1,003,814	999,995	965,929	1,031,642
	<u>603,599</u>	<u>1,003,814</u>	<u>999,995</u>	<u>965,929</u>	<u>1,031,642</u>
Building maintenance:					
Personnel services	624	-	-	-	-
Other	403,727	595,493	573,761	643,583	562,919
	<u>404,351</u>	<u>595,493</u>	<u>573,761</u>	<u>643,583</u>	<u>562,919</u>
Sign Shop					
Other	13,340	14,215	123,203	122,353	160,754
	<u>13,340</u>	<u>14,215</u>	<u>123,203</u>	<u>122,353</u>	<u>160,754</u>
Inspection:					
Personnel services	390,774	435,350	398,403	464,090	695,400
Other	55,802	75,281	75,825	160,575	208,200
	<u>446,576</u>	<u>510,632</u>	<u>474,228</u>	<u>624,665</u>	<u>903,600</u>
Total other	<u>-</u>	<u>-</u>	<u>167</u>	<u>-</u>	<u>-</u>
Total public works	<u>4,285,422</u>	<u>5,626,818</u>	<u>5,687,934</u>	<u>6,070,139</u>	<u>6,053,122</u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022



9/3/2021 12:00 PM

City of Opelika

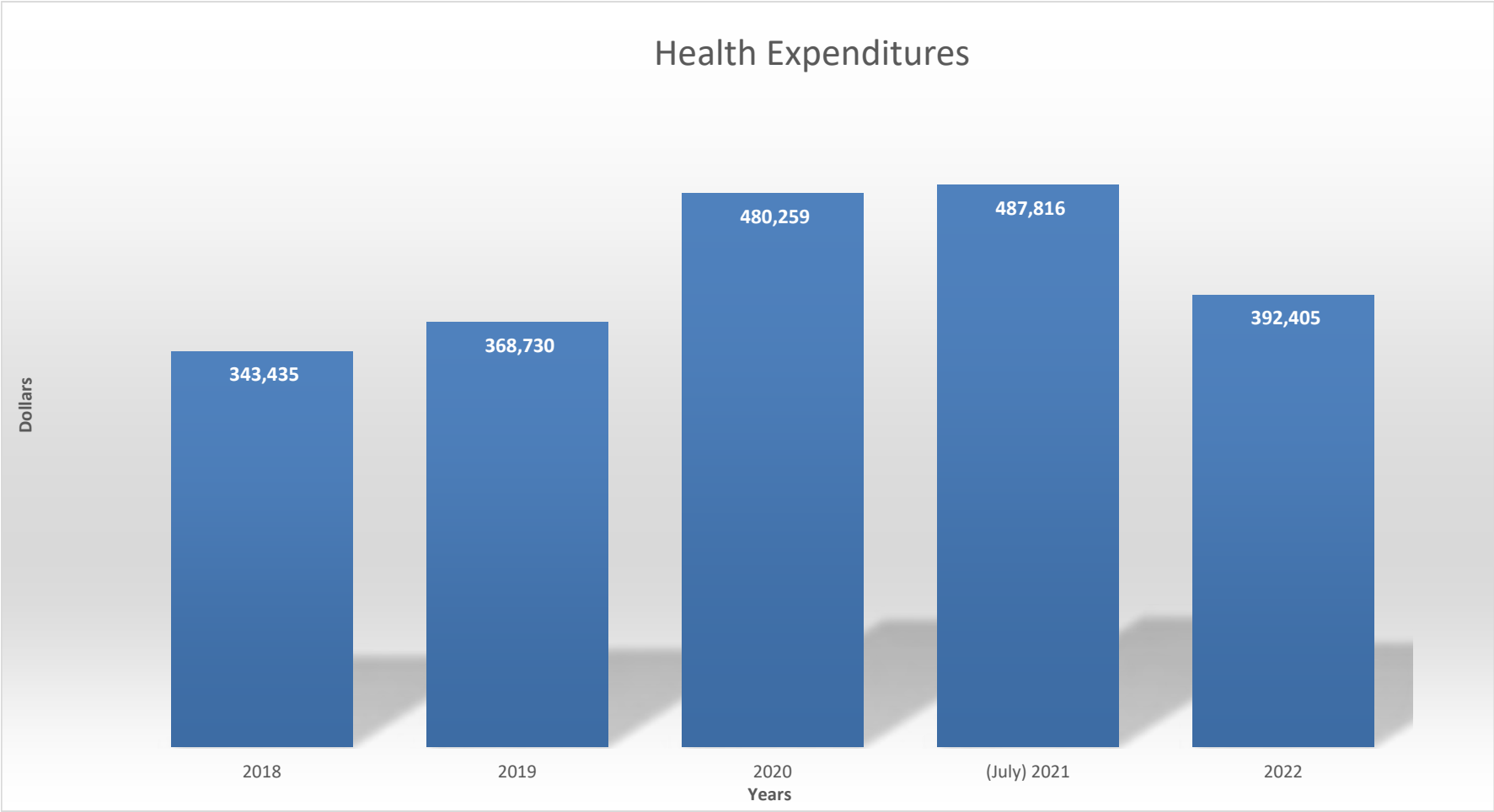
Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Health:					
Animal control:					
Personnel services	60,328	70,519	76,326	80,560	79,592
Other	5,371	5,300	2,870	11,800	10,400
	<u>65,699</u>	<u>75,819</u>	<u>79,196</u>	<u>92,360</u>	<u>89,992</u>
Mobile Clinic					
Other	-	-	-	-	65,000
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>65,000</u>
COVID-19					
Other	-	-	97,607	72,000	-
	<u>-</u>	<u>-</u>	<u>97,607</u>	<u>72,000</u>	<u>-</u>
Other:					
Nondepartmental:					
Public health	46,000	46,000	46,000	46,000	45,000
Mental health	42,500	40,000	40,000	40,000	40,000
Lee County Humane Society	114,236	153,911	165,456	165,456	104,913
Substance abuse	32,500	30,000	25,000	25,000	20,000
Spay and Neuter Clinic	-	-	-	15,000	-
Valley Haven School	2,000	2,000	2,000	2,000	2,000
Child care alliance	6,000	6,000	6,000	6,000	6,000
Red Cross	-	10,000	10,000	10,000	10,000
Child Advocacy Center	3,500	-	-	5,000	5,000
Domestic Violence Intervention Ctr	-	-	4,000	4,000	4,500
Other	31,000	5,000	5,000	5,000	-
	<u>277,736</u>	<u>292,911</u>	<u>303,456</u>	<u>323,456</u>	<u>237,413</u>
Total health	<u>343,435</u>	<u>368,730</u>	<u>480,259</u>	<u>487,816</u>	<u>392,405</u>

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022



9/3/2021 12:00 PM

City of Opelika

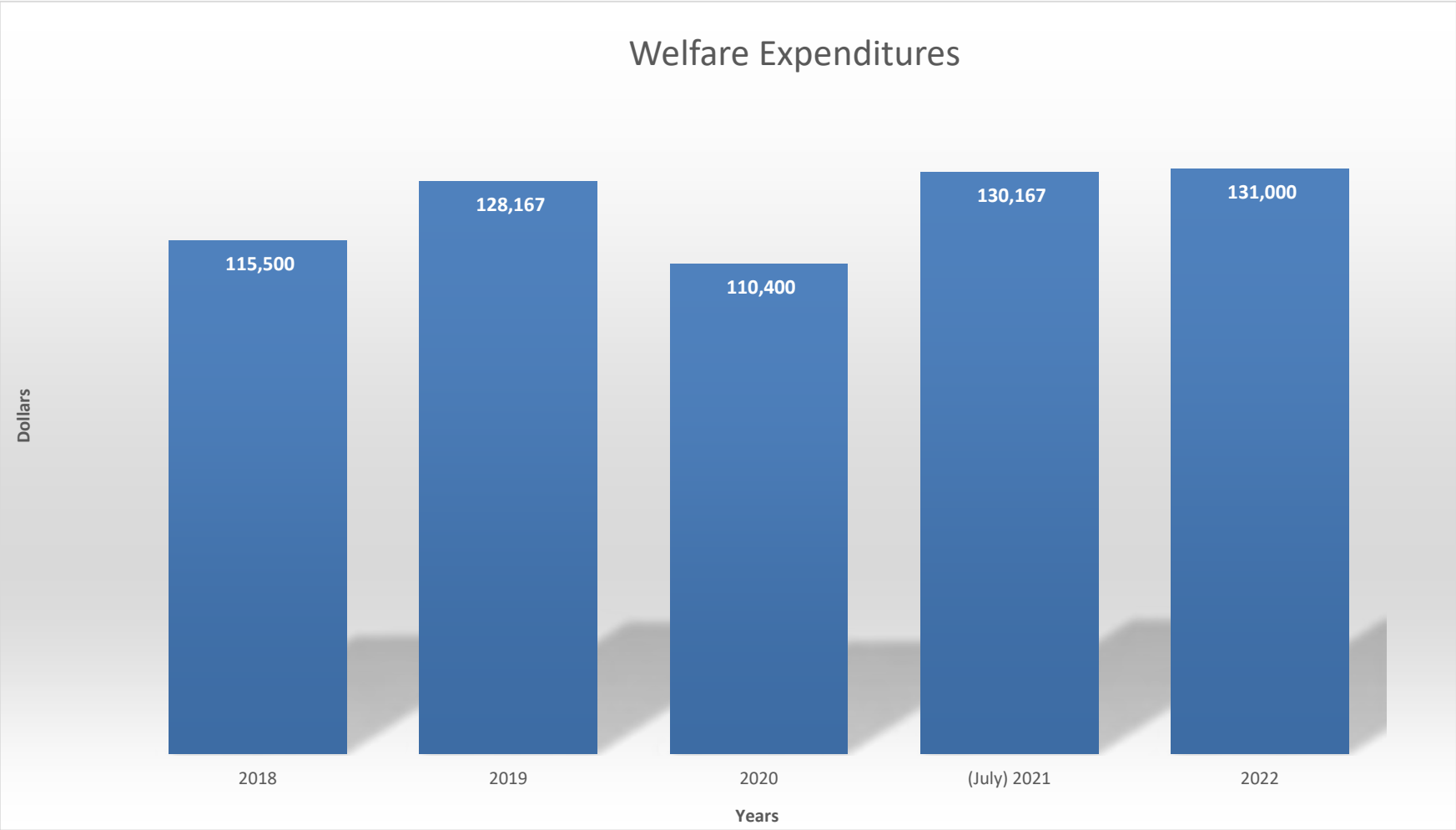
Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Welfare:					
Other:					
Nondepartmental:					
East Alabama Services for the Elderly	10,000	10,000	7,500	7,500	9,000
Lee County Youth Development	32,000	32,000	35,000	35,000	40,000
One Voice Shelter Coalition	-	-	-	-	10,000
Council on Human Relations	20,000	20,000	-	20,000	20,000
Boys and Girls Club	40,000	40,000	40,000	40,000	42,500
East Alabama Food Bank	-	-	16,900	16,667	-
Story Book Farms	5,000	-	6,000	6,000	6,000
Christian Care Ministries	2,000	2,500	2,500	2,500	3,500
Other	6,500	23,667	2,500	2,500	-
Total welfare	115,500	128,167	110,400	130,167	131,000

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022



9/3/2021 12:00 PM

City of Opelika

Annual Budget

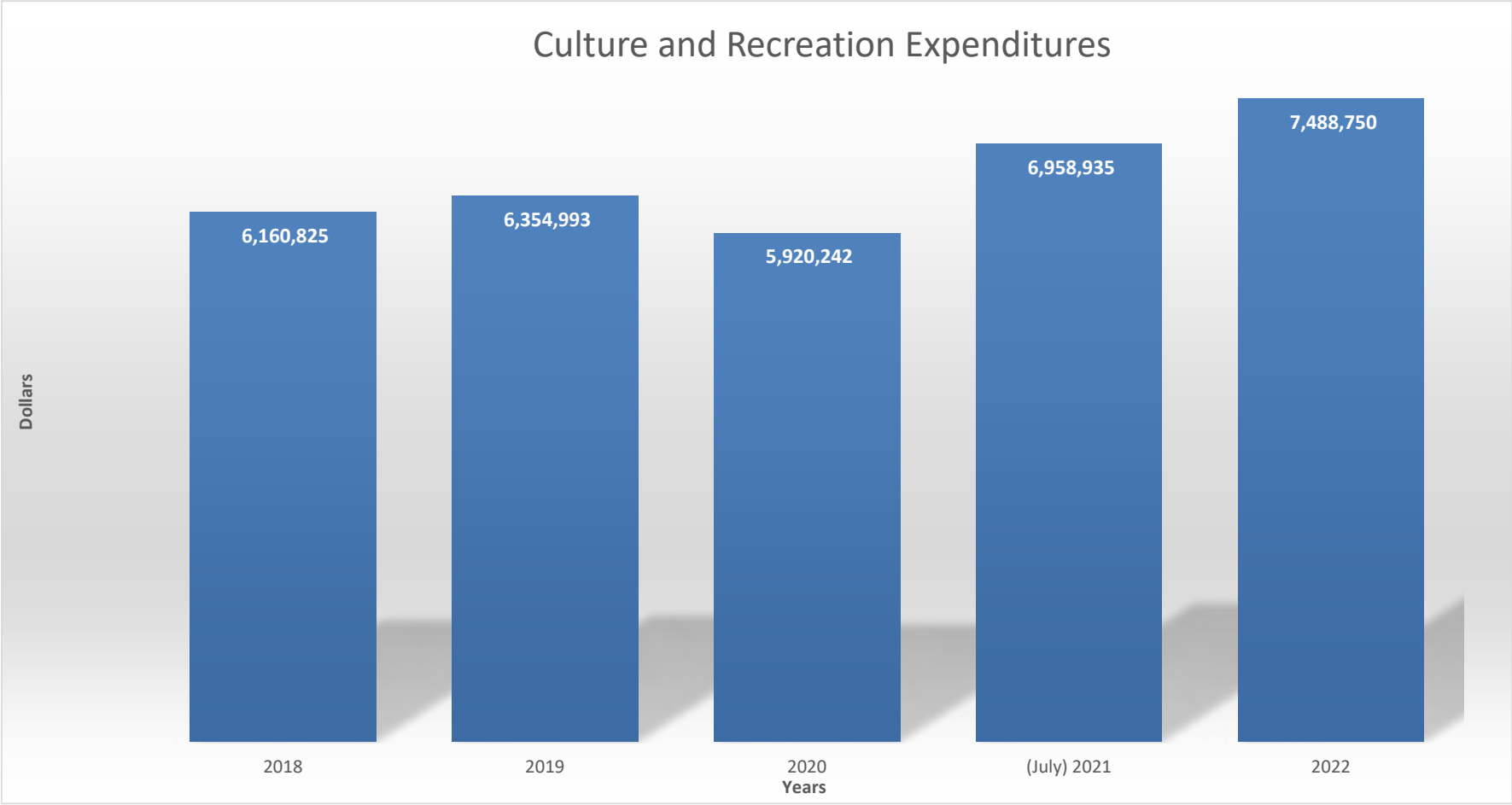
Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Culture and recreation:					
Parks and recreation:					
Personnel services	1,493,213	1,857,940	1,856,873	1,983,850	2,280,143
Other	3,722,540	3,471,853	2,762,521	3,162,735	3,711,842
Total parks and recreation	5,215,753	5,329,792	4,619,394	5,146,585	5,991,985
Library:					
Personnel services	583,956	645,586	731,498	736,989	944,413
Other	263,016	280,014	235,106	741,117	432,350
Total library	846,972	925,601	966,604	1,478,106	1,376,765
Nondepartmental:					
Kreher Preserve & Nature Ctr	-	-	10,000	10,000	15,000
Beautification Committee	38,000	38,000	38,000	38,000	38,000
Art Haus	-	-	-	-	6,500
Arts Association (Depot)	25,000	25,000	50,000	50,000	30,000
Museum of East Alabama	29,600	29,600	29,600	29,600	30,500
Other	5,500	7,000	206,644	206,644	-
Total culture and recreation	6,160,825	6,354,993	5,920,242	6,958,935	7,488,750

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022



9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Economic development:					
Personnel services	203,986	284,891	312,566	321,512	354,923
Other	108,961	113,825	107,593	136,800	266,375
Economic development	312,947	398,716	420,159	458,312	621,298
Nondepartmental:					
Golden States Foods	210,000	50,000	50,000	50,000	50,000
Dollar Tree		-	36,200	-	-
Bonnie Plants		-	-	-	155,000
Pharmavite	123,686	127,050	140,000	140,000	140,000
Eastwynn Theaters	85,692	84,669	38,949	45,000	100,000
Glynn Smith	44,791	-	-	-	-
Tiger Square	11,616	15,660	13,642	50,000	50,000
Old Lowes Building	-	-	122,850	86,043	175,000
Thompson Tractor	-	43,682	62,387	100,000	100,000
Yongsan	-	-	-	90,500	70,000
THF/MRP Tiger Town, LLC		-	46,550	-	150,000
Tiger Town	694,885	494,726	-	-	-
Mando	-	100,000	-	50,000	50,000
Hanwha Economic Incentive	117,000	-	-	35,000	35,000
Gambro Economic Incentive	55,000	35,000	70,000	139,000	139,000
Daewon Economic Incentive	8,750	8,750	-	8,750	-
South East Alabama Gas	-	-	-	-	-
Mando-Prop Tax	75,770	50,483	40,380	76,000	76,000
Car Tech	104,532	28,851	25,000	25,000	25,000

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Economic development:					
Nondepartmental (continued):					
S&E Holdings (shooting range)	91,500				
Broadview Properties	-	74,088	-	-	-
First South Farm Credit	-	18,500	-	-	-
Plainsmen	-	327,000	-	-	-
Renovation-FA & Nuri	-	-	-	35,000	35,000
Prop tax - JoAnn Stores	64,367	78,290	78,241	78,290	78,290
Prop tax - Hanwha	11,182	12,468	12,353	12,500	12,500
SouthsideOpel LLC	-	13,906	89,047	92,288	-
BC Stone-Camelot	-	97,555	-	-	-
Total Nondepartmental	1,698,771	1,660,677	825,597	1,113,371	1,440,790
Total economic development	2,011,718	2,059,393	1,245,756	1,571,683	2,062,088
Education:					
Opelika City Schools	3,000,000	3,350,000	3,000,000	3,000,000	3,000,000
Opelika City Schools Pre-K	-	-	310,000	310,000	310,000
Lee County Water Festival	3,000	3,000	-	3,500	3,500
AO Discover (STEM)	-	-	-	-	5,000
First Class Pre K	-	-	-	-	20,000
Lee County Literacy Society	-	-	-	-	2,500
Other	3,000	35,971	6,500	1,500	-
Total Education	3,006,000	3,388,971	3,316,500	3,315,000	3,341,000
Total current expenditures	38,158,911	41,816,596	42,056,820	45,268,421	49,855,879

9/3/2021 12:00 PM

City of Opelika

Annual Budget

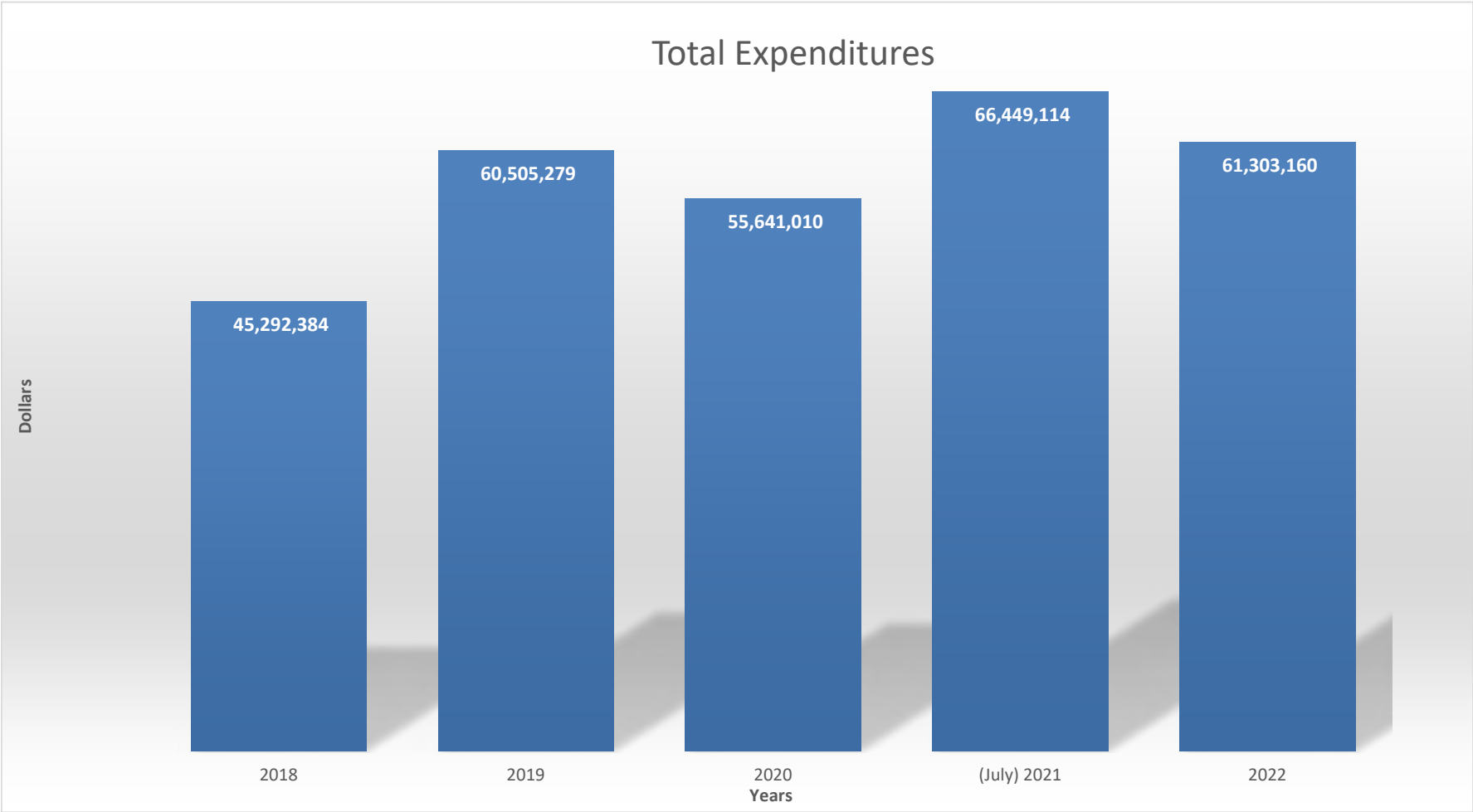
Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Capital outlay:	6,388,056	17,990,592	13,584,190	21,180,693	11,447,281
Debt service:					
Issue cost and Trustee fees	-	-	-	-	-
Principal	691,372	680,215	-	-	-
Interest	54,045	17,876	-	-	-
	745,417	698,091	-	-	-
Total expenditures	45,292,384	60,505,279	55,641,010	66,449,114	61,303,160
Excess of revenues over (under) expenditures	12,719,454	1,648,090	9,655,659	3,686,687	8,601,518

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21) : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022



9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Other financing sources (uses):					
Proceeds from General Long-Term Debt	-	-	-	-	-
Sales of fixed assets	207,893	73,971	35,090	124,010	-
Transfers from Electric Utility Fund	2,997,769	3,000,000	3,000,000	3,000,000	3,500,000
Transfers from Grant Funds	-	-	-	1,158,459	-
Transfers from Sales Tax Revenue Fund	-	-	-	-	-
Transfers from Garden Hills Cemetery	-	-	-	-	-
Perpetual Care Trust Fund	13,281	18,595	24,770	8,025	25,000
Transfers from Governmental Funds	2,375	-	-	-	-
Transfers from General Obligation Debt Service Fund	-	-	-	-	-
Transfers to Grant Funds	(386,191)	(510,506)	(734,460)	(135,814)	-
Transfers to GO 2010 Warrants	(64,823)	(64,608)	(2,094)	-	-
Transfers to Garden Hills Cemetery	-	-	-	-	-
Perpetual Care Trust Fund	(26,723)	(29,731)	(29,333)	(29,660)	(30,000)
Transfers to Committed Road Const Fund	-	-	-	-	-
Transfers to SRF 1/2% Sales Tax Reserve Fund	(3,207,198)	(3,377,924)	(3,537,915)	(3,496,306)	(4,843,223)
Transfers to Capital Projects Fund 1% Sales Tax	-	-	-	-	(1,586,604)
Transfers to GO 2011 Warrants	(4,008,806)	(4,012,248)	(3,114,961)	(4,020,562)	(4,020,224)
Transfers to 2010B Warrants Defeasance	-	-	(1,251,085)	-	-
Transfers to 2019B GO Ref 2011	-	-	(1,351,125)	(1,510,424)	(1,646,466)
Transfers to Fund 0012	-	-	95,276	-	-
Transfers to Sewer Fund	-	-	-	-	-
Total other financing sources (uses):	(5,926,372)	(4,902,451)	(6,865,837)	(4,902,272)	(8,601,517)

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

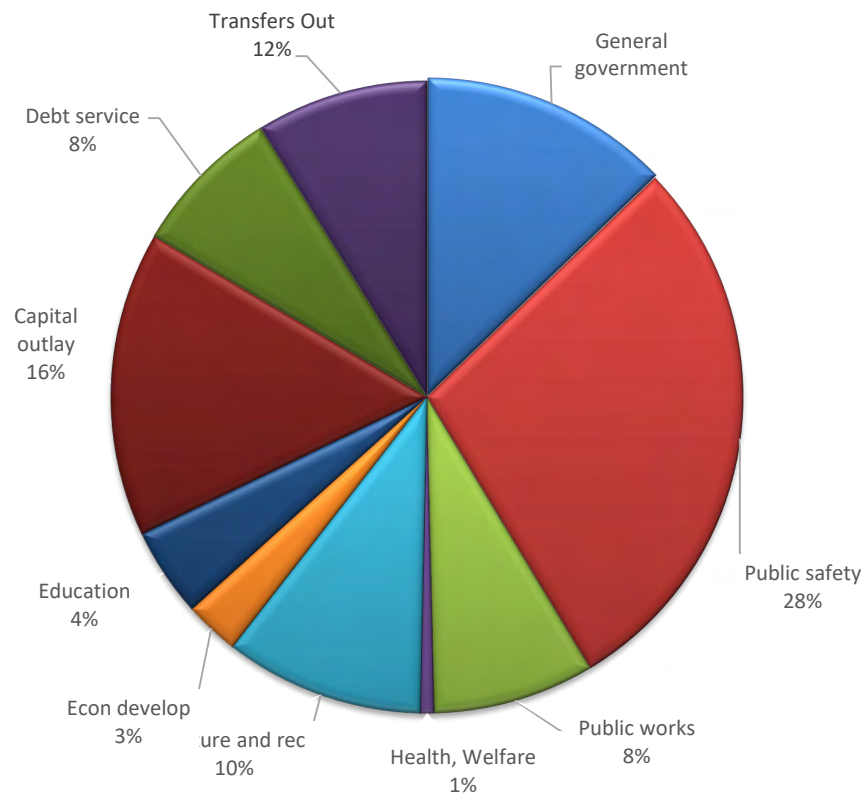
Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
General Fund:					
Excess of revenues and other sources over (under) expenditures and other uses	6,793,082	(3,254,367)	2,789,824	(1,215,584)	0
Projected fund balance, beginning of year	59,374,798	66,651,995	63,397,628	66,187,452	64,971,868
Adjustment	484,115	-	-	-	-
Projected fund balance, end of year	66,651,995	63,397,628	66,187,452	64,971,868	64,971,868

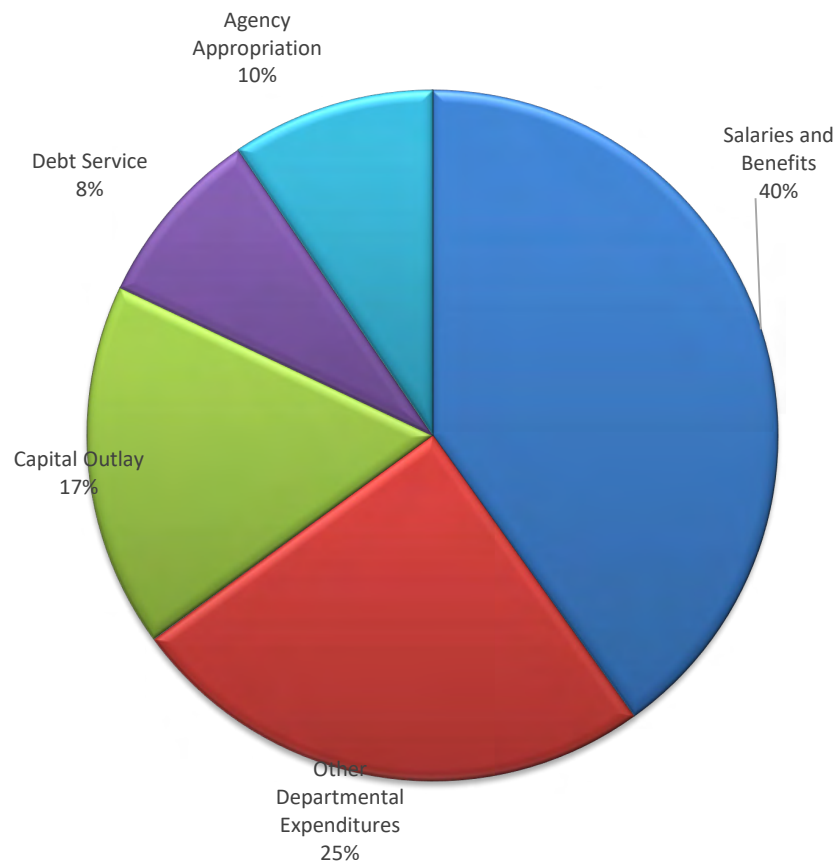
9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

2022 EXPENDITURES BY FUNCTION



2022 DISTRIBUTION OF EXPENDITURES



9/3/2021 12:00 PM

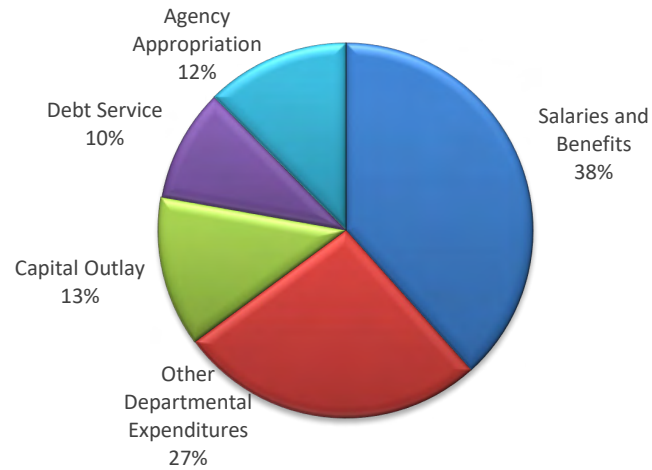
City of Opelika

Annual Budget

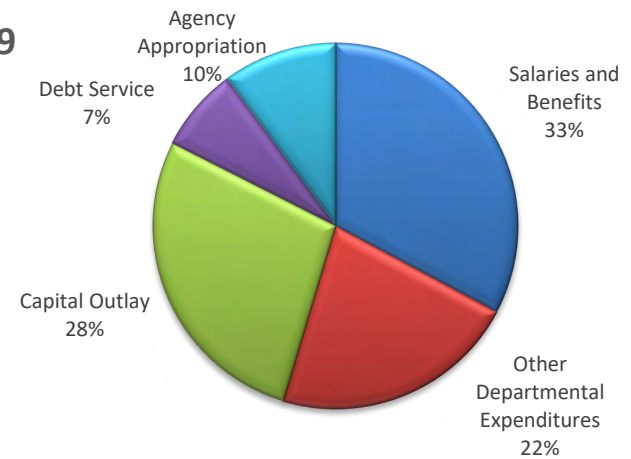
Fiscal year ending September 30, 2022

HISTORICAL DISTRIBUTION OF EXPENDITURES

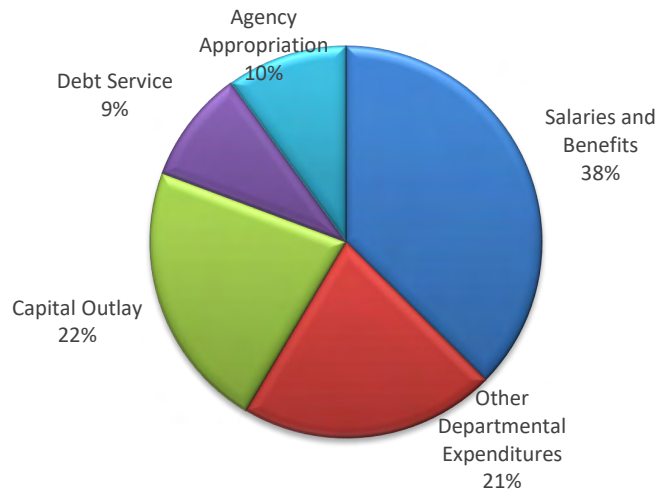
2018



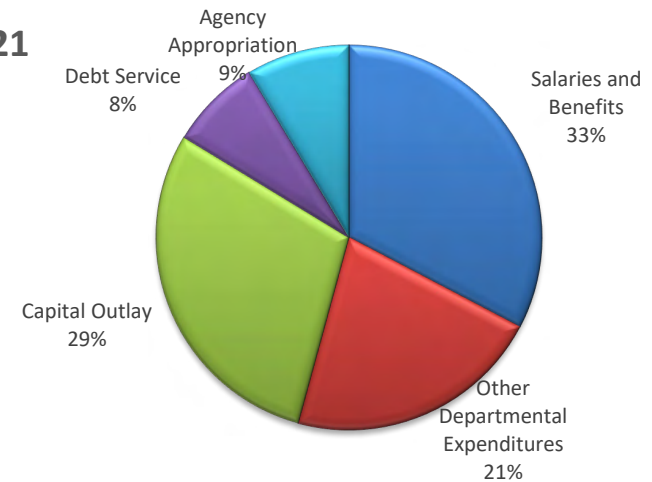
2019



2020



2021



9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are restricted to expenditure for particular purposes.

The School Tax Special Revenue Fund is used to account for Ad valorem tax revenues that are restricted for school purposes. Revenues in excess of debt service on school debt are paid to the Opelika City Board of Education and are classified as an education appropriation.

The Lodging Tax Fund is used to account for revenues that are intended for economic development initiatives.

4¢ State Gasoline Tax Fund - This fund is used to account for the government's share of revenues to be used exclusively for the purposes of paying the costs of resurfacing, restoration, and rehabilitation of roads, bridges and streets, and bridge replacement and road construction.

7¢ State Gasoline Tax Fund - This fund is used to account for the government's share of revenues to be used exclusively for the purposes of paying the costs of transportation planning, the construction, reconstruction, maintenance, widening, alteration and improvement of public roads, bridges, streets and other public v

Rebuild Alabama State Gasoline Tax Fund – This fund is used to account for the government's share of revenues to be used exclusively for the purposes of paying the costs of maintenance or construction of roads and bridges, match funds for federal road or bridge projects, or the payment of any debt, subject to certain limits in the Act, associated with road or bridge projects.

Capital Improvement Funds - These funds are used to account for the government's share of revenues to be used exclusively for the purposes of paying the costs of capital improvements or the renovation of capital improvements or to retire debt associated with capital improvements.

Workmen's Compensation Insurance Fund is used to account for the allocation of costs associated with the workmen's compensation self insurance fund.

Sportsplex fund is used to account for sales tax that is intended for debt service and other ongoing operations of the recreation center.

Garden Hills Cemetery Trust Fund is a permanent fund that is used to account for resources that are legally restricted.

Rosemere Cemetery Fund - This fund is used to account for the government's share of revenues to be used exclusively for the perpetual care, maintenance, and preservation of the graves in this cemetery.

Community Development grant funds are used for funding various projects including substandard housing and other community improvements.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Schools Property Tax Fund:					
Revenues:					
Property:					
Property	6,790,693	7,937,648	8,563,261	9,000,000	9,100,000
Miscellaneous:					
Contributions	-	-	-	-	-
Interest	16,553	44,581	30,911	5,000	5,000
Total revenues	<u>6,807,246</u>	<u>7,982,229</u>	<u>8,594,172</u>	<u>9,005,000</u>	<u>9,105,000</u>
Expenditures:					
Nondepartmental:					
Education	<u>5,811,615</u>	<u>6,994,840</u>	<u>7,661,496</u>	<u>8,042,513</u>	<u>8,138,482</u>
Excess of revenues over (under) expenditures	<u>995,631</u>	<u>987,389</u>	<u>932,676</u>	<u>962,487</u>	<u>966,518</u>
Other financing sources (uses):					
Transfers to debt service funds	<u>(995,018)</u>	<u>(987,389)</u>	<u>(932,676)</u>	<u>(962,487)</u>	<u>(966,518)</u>
Excess of revenues and other sources over (under) expenditures and other uses	612	-	-	-	-
Projected fund balance, beginning of year	<u>-</u>	<u>612</u>	<u>612</u>	<u>612</u>	<u>612</u>
Projected fund balance, end of year	<u><u>612</u></u>	<u><u>612</u></u>	<u><u>612</u></u>	<u><u>612</u></u>	<u><u>612</u></u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Lodging Tax Fund:					
Revenues:					
Miscellaneous:					
Lodging Fees	419,897	475,959	362,234	430,000	430,000
Interest	6,055	13,981	5,892	100	-
Contributions	-	30,000	-	-	-
Total revenues	<u>425,952</u>	<u>519,940</u>	<u>368,126</u>	<u>430,100</u>	<u>430,000</u>
Expenditures:					
Economic Development	173,043	150,761	39,193	20,000	250,000
Other Contractual Services	24,000	-	-	10,000	117,500
General Government Appropriations	-	147,391	125,000	38,000	62,500
Capital Outlay	-	-	-	-	-
Total expenditures	<u>197,043</u>	<u>298,152</u>	<u>164,193</u>	<u>68,000</u>	<u>430,000</u>
Excess of revenues over (under) expenditures	228,909	221,788	203,933	362,100	-
Other financing sources (uses):					
Transfers from General Fund	-	-	-	-	-
Transfers to General Fund	-	-	-	-	-
Transfers from (to) General Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess of revenues and other sources over (under) expenditures and other uses	228,909	221,788	203,933	362,100	-
Projected fund balance, beginning of year	<u>847,810</u>	<u>1,076,719</u>	<u>1,298,507</u>	<u>1,502,440</u>	<u>1,864,540</u>
Projected fund balance, end of year	<u>1,076,719</u>	<u>1,298,507</u>	<u>1,502,440</u>	<u>1,864,540</u>	<u>1,864,540</u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
4 cent State Gasoline Tax Fund:					
Revenues:					
Intergovernmental:					
Shared state gasoline tax	61,605	62,827	58,745	60,666	63,000
Miscellaneous:					
Interest	11	3,319	1,264	100	-
Other	-	-	-	-	-
Total revenues	61,616	66,146	60,009	60,766	63,000
Expenditures:					
Current:					
Public works	-	-	-	-	-
Capital Outlay	-	-	-	64,000	63,000
Total expenditures	-	-	-	64,000	63,000
Excess of revenues over (under) expenditures	61,616	66,146	60,009	(3,234)	-
Projected fund balance, beginning of year	28,621	90,237	156,383	216,392	213,158
Projected fund balance, end of year	90,237	156,383	216,392	213,158	213,158

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
7 cent State Gasoline Tax Fund:					
Revenues:					
Intergovernmental:					
Shared state gasoline tax	78,288	79,962	74,642	77,018	80,000
Miscellaneous:					
Interest	3,204	6,821	3,310	50	-
Total revenues	81,492	86,783	77,952	77,068	80,000
Expenditures:					
Current:					
Public works	-	-	-	-	-
Capital outlay	-	-	-	80,400	80,000
Total expenditures	-	-	-	80,400	80,000
Excess of revenues over (under) expenditures	81,492	86,783	77,952	(3,332)	-
Projected fund balance, beginning of year	259,429	340,921	427,704	505,656	502,324
Projected fund balance, end of year	340,921	427,704	505,656	502,324	502,324

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
State Gasoline Tax, Rebuild Alabama:					
Revenues:					
Intergovernmental:					
Shared state gasoline tax	-	-	45,819	174,500	175,000
Miscellaneous:					
Interest	-	-	-	30	-
Total revenues	-	-	45,819	174,530	175,000
Expenditures:					
Current:					
Public works	-	-	-	-	-
Capital outlay	-	-	-	107,036	175,000
Total expenditures	-	-	-	107,036	175,000
Excess of revenues over (under) expenditures	-	-	45,819	67,494	-
Projected fund balance, beginning of year	-	-	-	45,819	113,313
Projected fund balance, end of year	-	-	45,819	113,313	113,313

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Capital Improvement Fund					
Revenues:					
Intergovernmental:					
Shared state gasoline tax	226,126	238,829	256,340	267,787	270,000
Industrial access grant	153,558	2,270,019	459,641	-	-
Miscellaneous:					
Interest	5,546	13,553	4,848	25	-
Other	-	-	-	-	-
Total revenues	<u>385,230</u>	<u>2,522,401</u>	<u>720,829</u>	<u>267,812</u>	<u>270,000</u>
Expenditures:					
Current:					
Public works	-	-	81,564	-	-
Capital Outlay	<u>949,300</u>	<u>1,536,538</u>	<u>486,587</u>	<u>1,130,331</u>	<u>270,000</u>
Total expenditures	<u>949,300</u>	<u>1,536,538</u>	<u>568,151</u>	<u>1,130,331</u>	<u>270,000</u>
Excess of revenues over (under) expenditures	(564,070)	985,863	152,678	(862,519)	-
Other financing sources (uses):					
Transfers In	425,129	934,357	697,990	59,419	-
Transfers Out	-	-	-	(255,000)	-
Transfers from (to) Other Funds	<u>425,129</u>	<u>934,357</u>	<u>697,990</u>	<u>(195,581)</u>	<u>-</u>
Excess of revenues and other sources over (under) expenditures and other uses	(138,941)	1,920,220	850,668	(1,058,100)	-
Projected fund balance, beginning of year	<u>(251,634)</u>	<u>(390,575)</u>	<u>1,529,645</u>	<u>2,380,313</u>	<u>1,322,213</u>
Projected fund balance, end of year	<u><u>(390,575)</u></u>	<u><u>1,529,645</u></u>	<u><u>2,380,313</u></u>	<u><u>1,322,213</u></u>	<u><u>1,322,213</u></u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Workman's Compensation Insurance:					
Operating revenues:					
Charges for Insurance	514,755	424,534	414,970	500,000	500,000
Operating expenses:					
Insurance Claims and expenses	378,929	175,119	180,416	220,000	250,000
Operating income	135,826	249,415	234,554	280,000	250,000
Nonoperating revenues:					
Interest	21,595	47,903	21,552	4,000	4,000
Operating transfer in (out)	(238,200)	-	-	-	(254,000)
Change in net assets	(80,779)	297,318	256,106	284,000	-
Net assets, beginning of year	2,755,885	2,675,106	2,972,422	3,228,528	3,512,528
Net assets, end of year	2,675,106	2,972,422	3,228,528	3,512,528	3,512,528

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Health Insurance Fund:					
Operating revenues:					
Charges for Insurance	2,108,367	3,968,645	4,062,637	4,200,000	4,207,550
Operating expenses:					
Insurance Claims and expenses	3,852,695	3,950,113	3,211,218	3,289,298	4,461,650
Operating income	(1,744,328)	18,532	851,419	910,702	(254,100)
Nonoperating revenues:					
Interest	76	1,242	2,208	100	100
Operating transfer in (out)	1,692,149	-	-	-	254,000
Change in net assets	(52,103)	19,774	853,627	910,802	-
Net assets, beginning of year	-	(52,104)	(32,331)	821,296	1,732,098
Net assets, end of year	(52,103)	(32,331)	821,296	1,732,098	1,732,098

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Lee County Road Maintenance Fund					
Revenues:					
Miscellaneous:					
Interest	4,000	28,334	25,430	5,000	-
Contributions	-	-	-	-	-
Total revenues	4,000	28,334	25,430	5,000	-
Expenditures:					
Contractual Services	-	-	-	-	-
Capital Outlay	-	-	-	241,000	750,000
Excess of revenues over (under) expenditures	4,000	28,334	25,430	(236,000)	(750,000)
Other financing sources (uses):					
Transfers from General Fund	-	-	-	-	-
Transfers to General Fund	-	-	-	(652,000)	-
Transfers from (to) General Fund	-	-	-	(652,000)	-
Excess of revenues and other sources over (under) expenditures and other uses	4,000	28,334	25,430	(888,000)	(750,000)
Projected fund balance, beginning of year	1,602,129	1,606,129	1,634,463	1,659,893	771,893
Projected fund balance, end of year	1,606,129	1,634,463	1,659,893	771,893	21,893

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Sportsplex Fund:					
Revenues:					
Miscellaneous:					
Interest	108,752	200,278	125,083	10,000	10,000
Contributions	157,499	375,000	102,500	-	-
Total revenues	<u>266,251</u>	<u>575,278</u>	<u>227,583</u>	<u>10,000</u>	<u>10,000</u>
Expenditures:					
Current:					
Bldg & Imp Repair/Maint	-	-	-	-	180,000
Appropriation for Justice Center Additions	359,214	361,630	357,512	358,000	358,835
Other	-	-	-	-	2,650,693
Capital Outlay	-	-	-	-	-
Total expenditures	<u>359,214</u>	<u>361,630</u>	<u>357,512</u>	<u>358,000</u>	<u>3,189,528</u>
Excess of revenues over (under) expenditures	<u>(92,963)</u>	<u>213,648</u>	<u>(129,929)</u>	<u>(348,000)</u>	<u>(3,179,528)</u>
Other financing sources (uses):					
Transfers from Governmental Funds	3,207,198	3,377,924	3,537,915	3,400,000	4,843,223
Transfers to Governmental Funds (Debt)	<u>(1,599,508)</u>	<u>(1,604,344)</u>	<u>(1,603,948)</u>	<u>(1,659,408)</u>	<u>(1,663,695)</u>
Other financing sources (uses)	<u>1,607,690</u>	<u>1,773,580</u>	<u>1,933,967</u>	<u>1,740,592</u>	<u>3,179,528</u>
Excess of revenues and other sources over (under) expenditures and other uses	1,514,727	1,987,228	1,804,038	1,392,592	-
Projected fund balance, beginning of year	<u>8,711,408</u>	<u>10,226,135</u>	<u>12,213,363</u>	<u>14,017,401</u>	<u>15,409,993</u>
Projected fund balance, end of year	<u><u>10,226,135</u></u>	<u><u>12,213,363</u></u>	<u><u>14,017,401</u></u>	<u><u>15,409,993</u></u>	<u><u>15,409,993</u></u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Garden Hills Cemetery Trust Fund:					
Revenues:					
Miscellaneous:					
Interest	9,354	10,183	9,625	5,000	5,000
Other	64,165	73,352	111,615	14,500	-
Total revenues	73,519	83,535	121,240	19,500	5,000
Expenditures:					
Current:	7,677	7,964	8,591	5,950	10,000
Excess of revenues over (under) expenditures	65,842	75,571	112,649	13,550	(5,000)
Other financing sources (uses):					
Transfers from General Fund	26,723	29,731	29,333	20,980	30,000
Transfers to General Fund	(13,281)	(18,595)	(24,770)	(20,647)	(25,000)
Transfers from (to) General Fund	13,442	11,136	4,563	333	5,000
Excess of revenues and other sources over (under) expenditures and other uses	79,284	86,707	117,212	13,883	-
Projected fund balance, beginning of year	1,064,481	1,143,765	1,230,475	1,347,687	1,361,570
Projected fund balance, end of year	1,143,765	1,230,475	1,347,687	1,361,570	1,361,570

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Rosemere Cemetery Fund:					
Revenues:					
Miscellaneous:					
Interest	29	35	-	-	-
Contributions	8,702	7,953	12,145	-	12,000
Total revenues	8,731	7,988	12,145	-	12,000
Expenditures:					
Contractual Services	20,423	16,930	1,181	1,000	12,000
Capital Outlay	-	-	-	-	-
Excess of revenues over (under) expenditures	(11,692)	(8,942)	10,964	(1,000)	-
Other financing sources (uses):					
Transfers from General Fund	-	-	-	-	-
Transfers to General Fund	-	-	-	-	-
Transfers from (to) General Fund	-	-	-	-	-
Excess of revenues and other sources over (under) expenditures and other uses	(11,692)	(8,942)	10,964	(1,000)	-
Projected fund balance, beginning of year	10,902	(790)	(9,732)	1,232	232
Projected fund balance, end of year	(790)	(9,732)	1,232	232	232

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
HUD Entitlement Grant Fund Program Years 2018-2022:					
Revenues:					
Intergovernmental:					
Federal grants	280,294	255,490	205,552	452,164	292,864
Miscellaneous:					
Other	-	-	3,870	-	-
Total revenues	280,294	255,490	209,422	452,164	292,864
Expenditures:					
Current:	290,960	270,023	202,741	441,857	292,864
Capital Outlay:	-	-	-	-	-
	290,960	270,023	202,741	441,857	292,864
Excess of revenues over (under) expenditures	(10,666)	(14,533)	6,681	10,307	-
Other financing sources (uses):					
Transfers from General Fund	-	-	28,762	-	-
Transfers to General Fund	-	-	(3,843)	-	-
Transfers from (to) General Fund	-	-	24,919	-	-
Excess of revenues and other sources over (under) expenditures and other uses	(10,666)	(14,533)	31,600	10,307	-
HUD Entitlement Grant Fund Program Years 2015-2019:					
Projected fund balance, beginning of year	(19,282)	(30,898)	(45,431)	(13,831)	(3,524)
Projected fund balance, end of year	(30,898)	(45,431)	(13,831)	(3,524)	(3,524)

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Capital Projects Funds

The Opelika Corrections Fund is used to account for Special Court Costs and Fees which were enacted in 2009.

The 2011 Road Construction Fund is used to account for 1% sales tax proceeds that are used for the 2011 High School Renovation and Road Construction Warrants

The Future Capital Improvements, Roads, Buildings, other Fund will be used for development of future infrastructure.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Year to Date (July) 2021	Budget 2022
Opelika Corrections Fund:					
Revenues:					
Fines and forfeits:					
Public safety:					
Fines and costs	159,938	133,579	90,607	117,175	125,000
Interest	4,647	10,844	3,770	100	-
Total revenues	164,585	144,423	94,377	117,275	125,000
Expenditures:					
Current:	7,462	2,064	16,411	19,850	125,000
Capital Outlay	-	-	9,574	10,000	-
Total expenditures	7,462	2,064	25,985	29,850	125,000
Excess of revenues over (under) expenditures	157,123	142,359	68,392	87,425	-
Other financing sources (uses):					
Transfers from General Fund	-	-	-	-	-
Transfers to General Fund	(2,375)	-	-	-	-
Transfers from (to) General Fund	(2,375)	-	-	-	-
Excess of revenues and other sources over (under) expenditures and other uses	154,748	142,359	68,392	87,425	-
Projected fund balance, beginning of year	576,385	731,133	873,492	941,884	1,029,309
Projected fund balance, end of year	731,133	873,492	941,884	1,029,309	1,029,309

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Year to Date (July) 2021	Budget 2022
2011 Road Construction Fund:					
Revenues:					
Miscellaneous:					
Investment income	20,210	6,744	-	-	-
Contributions	362,424	-	-	-	-
Total revenues	<u>382,634</u>	<u>6,744</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:					
Public works	-	-	-	-	-
Capital Outlay	<u>4,372,222</u>	<u>59,572</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>4,372,222</u>	<u>59,572</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess of revenues over (under) expenditures	<u>(3,989,588)</u>	<u>(52,828)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other financing sources (uses):					
Transfers from governmental funds	-	-	-	-	-
Transfers to governmental funds	<u>(44,115)</u>	<u>(430,528)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers from (to) General Fund	<u>(44,115)</u>	<u>(430,528)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess of revenues and other sources over (under) expenditures and other uses	<u>(4,033,703)</u>	<u>(483,356)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Projected fund balance, beginning of year	<u>4,742,459</u>	<u>708,756</u>	<u>225,400</u>	<u>225,400</u>	<u>225,400</u>
Projected fund balance, end of year	<u><u>708,756</u></u>	<u><u>225,400</u></u>	<u><u>225,400</u></u>	<u><u>225,400</u></u>	<u><u>225,400</u></u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Year to Date (July) 2021	Budget 2022
Future Capital Improvements, Roads, Buildings, Other					
Revenues:					
Miscellaneous:					
Interest	-	-	-	-	-
Total revenues	-	-	-	-	-
Expenditures:					
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	1,586,604
Excess of revenues over (under) expenditures	-	-	-	-	(1,586,604)
Other financing sources (uses):					
Debt proceeds net premium	-	-	-	-	-
Transfers from other funds	-	-	-	-	1,586,604
Transfers to other funds	-	-	-	-	-
Transfers from (to) General Fund	-	-	-	-	1,586,604
Excess of revenues and other sources over (under) expenditures and other uses	-	-	-	-	-
Projected fund balance, beginning of year	-	-	-	-	-
Projected fund balance, end of year	-	-	-	-	-

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Enterprise Funds

Enterprise Funds are established to account for the financing of self-supporting enterprises that render goods or services to the public at large on a consumer charge basis. Accounting for the operations of such funds is similar to that of a private, profit-making business.

Electric Utility Fund - This fund is used to account for the activities of the government's electric distribution operations.

1965 Sewer System fund - This fund is used to account for the activities of the government's wastewater treatment operations.

Solid Waste Collection Fund - This fund is used to account for the activities of the government's solid waste collection activities.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Enterprise Funds:					
Opelika Power Services:					
Electric Utility Fund:					
Operating revenues:					
Charges for services	43,782,051	43,280,257	42,086,861	40,043,743	42,527,500
		-			
Operating expenses:					
Power purchased	29,191,511	28,792,296	26,843,009	27,806,092	28,100,000
Depreciation	2,973,243	2,901,326	2,956,100	2,944,571	3,000,000
Personnel services	2,875,992	3,319,458	3,901,916	3,936,546	4,571,424
Other	2,191,642	2,228,660	2,812,622	2,626,959	3,697,200
Services provided by other funds	259,884	251,227	226,740	234,627	249,707
Total operating expenses	37,492,272	37,492,968	36,740,387	37,548,795	39,618,331
Operating income	6,289,779	5,787,289	5,346,474	2,494,948	2,909,169
Nonoperating revenues (expenses):					
Interest revenues	461,332	766,192	598,971	294,696	375,000
Miscellaneous revenues	1,008,057	1,165,384	1,528,206	1,050,160	841,000
Sale of fixed assets	(65,561)	27,750	(11,939)	26,800	25,000
Interest expense and fiscal charges	(1,390,069)	(1,406,092)	(1,158,923)	(1,167,923)	(1,109,724)
Other revenues	-	35,253	18,445	26,154	20,000
Total nonoperating revenue (expenses)	13,759	588,487	974,760	229,887	151,276
Income before operating transfers	6,303,538	6,375,776	6,321,234	2,724,835	3,060,445

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Opelika Power Services:					
Electric Utility Fund:					
Operating transfers in (out):					
Capital Contributions	411,775	1,051,657	803,387	890,288	800,000
To other funds	(2,997,769)	(3,000,000)	(3,206,201)	(3,000,000)	(3,500,000)
	<u>(2,585,994)</u>	<u>(1,948,343)</u>	<u>(2,402,814)</u>	<u>(2,109,712)</u>	<u>(2,700,000)</u>
Change in net assets	3,717,544	4,427,427	3,918,420	615,123	360,445
Net Assets, beginning of year	<u>40,266,397</u>	<u>43,983,941</u>	<u>48,411,368</u>	<u>52,329,788</u>	<u>52,944,911</u>
Projected Retained Earnings/Net Assets	<u>43,983,941</u>	<u>48,411,368</u>	<u>52,329,788</u>	<u>52,944,911</u>	<u>53,305,356</u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Opelika Power Services:					
Telecommunications Fund:					
Operating revenues:					
Charges for services	6,779,491	605,659	-	-	-
Operating expenses:					
Telecommunication Purchases	2,609,178	245,587	-	-	-
Depreciation	2,380,629	137,276	-	-	-
Personnel services	958,934	17,413	73,926	-	-
Other	1,197,979	198,915	-	-	-
Services provided by other funds	51,975	7,279	-	-	-
Total operating expenses	7,198,695	606,470	73,926	-	-
Operating income	(419,204)	(811)	(73,926)	-	-
Nonoperating revenues (expenses):					
Interest revenues	9,839	57,565	4,459	10	-
Miscellaneous revenues	42,957	43,315	91	120,000	120,000
Sale of fixed assets	-	4,898,996	-	-	-
Interest expense and fiscal charges	(550,454)	(258,884)	(229,753)	(226,121)	(225,600)
Total nonoperating revenues (expenses)	(497,658)	4,740,992	(225,204)	(106,111)	(105,600)
Income before operating transfers	(916,862)	4,740,181	(299,129)	(106,111)	(105,600)

*The Telecommunications Business was sold to Point Broadband, LLC, on November 8, 2018.

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Opelika Power Services:					
Telecommunications Fund:					
Operating transfers in (out):					
Capital Contributions	6,842	-	-	-	-
From other funds	-	-	1,464,559	-	-
To other funds	-	-	-	-	-
Net income (Loss)	(910,020)	4,740,181	1,165,430	(106,111)	(105,600)
Net Assets, beginning of year	(13,424,969)	(14,411,978)	(9,671,797)	(8,506,367)	(8,612,478)
Prior Period Adjustment	(76,989)	-	-	-	-
Net Assets, end of year	<u>(14,411,978)</u>	<u>(9,671,797)</u>	<u>(8,506,367)</u>	<u>(8,612,478)</u>	<u>(8,718,078)</u>

*The Telecommunications Business was sold to Point Broadband, LLC, on November 8, 2018.

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
1965 Sewer System Fund:					
Operating revenues:					
Charges for services	4,725,060	4,836,495	5,278,548	5,696,776	5,705,000
Operating expenses:					
Depreciation	998,326	1,068,353	1,093,334	1,097,217	1,200,000
Personnel services	3,744	-	-	-	-
Other	2,488,647	1,961,928	1,941,028	1,904,261	2,187,777
Services provided by other funds	30,158	42,033	88,104	88,116	91,494
Total operating expenses	3,520,875	3,072,314	3,122,466	3,089,594	3,479,271
Operating income	1,204,185	1,764,181	2,156,082	2,607,182	2,225,729
Nonoperating revenues (expenses):					
Interest revenues	59,960	134,135	23,406	120	-
Miscellaneous revenues	5,509	10,009	-	-	-
Sale of fixed assets	1,565	-	30,500	558	-
Interest expense and fiscal charges	(269,416)	(248,508)	(176,871)	(48,172)	(35,768)
Other expenses	-	-	-	-	-
Total nonoperating revenues (expenses)	(202,382)	(104,364)	(122,965)	(47,494)	(35,768)

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
1965 Sewer System Fund:					
Income before operating transfers	1,001,803	1,659,817	2,033,117	2,559,688	2,189,961
Operating transfers in (out):					
Capital Contributions	74,843	4,148,966	18,229	-	-
From general fund	-	-	-	-	-
	<u>74,843</u>	<u>4,148,966</u>	<u>18,229</u>	<u>-</u>	<u>-</u>
Net income (Loss)	1,076,646	5,808,783	2,051,346	2,559,688	2,189,961
Net Assets, beginning of year	<u>29,058,585</u>	<u>30,135,231</u>	<u>35,944,014</u>	<u>37,995,360</u>	<u>40,555,048</u>
Projected Net Assets, end of year	<u><u>30,135,231</u></u>	<u><u>35,944,014</u></u>	<u><u>37,995,360</u></u>	<u><u>40,555,048</u></u>	<u><u>42,745,009</u></u>

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Solid Waste Collection Fund:					
Operating revenues:					
Charges for services	3,199,498	3,403,239	3,634,258	4,083,793	3,943,000
Operating expenses:					
Landfill dumping charges	464,124	458,078	510,245	520,551	585,000
Depreciation	276,230	353,678	353,400	304,239	370,000
Personnel services	1,193,710	1,403,589	1,364,853	1,359,966	1,531,204
Other	471,733	395,930	445,640	531,596	1,150,000
Services provided by other funds	122,634	167,224	177,684	180,449	196,106
Total operating expenses	2,528,431	2,778,499	2,851,822	2,896,801	3,832,310
Operating income	671,067	624,740	782,436	1,186,992	110,690
Nonoperating revenues (expenses):					
Interest revenues	10,286	24,927	17,288	4,689	-
Miscellaneous revenues	65,826	28,885	15,069	24,995	4,500
Sale of fixed assets	47,234	(1,625)	(1,672)	38,764	-
Grant income	9,487	-	-	-	-
Other expenses	-	-	-	-	-
Total nonoperating revenues (expenses)	132,833	52,187	30,685	68,448	4,500
Income before operating transfers	803,900	676,927	813,121	1,255,440	115,190

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

	Actual 2018	Actual 2019	Actual 2020	Projection (July) 2021	Budget 2022
Solid Waste Collection Fund:					
Operating transfers in (out):					
From other funds	-	-	-	-	-
To other funds	-	-	-	-	-
Net income (Loss)	803,900	676,927	813,121	1,255,440	115,190
Net Assets, beginning of year	742,942	1,546,842	2,223,770	3,036,891	4,292,331
Net Assets, end of year	1,546,842	2,223,770	3,036,891	4,292,331	4,407,521

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

Capital Outlay Section

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Capital outlay:

General Fund:

Capital outlay - equipment, improvements and projects (exhibit A)
 Resurfacing
 ADA Sidewalk Compliance Project

<u>Resurfacing</u>	<u>Capital Outlay</u>
\$ -	\$ 9,785,281
\$ 162,000	\$ 162,000
\$ -	\$ 1,500,000
	<u>\$ 11,447,281</u>

Total General Fund Capital Outlay

Special Funds Capital Outlay:

Resurfacing:

State Gasoline Tax 4 & 5 cent, Fund 9
 State Gasoline Tax 7 cent, Fund 10
 Alabama Trust Fund Tax, Fund 11
 State Gasoline Tax (2019), Fund 12
 Road Maintenance Fund 53

\$ 63,000	\$ 63,000
\$ 80,000	\$ 80,000
\$ 270,000	\$ 270,000
\$ 175,000	\$ 175,000
<u>\$ 750,000</u>	<u>\$ 750,000</u>

Total Special Funds Capital Outlay

\$ 1,338,000

Total General Fund, Special Funds & Capital Projects Fund Capital Outlay

\$ 12,885,281

Total Resurfacing

\$ 1,500,000

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Capital outlay:

Enterprise Funds:

Electric Utility Fund:

Land and Buildings	\$ 365,000
Trucks & Equipment	\$ 925,000
Construction	\$ 4,100,000
Total electric Utility Fund fixed assets and system expansion	<u>\$ 5,390,000</u>

1965 Sewer System Fund:

Capital Outlay Equipment and Projects	\$ 1,930,000
Total 1965 Sewer System Fund fixed assets and system expansion	<u>\$ 1,930,000</u>

Solid Waste Collection Fund:

Capital Outlay Equipment	\$ 560,000
Total Solid Waste Collection Fund fixed assets	<u>\$ 560,000</u>

Total City of Opelika Capital Outlay	<u>\$ 20,765,281</u>
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9/3/2021 12:00 PM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2022

Human Resources Section

Attachment: City of Opelika 2022 Operating Budget Final-compressed (210-21 : Approve City Budget for

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

	<u>Budgeted Positions</u>	
	<u>Full Time</u>	<u>Part Time</u>
General Fund:		
General Government:		
Mayor:		
Mayor	1	
Administrative Asst to Mayor	1	
City Attorney:		
City Attorney		1
Legal Secretary	1	
Administration:		
City Administrator	1	
Legislative		
City Clerk	1	
Council Members		5
Other:		
Revenue:		
Code Compliance Officer	3	
Revenue Assistant	2	
Community Relations:		
Community Relations Officer	1	
Community Relations Coordinator	1	
Accounting:		
Controller/Treasurer	1	
Assistant Controller	1	
Senior Accountant	1	
Accountant	1	
Accounting Technician I	1	
Accounting Technician II	2	

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

Budgeted Positions

General Fund (continued):

Full
TimePart
Time

General Government (continued):

Other (continued):

Information Technology:

Chief Technology Officer

1

Administrative Assistant

1

GIS Administrator

2

GIS Intern

1

IT Technical Specialist II

1

IT Network Administrator

1

Senior Systems Administrator

2

Systems Administrator

1

Systems Support Specialist

1

Judicial:

Court Clerk

1

Court Magistrate

4

Human Resources Administration:

Human Resources Director

1

Human Resources Analyst

3

Human Resources Administrative Assistant

1

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

	<u>Budgeted Positions</u>	
	<u>Full</u>	<u>Part</u>
	<u>Time</u>	<u>Time</u>
General Fund (continued):		
General Government (continued):		
Other (continued):		
Planning:		
Planning Director	1	
Assistant Planning Director	1	
ADA Compliance Officer	1	
Community Development Administrator	1	
Planning and Zoning Technician	1	
Planner I	1	
Purchasing:		
Purchasing Agent/Revenue & Codes Compliance Director	1	
Buyer II	1	
Buyer I	1	
Stores Manager	1	
Building Service Worker	1	
Public Safety:		
Police:		
Chief of Police	1	
Assistant Chief of Police	1	
Administrative Coordinator	1	
Building Service Worker	1	
Community Relations Specialist	1	
Identification Technician	1	
Inmate Work Detail - Evidence Clerk	1	

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

	<u>Budgeted Positions</u>	
	<u>Full Time</u>	<u>Part Time</u>
General Fund (continued):		
Public Safety (continued):		
Police:		
Police Captain	4	
Police Lieutenant	6	
Police Detective	16	
Police Officer	50	
Police Sergeant	15	
Police Records Clerk	3	
Hwy Traffic Safety Manager, Grant Employee	1	
Communications:		
Communications Operator	16	
Communications Supervisor	1	
Fire:		
Fire Chief	1	
Administrative Coordinator	1	
Apparatus Operator Sergeant	15	
Battalion/Assistant Fire Chief	3	
Fire Captain	6	
Fire Captain - Inspector	1	
Fire Captain - Training Officer	1	
Fire Inspector	1	
Fire Lieutenant	6	
Fire Fighter	36	
HazMat Coordinator/AO	1	

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

Budgeted Positions

<u>Full Time</u>	<u>Part Time</u>
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General Fund (continued):

Probations:

Senior Probation Officer

1

Probation Officer

1

Public Works:

Highways and Streets:

ESG

Other:

Administration:

ESG

Cemetery:

ESG

Automotive shop:

ESG

Building maintenance:

ESG

Inspection:

Chief Building Inspector

1

Building Inspector

5

Permit Technician

3

Grounds Maintenance:

ESG

Engineering:

City Engineer

1

Assistant City Engineer

1

Administrative Assistant

1

Engineer Stormwater Coordinator

1

Engineering Technician

1

Registered Land Surveyor

1

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

	<u>Budgeted Positions</u>	
	<u>Full Time</u>	<u>Part Time</u>
General Fund (continued):		
Health:		
Animal Control:		
Animal Control Officer	1	
Culture and Recreation:		
Parks and Recreation:		
Parks and Recreation Director	1	
Assistant Parks & Recreation Director	1	
Sportsplex Manager	1	
Administrative Coordinator	1	
Adult Activities Coordinator	1	
Aquatics Coordinator	1	
Athletics Coordinator	1	
Building Service Worker	6	
Center Supervisor	3	
Fitness Coordinator	1	
Fitness Trainer	1	
Head Swim Coach	1	
Maintenance Coordinator	1	
Parks and Recreation Marketing Membership	1	
Parks and Recreation Area Manager	2	
Parks and Recreation Center Assistant	2	
Programs & Special Activities Coordinator	1	
Receptionist	3	
Recreation Customer Service Rep	2	

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

	<u>Budgeted Positions</u>	
	<u>Full Time</u>	<u>Part Time</u>
General Fund (continued):		
Culture and Recreation:		
Parks and Recreation:		
Springvilla Manager	1	
Tennis Professional	1	
Tumbling Manager	1	
Part Time Temporary		Employment Service
Library:		
Library Director	1	
Assistant Library Director	1	
Building Service Worker	1	
Children's Specialist	1	
Circulation Specialist	1	
Digital Services Specialist	1	
Library Assistant I		4
Library Assistant II	1	
Library Assistant III	3	
Youth Specialist	1	
Economic Development:		
Economic Development Director	1	
Administrative Assistant	1	
Economic Development Project Manager	1	
Total Governmental Funds employees	<u>307</u>	<u>11</u>

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

	<u>Budgeted Positions</u>	
	<u>Full Time</u>	<u>Part Time</u>
Enterprise Funds:		
Opelika Power Services:		
Electric Utility Fund:		
Opelika Power Services Director	1	
Manager of Distribution Service/Asst Director	1	
Administrative Coordinator	1	
Administrative Personnel	7	
Distribution Engineering Rep	1	
Electronics Technician II	2	
GIS Technician	1	
Line Superintendent	1	
Senior Distribution Engineer	1	
Warehouse Manager	1	
Warehouse Technician	1	
Apprentice Lineman and Lineman	15	
Senior Network Engineer	1	
Line Foreman	3	
Customer Service:		
Customer Service Manager	1	
Customer Service Representative	2	
Senior Customer Service Representative	1	
Senior Utility Billing Technician	1	
Utility Billing Technician	1	
Total Electric Utility Fund employees	<u>43</u>	

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Human Resources:

Enterprise Funds:

1965 Sewer System Fund:

Total 1965 Sewer System Fund employees

Solid Waste Collection Fund:

Solid Waste Director

Solid Waste Superintendent

Administrative Clerk

Knuckleboom/Motor Vehicle/Refuse Operators

Solid Waste Maintenance Coordinator

Solid Waste Collection Fund Recycling:

Motor Vehicle Operator

Solid Waste Worker

Total Solid Waste Employees

Total Enterprise Funds employees

Total City of Opelika employees

Budgeted PositionsFull
TimePart
Time

ESG

ESG

1

1

1

16

1

1

1

22

65

372

0

0

11

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Exhibit A

Capital Requests FY 2022 General Fund

Dept	Description	Total
Admin	City Hall Remodel	\$ 500,000
Engineer	Resurfacing Streets	\$ 162,000
Engineer	Thomason Drive Extension	\$ 5,800,000
Fire	Side by Side UTV	\$ 25,000
Fire	Handheld Radios	\$ 72,500
Fire	Extrication Tools	\$ 31,000
Fire	Training Facility 2nd classroom	\$ 30,000
Info Tech	Cisco Switches	\$ 80,000
Info Tech	Camera System (City Wide)	\$ 50,000
Info Tech	Smart Street Lights / LED's	\$ 250,000
Info Tech	CyberSecurity	\$ 150,000
Inspections	Nissan Trucks (3)	\$ 78,000
P&R	Scoreboards 7 @ West Ridge	\$ 56,000
P&R	Denson Remodel	\$ 500,000
P&R	Weight Room Floor	\$ 35,000
P&R	Stationary bikes, 3	\$ 16,500
P&R	Tennis Court resurfacing	\$ 15,000
P&R	Playground @ Municipal Park	\$ 80,000
P&R	15 Passenger Van	\$ 68,000
Planning	ADA Sidewalks	\$ 1,500,000
Planning	Tree Removal & Trimming	\$ 350,000
Planning	Tree Replanting	\$ 50,000
Planning	Planning Consultant	\$ 80,000
POL	Tahoes and Trucks	\$ 811,000
POL	Scanning Documents	\$ 148,545
POL	Ballistic Panel Outer Carriers	\$ 11,704
POL	Rifle Rated Ballistic Plates	\$ 57,008

9/3/2021 12:00 PM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2022

Exhibit A (continued)

Capital Requests FY 2022 General Fund (continued)

Dept	Description	Total
POL	Crisis Surveillance Throw Phone	\$ 28,500
POL	Flock Safety Cameras	\$ 8,000
PW	Door Motors	\$ 6,500
PW	Software Updates	\$ 6,216
PW	HVAC Replacements	\$ 6,987
PW	Vehicles, 2 Trucks	\$ 67,384
PW	Mosquito Spray	\$ 25,501
PW	Field Rake	\$ 14,390
PW	Z-turn Mower	\$ 8,844
PW	Paint Sprayers	\$ 4,360
PW	Mini Excavator	\$ 41,541
PW	Vehicle	\$ 29,927
PW	Speed Limit Signs	\$ 26,500
PW	Sign Materials	\$ 26,526
PW	Controller	\$ 43,026
PW	Thermoplastic Material	\$ 3,822
PW	Complete Traffic Study	\$ 65,000
Revenue	Explorer	\$ 27,000
Total General Fund		<u><u>\$ 11,447,281</u></u>

Capital Requests FY 2022 Special Revenue Funds

Engineer	Resurfacing Streets	\$ 143,000	Gas Tax Funds
Engineer	Resurfacing Streets	\$ 270,000	AL Trust Fund
Engineer	Resurfacing Streets	\$ 175,000	Rebuild AL Fund
Engineer	Resurfacing Streets	\$ 750,000	Lee Co Rd Maint Fund
Total Special Revenue Funds		<u><u>\$ 1,338,000</u></u>	

City of Opelika
NEXT YEAR BUDGET HISTORICAL COMPARISON
FY 2022 Original Operating Budget

ACCOUNTS	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	2021 Proj ACTUALS	2022 BUDGET
GENERAL FUND REVENUE					
General Fund Operating Revenue	(58,011,838)	(62,153,369)	(65,296,669)	(70,135,800)	(69,904,678)
Transfers In from other Funds	(3,221,318)	(3,092,566)	(3,059,860)	(4,290,494)	(3,525,000)
Total General Fund Revenue	(61,233,154)	(65,245,935)	(68,356,530)	(74,426,294)	(73,429,678)
GENERAL FUND EXPENDITURES					
Mayor	252,565	282,176	277,463	608,161	583,023
Administration	1,092,541	459,999	541,341	596,341	708,542
Legal Administration	352,376	483,353	460,490	488,551	407,618
Legislative	345,320	338,085	370,943	304,374	393,125
Revenue Department	382,142	405,642	429,897	465,822	507,458
Accounting Department	466,687	524,753	546,663	576,913	655,300
Information Technologies	2,569,613	2,294,709	2,348,254	2,369,321	2,923,759
Municipal Court	466,900	379,819	366,651	370,847	389,244
Human Resources	412,799	380,119	432,650	426,745	682,178
Planning	357,991	434,385	506,202	831,012	805,532
Purchasing	229,320	260,757	288,738	311,207	307,810
Community Relations	154,800	216,675	225,692	270,336	347,576
Gen'l Gov't-Appropriations	567,376	601,859	821,563	587,747	697,047
Total Gen'l Gov't Expenditures	7,650,429	7,062,332	7,616,547	8,207,376	9,408,210
Probation	121,735	130,298	123,836	154,138	161,424
Police Total	8,789,197	10,318,550	10,968,225	11,628,886	13,181,911
Fire Total	5,362,648	6,024,146	6,167,144	6,324,304	7,245,494
Public Safety-Appropriations	363,976	361,476	419,976	419,976	390,476
Total Public Safety Expenditures	14,637,556	16,834,470	17,679,181	18,527,304	20,979,304

City of Opelika
NEXT YEAR BUDGET HISTORICAL COMPARISON
FY 2022 Original Operating Budget

ACCOUNTS	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	2021 Proj ACTUALS	2022 BUDGET
PW Streets	1,236,862	1,434,217	1,432,352	1,422,927	1,213,978
Engineering	501,210	769,515	777,462	933,261	861,145
PW Administration	449,653	532,402	516,782	527,931	539,449
PW Cemetery	205,574	221,181	234,669	232,789	232,512
PW Automotive Shop	424,257	545,350	555,315	596,701	547,123
PW Grounds Maintenance	574,251	970,880	980,983	965,929	1,031,642
PW P&R Maintenance	29,348	32,934	19,012	-	-
PW Building Maintenance	404,351	595,493	573,761	643,583	562,919
PW Sign Shop	13,340	14,215	123,203	122,353	160,754
PW Inspection	446,576	510,632	474,228	624,665	903,600
Total Public Works Expenditures	4,285,423	5,626,817	5,687,934	6,070,139	6,053,122
PW Animal Control	65,699	75,819	79,195	92,360	89,992
Mobile Clinic Health	-	-	-	-	65,000
COVID-19	-	-	97,607	72,000	-
Health-Appropriations	343,435	368,730	303,456	323,456	237,413
Total Health Expenditures	409,134	444,549	480,258	487,816	392,405
Welfare-Appropriations	115,500	128,167	110,400	130,167	131,000
Parks and Rec Total	4,764,156	5,329,792	4,619,394	5,146,585	5,991,985
Library	846,973	925,601	966,604	1,478,106	1,376,765
Culture & Recreation-Appropriations	98,100	99,600	334,244	334,244	120,000
Total Culture & Rec Expenditures	5,709,229	6,354,993	5,920,242	6,958,935	7,488,750

City of Opelika
NEXT YEAR BUDGET HISTORICAL COMPARISON
FY 2022 Original Operating Budget

ACCOUNTS	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	2021 Proj ACTUALS	2022 BUDGET
Economic Development	312,942	398,716	420,159	458,312	621,298
Economic Develop-Appropriations	1,698,771	1,660,677	825,597	1,113,371	1,440,790
Total Economic Develop Expenditures	2,011,713	2,059,393	1,245,756	1,571,683	2,062,088
Education-Appropriations	3,006,000	3,388,971	3,316,500	3,315,000	3,341,000
Bond Principal	691,372	680,215	-	-	-
Bond Interest	54,045	17,876	-	-	-
Total Debt Service	745,417	698,091	-	-	-
Capital Outlay					
Executive	54,160	-	-	-	-
Financial administrati	23,018	-	21,470	21,470	11,447,281
General Government Oth	327,654	661,017	894,199	976,087	-
Police Department	1,930,018	14,057,568	3,009,200	3,332,505	-
Fire Department	1,530,200	37,745	1,047,743	1,071,576	-
Highways and Streets	-	-	87,286	48,330	-
Engineering	2,149,063	2,007,293	5,187,916	6,570,019	-
Public Works Other	228,756	330,863	125,009	406,506	-
Health	-	51,123	-	-	-
Health Other	-	105,438	-	100,938	-
Recreation	84,787	725,397	1,786,541	2,130,768	-
Library	60,399	14,150	1,424,827	6,522,495	-
Total Capital Outlay	6,388,056	17,990,592	13,584,190	21,180,694	11,447,281
Operating Transfers out	9,147,688	7,995,017	9,925,696	9,192,766	12,126,517
TOTAL GENERAL FUND	(7,284,207)	3,261,637	(2,789,825)	1,215,584	-

City of Opelika
NEXT YEAR BUDGET HISTORICAL COMPARISON
FY 2022 Original Operating Budget

ACCOUNTS	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	2021 Proj ACTUALS	2022 BUDGET
Schools Property Tax	(6,807,245)	(7,982,229)	(8,594,172)	(9,005,000)	(9,105,000)
Education Appropriatio	5,811,615	6,994,840	7,661,496	8,042,513	8,138,482
Operating Transfers ou	995,018	987,389	932,676	962,487	966,518
TOTAL PROPERTY TAX	(613)	-	-	-	-
Lodging Tax Fund	(425,952)	(519,940)	(368,126)	(430,100)	(430,000)
Economic Development F	197,043	150,761	39,193	30,000	367,500
Appropriations	-	147,391	125,000	38,000	62,500
TOTAL LODGING TAX	(228,909)	(221,788)	(203,932)	(362,100)	-
Opelika Corrections Fu	(164,585)	(144,423)	(94,377)	(117,275)	(125,000)
Municipal Court	7,462	2,064	16,411	19,850	125,000
Municipal Court Fund	-	-	9,574	10,000	-
Operating Transfers Ou	2,375	-	-	-	-
TOTAL CORRECTIONS FUND	(154,748)	(142,359)	(68,392)	(87,425)	-
Future Capital Projects	-	-	-	-	(1,586,604)
PW 1% ST Engineering	-	-	-	-	1,586,604
Operating Transfers ou	-	-	-	-	-
TOTAL	-	-	-	-	-
State Gasoline Tax 4 c	(61,616)	(66,146)	(60,009)	(60,766)	(63,000)
Gas Fund 4 Engineering	-	-	-	-	63,000
Operating Transfers ou	-	-	-	64,000	-
TOTAL GAS TAX 4 & 5 CENTS	(61,616)	(66,146)	(60,009)	3,234	-

City of Opelika
NEXT YEAR BUDGET HISTORICAL COMPARISON
FY 2022 Original Operating Budget

ACCOUNTS	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	2021 Proj ACTUALS	2022 BUDGET
State Gasoline Tax 7 c	(81,492)	(86,783)	(77,953)	(77,068)	(80,000)
Gas Fund 7 Engineering	-	-	-	-	80,000
Operating Transfers ou	-	-	-	80,400	-
TOTAL GAS TAX 7 CENTS	(81,492)	(86,783)	(77,953)	3,332	-
Alabama Trust Fund	(231,672)	(252,382)	(261,188)	(267,812)	(270,000)
Ala Trust FD Engineeri	-	-	-	-	270,000
Operating Transfers ou	-	-	-	255,000	-
TOTAL AL TRUST FUND	(231,672)	(252,382)	(261,188)	(12,812)	-
State Gas Tax Rebuild	-	-	(45,819)	(174,530)	(175,000)
Gas Fund 12 Engineerin	-	-	-	-	175,000
Operating Transfers ou	-	-	-	107,036	-
TOTAL GAS TAX REBUILD	-	-	(45,819)	(67,494)	-
G.O. Warrant Fund	(5,674,003)	(5,683,025)	(54,125,533)	(5,512,369)	(7,330,385)
Bond Principal	2,605,000	2,675,000	3,970,000	3,340,000	3,485,000
Bond Interest	3,064,513	3,003,183	3,360,030	3,979,784	3,840,842
Debt Svc Fees	3,951	4,113	5,474	4,094	4,543
G.O. Warrant Fund Othe	-	-	485,918	-	-
Operating Transfers ou	-	-	45,410,209	(1,810,150)	-
TOTAL DEBT SERVICE	(540)	(730)	(893,902)	1,359	-

City of Opelika
NEXT YEAR BUDGET HISTORICAL COMPARISON
FY 2022 Original Operating Budget

ACCOUNTS	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	2021 Proj ACTUALS	2022 BUDGET
G.O. School Warrants	(995,192)	(987,751)	(3,839,317)	(962,500)	(966,518)
Bond Principal	760,000	775,000	3,610,000	800,000	825,000
Bond Interest	233,819	211,190	192,449	161,737	140,319
Bond Fees	1,199	1,199	-	750	1,199
G.O. Sch Wt Fund Other	-	-	37,230	-	-
TOTAL SCHOOL DEBT SERVICE	(174)	(362)	362	(13)	-
Workman's Compensation	(536,350)	(472,436)	(436,522)	(504,000)	(504,000)
Administration	378,929	175,119	180,416	220,000	250,000
Operating Transfers ou	238,200	-	-	-	254,000
TOTAL WORKER'S COMP	80,779	(297,317)	(256,106)	(284,000)	-
Health Insurance Fund	(3,800,592)	(3,969,887)	(4,064,845)	(4,200,100)	(4,461,650)
Human Resources	3,852,695	3,950,113	3,211,218	3,289,298	4,461,650
TOTAL HEALTH INSURANCE	52,103	(19,774)	(853,627)	(910,802)	-
Lee Co Road - Main Fun	(4,000)	(28,334)	(25,430)	(5,000)	-
Lee Co Road - Main Fun	-	-	-	241,000	750,000
Operating Transfers ou	-	-	-	652,000	-
TOTAL LEE CO ROAD MAINT	(4,000)	(28,334)	(25,430)	888,000	750,000
Sportsplex Contributio	(3,473,449)	(3,953,202)	(3,765,499)	(3,410,000)	(4,853,223)
P&R SportsPlex	-	-	-	-	180,000
Non-operating Expenses	359,214	361,630	357,512	358,000	3,009,528
Operating Transfers ou	1,599,508	1,604,344	1,603,948	1,659,408	1,663,695
TOTAL SPORTSPLEX	(1,514,726)	(1,987,229)	(1,804,038)	(1,392,592)	-

City of Opelika
NEXT YEAR BUDGET HISTORICAL COMPARISON
FY 2022 Original Operating Budget

ACCOUNTS	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	2021 Proj ACTUALS	2022 BUDGET
Garden Hills Cemetery	(100,242)	(113,267)	(150,572)	(19,500)	(35,000)
Operating Transfers ou	13,281	18,595	24,770	(333)	25,000
Financial Administrati	7,677	7,964	8,591	5,950	10,000
TOTAL GARDEN HILLS	(79,284)	(86,707)	(117,211)	(13,883)	-
Library Trust Fund	(1,915)	154	(1,832)	(4,000)	-
TOTAL LIBRARY	(1,915)	154	(1,832)	(4,000)	-
Rosemere Cemetery Fund	(8,731)	(7,988)	(12,145)	-	(12,000)
Contractual Services	20,423	16,930	1,181	1,000	12,000
TOTAL ROSEMERE CEMETERY	11,692	8,942	(10,964)	1,000	-
Opelika Power Services	(45,597,654)	(46,355,587)	(44,843,664)	(42,355,956)	(44,648,500)
OPS Administration	33,791,617	30,604,339	32,095,428	33,184,552	34,183,579
OPS Construction & Imp	3,291,276	3,063,136	4,081,016	3,765,678	4,768,830
OPS Meter Reading	121,941	147,627	131,224	161,251	172,548
OPS Electric	-	2,960,776	-	-	-
OPS Customer Service	287,438	438,958	458,654	461,430	553,374
Opelika Power Services	228,523	72,175	-	-	-
Debt Service - Interes	1,156,090	1,324,961	1,149,648	1,161,423	1,103,474
Debt Service - Fees	5,456	8,956	9,275	6,500	6,250
Operating Transfers ou	2,997,769	3,000,000	3,000,000	3,000,000	3,500,000
TOTAL OPS	(3,717,544)	(4,734,660)	(3,918,419)	(615,122)	(360,445)
Cable System	(52,796)	(100,880)	(4,549)	(120,010)	(120,000)
Debt Service - Princip	550,453	258,884	229,753	226,127	225,600
TOTAL TELECOM	497,657	158,004	225,204	106,117	105,600

City of Opelika
NEXT YEAR BUDGET HISTORICAL COMPARISON
FY 2022 Original Operating Budget

ACCOUNTS	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	2021 Proj ACTUALS	2022 BUDGET
Sewer System Fund	(4,866,938)	(9,129,604)	(5,350,684)	(5,697,454)	(5,705,000)
Wastewater Treatment F	1,868,327	1,501,614	1,489,034	1,445,677	1,682,609
Wastewater Collection	584,741	444,869	470,887	451,474	496,668
Debt Service - Princip	(10,900)	-	-	-	-
Debt Service - Interes	277,435	245,639	170,261	47,082	34,678
Debt Service - Fees	2,881	2,869	6,610	1,090	1,090
Sewer Administration	1,067,806	1,125,832	1,162,544	1,192,443	1,299,994
TOTAL SEWER SYSTEM	(1,076,648)	(5,808,782)	(2,051,347)	(2,559,688)	(2,189,961)
Solid Waste Collection	(3,330,309)	(3,464,466)	(3,670,387)	(4,152,241)	(3,959,500)
Solid Waste Disposal	2,370,449	2,749,182	2,783,262	2,852,438	3,700,386
Solid Waste Recycling	159,325	(128,267)	74,003	87,812	143,924
Recycling Grant V	-	166,626	-	850	-
TOTAL SOLID WASTE	(800,535)	(676,926)	(813,122)	(1,211,141)	(115,190)
2021 HUD Grant	-	-	-	(441,493)	(292,864)
2021 HUD Grant	-	-	-	441,326	292,864
TOTAL HUD	-	-	-	(167)	-
TOTAL REVENUE	(137,830,521)	(148,570,854)	(198,149,151)	(151,969,166)	(158,152,922)
TOTAL EXPENDITURES	127,267,835	138,072,668	184,115,889	146,622,246	156,342,926
NET (INCOME) LOSS	(10,562,686)	(10,498,186)	(14,033,262)	(5,346,920)	(1,809,996)

RESOLUTION NO. 211-21

Approve Proposal from Fieldturf for West Ridge Park - P&R.

RESOLUTION NO. _____

**RESOLUTION APPROVING PROPOSAL FROM FIELDTURF
FOR PRECONSTRUCTION SERVICES AND SITE EVALUATION
FOR WEST RIDGE PARK**

WHEREAS, the City of Opelika, Alabama (the “City”) desires to install a high performance artificial infilled grass surface at West Ridge Park; and

WHEREAS, the City requested proposals from design consultants for the preconstruction, evaluation and design services; and

WHEREAS, a proposal was received from FieldTurf in the amount of \$58,500; and

WHEREAS, said proposal has been reviewed by City staff; and

WHEREAS, City staff is recommending that the proposal from FieldTurf be approved.

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

1. That the Proposal submitted by FieldTurf, a copy of which is attached hereto and marked Exhibit “A”, in the amount of \$58,500 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 evidenced by execution of said Proposal.

2. That the Mayor is hereby directed and authorized to enter into an agreement with FieldTurf, on behalf of the City for the above project.

3. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to FieldTurf, in the amount of \$58,500 for the above project.

4. That the Mayor is hereby authorized to execute and deliver all necessary and

appropriate change orders to the contract between the City and FieldTurf, provided that the aggregate amount of said change orders does not exceed ten percent (10%) of the contract price.

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 attached proposal.

6. That compensation to FieldTurf in the amount of \$58,500 will be paid from the Assigned Fund Balance. The Mayor and the Controller are hereby to transfer \$58,500 from the Assigned Fund Balance to the appropriate accounts to cover the purchase price plus a contingency for any change orders.

7. That the Controller is hereby authorized and directed to make the appropriate budget adjustments and accounting entries necessary to carry out the transactions contemplated in this Resolution and the attached proposal.

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

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

 PRESIDENT OF THE CITY COUNCIL
 OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



August 2, 2021

DESIGN PRICING PROPOSAL FOR CITY OF OPELIKA WEST RIDGE PARK

FieldTurf is pleased to offer to the following proposal for preconstruction services and site evaluation for the supply and install of a high performance artificial infilled grass surface.

Field Name	WEST RIDGE PARK – OPELIKA HIGH SCHOOL SOFTBALL VARSITY AND JUNIOR VARSITY
Design Services Lump Sum Price	\$58,500

Design Scope of Work:

- 1) Provide Third Party Design and Engineering documentation for the FieldTurf limits including:
 - a. Review topographic survey of proposed turf limits
 - b. Review Geotechnical information and Stormwater Calculations
 - c. FieldTurf will assist in the preparation of the SWPPP and ES & PC Plans as they relate to the Turf Field
 - d. Layout Plan
 - e. Grading Plan
 - f. Utility Plan
 - g. Field Marking Plan
 - h. Detail Plans to include curbs, piping systems, base section and additional details as required to complete the installation of the field
 - i. Furnish Sealed Drawings relating to the Turf Field limits only
 - j. Attend up to one (1) coordination meeting with the Local Permitting Authority
 - k. NPDES Submission and Filing – permit and associated fees to be paid for by the Owner

Please feel free to reach out to any member of our project team with questions about our offer:

Kamala Kanhoye
 Project Manager
 514-375-5612
kamala.kanhoye@fieldturf.com

Frederick "Fritz" Ballard
 Director of Civil Engineering
 843.450.2104
Fritz.Ballard@fieldturf.com



Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Darren Gill, Vice-President – Marketing, Innovation, Customer Service
FieldTurf USA, Inc.

Conditions

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) The limits of the design provided by FieldTurf shall be defined by the limits of turf installed, and areas immediately adjacent to the limits of turf in order to provide smooth transitions.
- b) This Design Services proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- c) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- d) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- e) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- f) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- g) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- h) Survey, Geotechnical services and Special studies such as Environmental Assessments, Tree Surveys, etc. (if required) shall be provided by others.



- i) **Important Note Regarding Lump Sum Agreements:** This paragraph is only applicable to the portion of this agreement captioned as a "Lump Sum." Fees indicated in any lump sum/fixed-fee agreement reflect one (1) initial meeting with the client prior to submittal, one (1) drawing revision based on comments generated before or during that initial meeting, and one (1) informal meeting with the Local Permitting Authority. Additional meetings and revisions beyond those indicated above (including client meetings, consultant meetings and site visits) are considered additional services that will be billed in accordance with the hourly rate provisions set forth above. These services and fees shall be considered above and beyond the stated lump sum amount indicated in the contract.
- j) **Important Note Regarding Construction Administration:** Once permits and approvals (i.e. clearing, grading, surveying, staking, demolition, or construction) are granted for development related activity, FieldTurf reserves the right to conduct the necessary construction administration for the site. Plans, reviews, site visits, testing, as-built coordination, details, and plan revisions associated with this work will be conducted without need for authorization.

In the event that the Client elects to contract with a Builder/Installer who is not either a) FieldTurf, or b) a FieldTurf certified builder, prior to permits being applied for, the following actions will be taken:

- 1) FieldTurf will deliver all final design document to the Client for their use;
 - 2) The Engineer of Record will remove their stamp and be fully relieved of any liability with regard to the design;
 - 3) The Client will fully relieve FieldTurf of any liability with regard to the design.
 - 4) If permits have been applied for: FieldTurf and its sub-consultants will remove notify the Local Permitting Jurisdictions that it (they) will no longer be a party to the permit application, and it will be the responsibility of the Client to file the necessary change of status paperwork along with their selected Engineer of Record.
- k) **Important Note Regarding Extra Work:** During the course of the construction phase of the project, should work additional to that defined above be required, the client will be provided a written scope of work addressing the anticipated services required. Written approval of that work will be required prior to commencement of the work. That work will then proceed on an hourly basis in accordance with the attached rate sheet or on a negotiated, lump sum fee basis.
- l) **Reimbursable Expenses:** In addition to the above fees for engineering services, FieldTurf will invoice for reimbursable services, such as plotting, postage, survey, express delivery charges, travel related expense over and above that specifically stated above, etc. Reimbursables will appear as Additional Services on the monthly invoices and shall be in accordance with the attached fee schedule and based on actual usage.



RATE SCHEDULE

Design Consultant, Principal Design Consultant	\$ 150.00/Hr.
Principal Engineer	150.00/Hr.
Project Engineer	125.00/Hr.
Designer (E.I.T.)	90.00/Hr.
Draftsman/Designer (AutoCAD).....	80.00/Hr.
Clerical	35.00/Hr.
Landscape Architecture Principal	150.00/Hr.
Landscape Architecture Senior	135.00/Hr.
Landscape Architecture Project	110.00/Hr.
Landscape Architecture Apprentice	75.00/Hr.
Travel	65 cents/mile
Office Staff	50.00/Hr.
Postage, Shipping, Telephone, Fax, etc.	cost plus 15%
Printing/Plotting	50 cents/SF
Reproductions and Reprographics	cost plus 15%
Subconsultants	cost plus 15%

Rates shown are effective as of January 1, 2020 and through the remainder of the calendar year. They also apply for the full term of all contracts signed during 2020, unless stated otherwise in specific contract documents.



FieldTurf

A Tarkett Sports Company

PROPOSAL ACCEPTANCE SHEET

The outlined Proposal has been reviewed and accepted to all portions hereinbefore listed, and is authorized to form as a binding Contractual Agreement between FieldTurf USA, Inc. ("FieldTurf") and the client identified below ("Client"). Identifying information for the parties is as follows:

Client: City of Opelika
 Project Name: West Ridge Park – Softball Field(s) Synthetic Conversion
 Project Location: 1600 Covington Avenue, Opelika AL 36801

FIELDTURF USA, INC.

By: _____

Date: _____

CITY OF OPELIKA

By: _____

Date: _____

Please sign and return this executed original letter to our office. This proposal is valid for a period of 30 days from the date of issue.

RESOLUTION NO. 212-21

Purchase - Synthetic Turf for Two (2) West Ridge Softball Fields-Sourcewell Contract #060518-FTU - P&R.

RESOLUTION NO. _____

WHEREAS, the Parks and Recreation Department desires to purchase Synthetic Turf for Two (2) West Ridge Softball Fields including installation, utilizing Sourcewell Contract #060518-FTU; and

WHEREAS, FieldTurf USA is the contract vendor for the Synthetic Turf; and

WHEREAS, funds for this purchase will come from Assigned Funds;

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

1. That the purchase be awarded to FieldTurf USA utilizing the Sourcewell Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to FieldTurf USA in the amount of \$457,532.95.
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

COOP PRICING PROPOSAL



Opelika-West Ridge Softball Fields 1 & 2

September 2, 2021

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcwell contract (formerly NJPA). Sourcwell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcwell Contract # 060518-FTU.



Click on the following Sourcwell hyperlink for contract due diligence documentation:

[Sourcwell](#)

	Opelika- West Ridge Softball Fields 1 & 2	Quantity	Units	Unit Price	Total
	Synthetic Turf with Installation				
1	Furnish & Install Alternating panels TripleThreat for 2 Softball (two) fields	92,692	SF	\$4.50	\$417,552.95
2	Inlaid Softball Markings for 2 (two) fields	2	EA	\$7,200.00	DONATED
3	Bulldog Logo in shallow centerfield for 2 (two) fields	2	EA	\$10,000.00	\$20,000.00
4	Small "Opelika "O"" Logos between Homeplate and 1st/3rd bases for two (2) fields	2	EA	\$3,400.00	\$6,800.00
5	An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance	1	N/A	N/A	INCLUDED
6	FieldTurf Standard Maintenance Equipment (GroomRight / FieldSweep)	1	EA	\$8,000	\$8,000.00
	Subtotal Synthetic Turf				\$452,352.95
6	Performance & Payment Bonds	1	LS		\$5,180.00
	Total Project				\$457,532.95

COOP PRICING PROPOSAL

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Triple Threat Natural system, with the following product characteristics:

NATURAL/FAST CLAY (VINTAGE 40) - INFIELD

- ▶ **Pile Height:** 1.6 Inches
- ▶ **Infill Weight:** 3.5lbs sand & 1.5lbs PureSelect Olive per sq.ft.
- ▶ **Pile Weight:** 50 oz/yd²
- ▶ **Total System Weight:** 797 oz/yd²

NATURAL/SPEED GRASS (FTVT-50) - OUTFIELD

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 5.4bs sand & 1.5lbs ambient rubber per sq.ft.
- ▶ **Pile Weight:** 39 oz/yd²
- ▶ **Total System Weight:** 1055 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE: TURF ONLY

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the planarity, stability, porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) Any costs associated with necessary changes relating to delineation of the field.
- c) The supply or installation of the field edging and perimeter nailer board.
- d) Unless otherwise specified, the price does not include any G-max testing.
- e) The supply of or adjustment to manholes or clean-outs, grates and supply of the manhole covers.
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping or grow-in.
- j) Permit fees, Inspection fees.
- k) A vehicle to tow FieldTurf maintenance equipment.
- l) All applicable taxes, prevailing wages, union labor and other labor law levies.
- m) Performance and Payment Bond fees.
- n) Anything not explicitly noted in the inclusions.

COOP PRICING PROPOSAL



The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please feel free to reach out to any member of our project team with questions about our offer:

Kamala Kanhoye

Project Manager

(514) 375-5612

kamala.kanhoye@FieldTurf.com

Craig Yancey

Regional Sales Manager

(205) 908-5608

craig.yancey@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





Sourcewell
Awarded Contract

FieldTurf

Athletic Surfaces

#060518-FTU

Maturity Date: 08/07/2022

Products & Services

Products & Services

Sourcewell contract 060518-FTU gives access to the following types of goods and services:

- Indoor/outdoor synthetic turf supply & installation
- Indoor/outdoor running track supply & installation
- Indoor/outdoor tennis court supply & installation
- Sport court supply & installation
- Synthetic flooring supply & installation
- Professional services

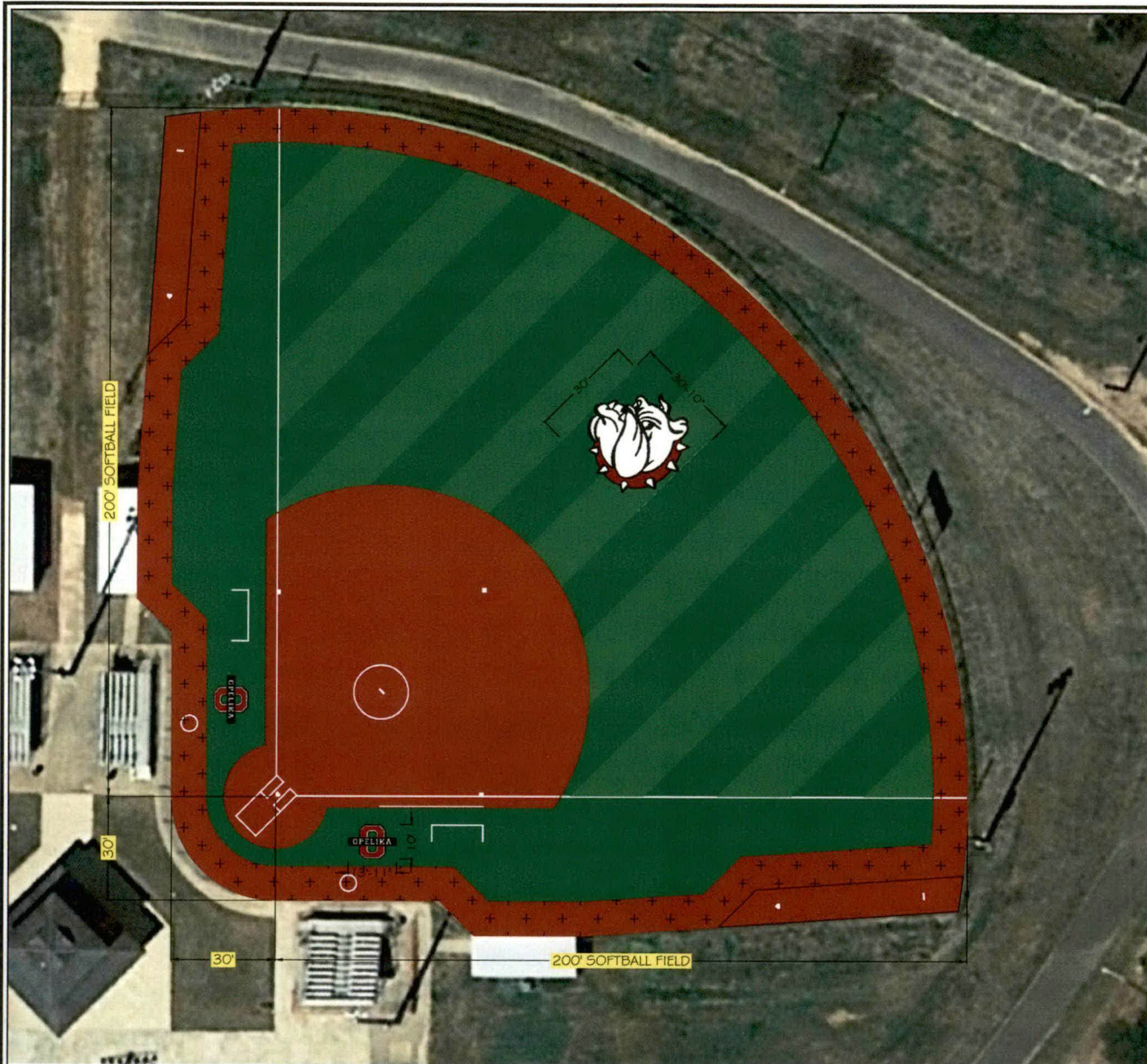
Additional information can be found on the vendor-provided, nongovernment website at:
fieldturf.com

Become a Member

<https://www.sourcewell-mn.gov/cooperative-purchasing/060518-ftu>

Packet Pg. 174

Attachment: 9-7-21 - SYNTHETIC TURF FOR (2) WESTRIDGE SOFTBALL FIELDS - P&R - SOURCEWELL CONTRACT #060518-FTU - CNCL PKT



CONCEPTUAL DRAWINGS ONLY; DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION;
ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.

TRIPLE THREAT



APPROVED BY:
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

SPORT COLORS:

SOFTBALL
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

LOGO COLORS:

COMPLETE COLOR NAME: BLACK
PANTONE COLOR NUMBER: BLACK

COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

COMPLETE COLOR NAME: PALACE RED
PANTONE COLOR NUMBER: 201 C

LEGEND:

RUST FIELDTURF (VINTAGE 40)
INFIELD
5,166 sq. ft.

FIELD GREEN / SUMMER GREEN FIELDTURF (FTVT-50)
OUTFIELD
28,662 sq. ft.

RUST FIELD TURF (XT-50)
OUTFIELD
7,873 sq. ft.

RUST FIELDTURF (VINTAGE 40)
BULLPENS
1,295 sq. ft.

TOTAL FIELDTURF
46,195 sq. ft.

FIELD LAYOUT NOTES:

SOFTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS

DRAWN BY:	P. B.
CHECKED BY:	J. B.
SCALE:	1"=50'
TOTAL FIELD AREA:	46,195 sq. ft.
PERIMETER:	831 ft. 6 in.



OPELIKA WEST RIDGE
SOFTBALL FIELD 1
OPELIKA, AL



CONCEPTUAL DRAWINGS ONLY; DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION;
ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.

TRIPLE THREAT



APPROVED BY:
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

SPORT COLORS:
☐ SOFTBALL
 COMPLETE COLOR NAME: WHITE
 PANTONE COLOR NUMBER: WHITE

LOGO COLORS:
☐ COMPLETE COLOR NAME: BLACK
 PANTONE COLOR NUMBER: BLACK
☐ COMPLETE COLOR NAME: WHITE
 PANTONE COLOR NUMBER: WHITE
☐ COMPLETE COLOR NAME: PALACE RED
 PANTONE COLOR NUMBER: 201 C

LEGEND:
☐ RUST FIELDTURF (VINTAGE-40)
 INFIELD
 5,166 sq. ft.
☐ FIELD GREEN / SUMMER GREEN FIELDTURF (FTVT-50)
 OUTFIELD
 31,009 sq. ft.
☐ RUST FIELD TURF (KT-50)
 OUTFIELD
 5,726 sq. ft.
☐ RUST FIELDTURF (VINTAGE-40)
 BULLPENS
 1,295 sq. ft.
 TOTAL FIELDTURF
 46,195 sq. ft.

FIELD LAYOUT NOTES:

SOFTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS

DRAWN BY:	P. B.
CHECKED BY:	J. B.
SCALE:	1"=50'
TOTAL FIELD AREA:	46,195 sq. ft.
PERIMETER:	831 ft.

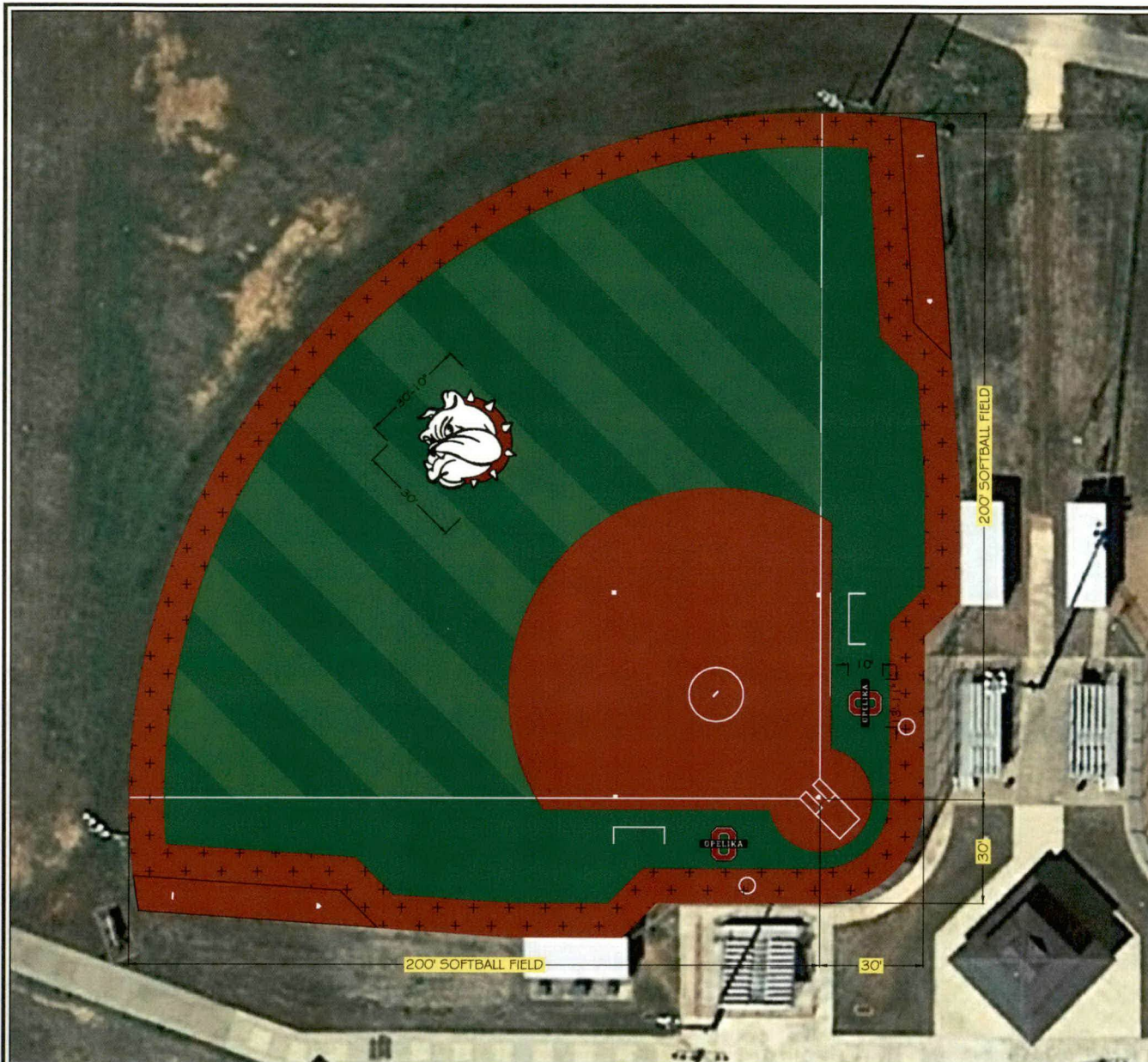


OPELIKA WEST RIDGE
 SOFTBALL FIELD 1
 OPELIKA, AL

PRESENTATION FIELDTURF - DRAFTER CHECKLIST

PROJECT NAME	OPELIKA WEST RIDGE SOFTBALL FIELD 1		
COMPANY	FIELDTURF		
STATE	AL		
TYPE OF FIELD	HIGH SCHOOL		
TEMPLATE	NFHS		
PRODUCT 1	TRIPLE THREAT		
PRODUCT 2	NONE		
PRODUCT 3	NONE		
SPORT	COLOR	STANDARD	COMMENTS
SOFTBALL	WHITE	NFHS	
LOGO COLORS			
WHITE			
PALACE RED			
BLACK			
ADDITIONAL INFO			

AUGUST 09, 2021



CONCEPTUAL DRAWINGS ONLY: DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION;
ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.

TRIPLE THREAT



APPROVED BY:
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

SPORT COLORS:

SOFTBALL
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

LOGO COLORS:

COMPLETE COLOR NAME: BLACK
PANTONE COLOR NUMBER: BLACK

COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

COMPLETE COLOR NAME: PALACE RED
PANTONE COLOR NUMBER: 201C

LEGEND:

RUST FIELDTURF (VINTAGE-40)
INFIELD
8,166 sq. ft.
FIELD GREEN / SUMMER GREEN FIELDTURF (FTVT-50)
OUTFIELD
28,062 sq. ft.
RUST FIELDTURF (XT-50)
OUTFIELD
7,873 sq. ft.
RUST FIELDTURF (VINTAGE-40)
BULLPENS
1,295 sq. ft.
TOTAL FIELDTURF
46,196 sq. ft.

FIELD LAYOUT NOTES:

SOFTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

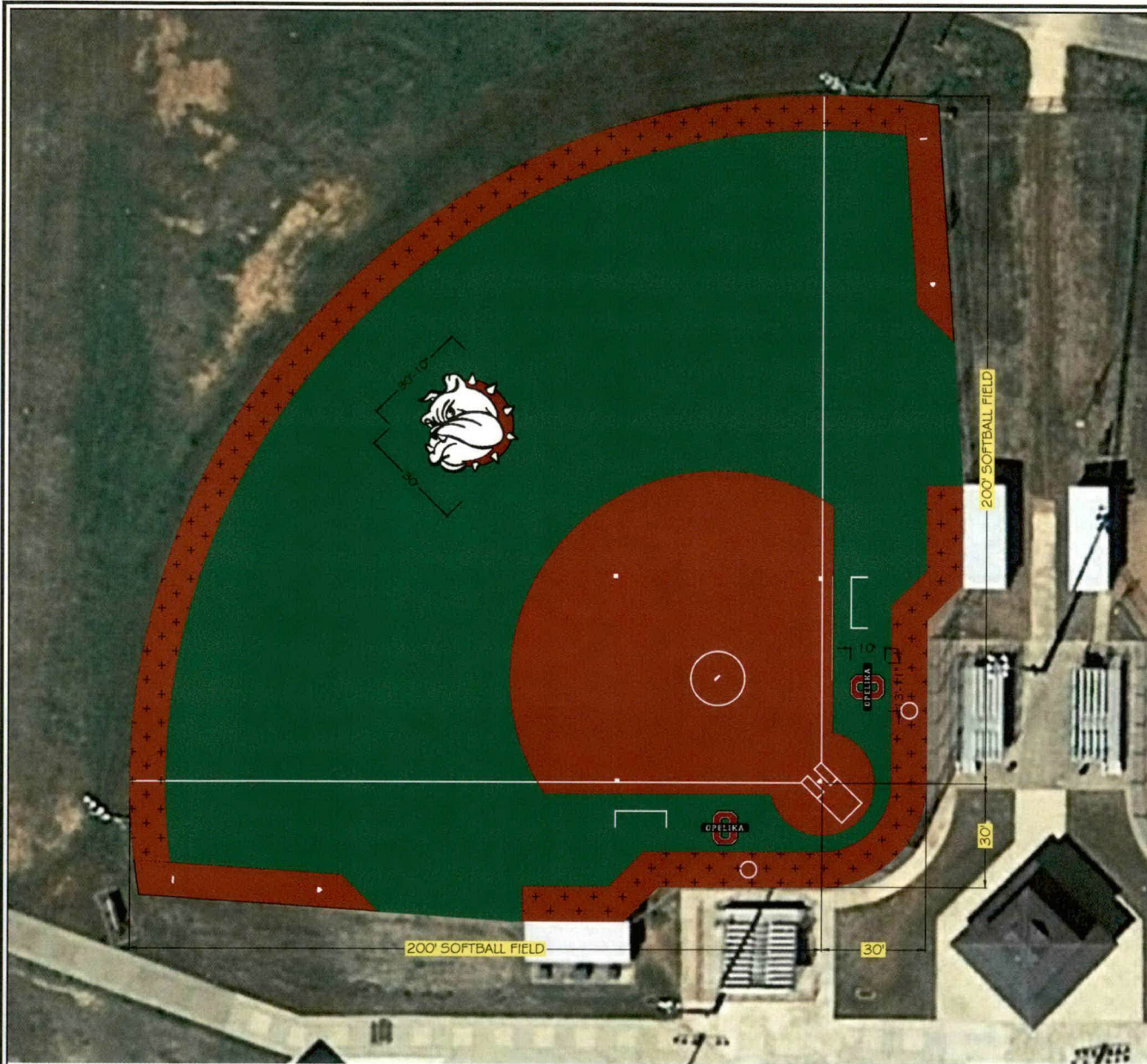
NFHS STANDARDS

DRAWN BY:	P.B.
CHECKED BY:	J.B.
SCALE:	1"=30'
TOTAL FIELD AREA:	46,196 sq. ft.
PERIMETER:	831 ft. ft.



OPELIKA WEST RIDGE
SOFTBALL FIELD 2
OPELIKA, AL

DATE: 8/14/2019 10:04 AM
PROJECT: WEST RIDGE SOFTBALL FIELD
DRAWING: 13.5.a



CONCEPTUAL DRAWINGS ONLY; DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION;
ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.

TRIPLE THREAT



APPROVED BY:
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

SPORT COLORS:

SOFTBALL
COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

LOGO COLORS:

COMPLETE COLOR NAME: BLACK
PANTONE COLOR NUMBER: BLACK

COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: WHITE

COMPLETE COLOR NAME: PALACE RED
PANTONE COLOR NUMBER: 201 C

LEGEND:

RUST FIELDTURF (VINTAGE 40)
INFIELD
5,166 sq. ft.

FIELD GREEN / SUMMER GREEN FIELDTURF (FTVT-50)
OUTFIELD
31,009 sq. ft.

RUST FIELD TURF (KT-50)
OUTFIELD
5,726 sq. ft.

RUST FIELDTURF (VINTAGE 40)
BULLPENS
1,295 sq. ft.

TOTAL FIELDTURF
46,195 sq. ft.

FIELD LAYOUT NOTES:

SOFTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS

DRAWN BY:	P. B.
CHECKED BY:	J. B.
SCALE:	1"=50'
TOTAL FIELD AREA:	46,195 sq. ft.
PERIMETER:	831 ft. ft.



OPELIKA WEST RIDGE
SOFTBALL FIELD 2
OPELIKA, AL

PRESENTATION FIELDTURF - DRAFTER CHECKLIST

PROJECT NAME	OPELIKA WEST RIDGE SOFTBALL FIELD 2		
COMPANY	FIELDTURF		
STATE	AL		
TYPE OF FIELD	HIGH SCHOOL		
TEMPLATE	NFHS		
PRODUCT 1	TRIPLE THREAT		
PRODUCT 2	NONE		
PRODUCT 3	NONE		
SPORT	COLOR	STANDARD	COMMENTS
SOFTBALL	WHITE	NFHS	
LOGO COLORS			
WHITE			
PALACE RED			
BLACK			
ADDITIONAL INFO			

AUGUST 09, 2021



CHANGE THE *Game*



OFFICIAL
SPONSOR

REDEFINE

HOME FIELD

Advantage



Our goal was simple: design an artificial turf system specifically for softball. But like every road to greatness, creating the perfect surface took time and patience.

We started by testing and analyzing some of the nation's elite clay, grass and turf facilities to study ball-surface interaction, speed and consistency. Then we designed our new series to emulate the best results.

Our journey rewrote the book on testing and product development. Introducing our new softball line, TripleThreat Speed and TripleThreat Natural.

IF YOU SWING, MAKE IT COUNT.



“

It's inspiring to see a company devote this much effort to the advancement of softball. I'm proud to partner with FieldTurf on their new TripleThreat softball series because it was created for the benefit of the athlete and of the sport. Finally, there will be a field surface that's designed uniquely for softball. FieldTurf boasts that it's "built on innovation", and now, being part of the process, I can see why it's true. The science, research-hours and technology used in the development of TripleThreat is remarkable. Together, FieldTurf and I are embarking on a mission to Change The Game for softball. Join our team."

JESSICA MENDOZA

- FORMER PROFESSIONAL SOFTBALL PLAYER (ARIZONA HEAT, USSSA PRIDE) & NCAA PLAYER, STANFORD UNIVERSITY
- FOUR-TIME FIRST TEAM ALL-AMERICAN OUTFIELDER
- OLYMPIC GOLD & SILVER MEDALIST

UNIVERSITY OF MONTANA
GRIZZLY SOFTBALL FIELD

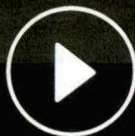
TECHNOLOGY FUELED OUR PURSUIT OF EXCELLENCE

Our journey had us push the boundaries of testing and product innovation like never before. We used a scientific approach to analyze ball-surface interaction on a variety of systems. Through the use of advanced high-tech motion video cameras, we were able to translate what we found into real-life data. Never before has there been a way to build your FieldTurf softball field with such precision.

USING OUR THREE CRITICAL
PERFORMANCE CRITERIA -
SPEED, LINE & BOUNCE -
YOU CAN BUILD YOUR FIELD
TO PLAY FAST OR TO PLAY
LIKE A NATURAL SURFACE.



300 RESEARCH HOURS



250 VIDEOS



60,000 PICTURES



4 TRIPLETHREAT SOFTBALL

1

SPEED

Speed is a total average of the ball speed-in and ball speed-out at the bounce points. Measured in feet per second.



WHY IT'S IMPORTANT
The **SPEED** score allows you to select a system that either plays fast or plays like a natural surface.



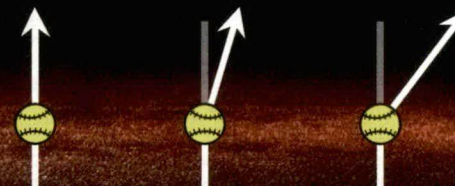
2

LINE

Line is a total average of the ball bounce straightness variation. Measured in degrees.



WHY IT'S IMPORTANT
The **LINE** score indicates if the hop plays true.



3

BOUNCE

Bounce height is a total average of the max height obtained at the bounce points. Measured in feet.



WHY IT'S IMPORTANT
The **BOUNCE** score indicates if the ball plays like a natural surface.



FIELDTURF.COM

WHICH SYSTEM IS RIGHT FOR YOU?

TRIPLETHREAT *Speed*

PLAYS: FAST

TRIPLETHREAT *Natural*

PLAYS: LIKE A NATURAL SURFACE

FAST CLAY

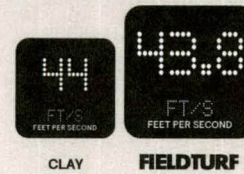
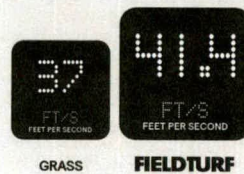
NATURAL GRASS

NATURAL CLAY

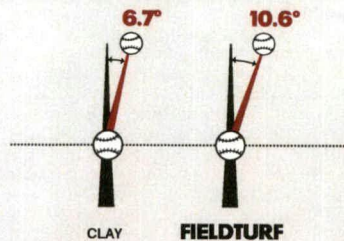
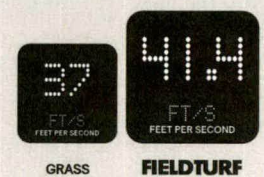
NATURAL GRASS



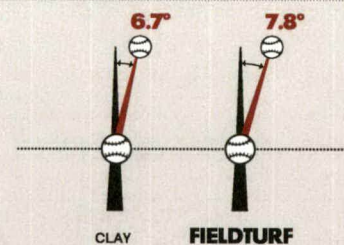
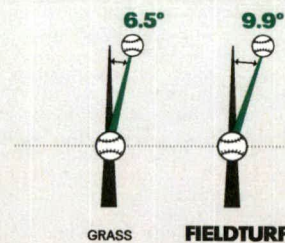
SPEED



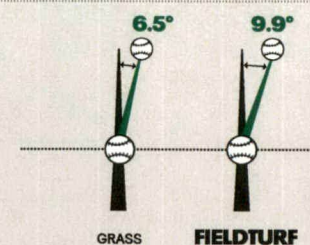
SPEED



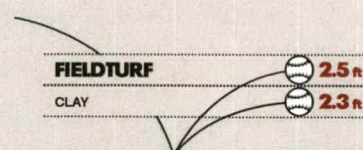
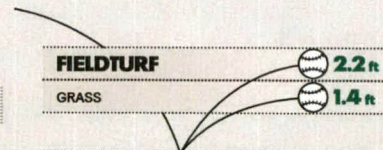
LINE



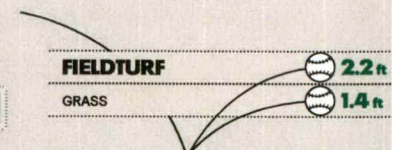
LINE



BOUNCE



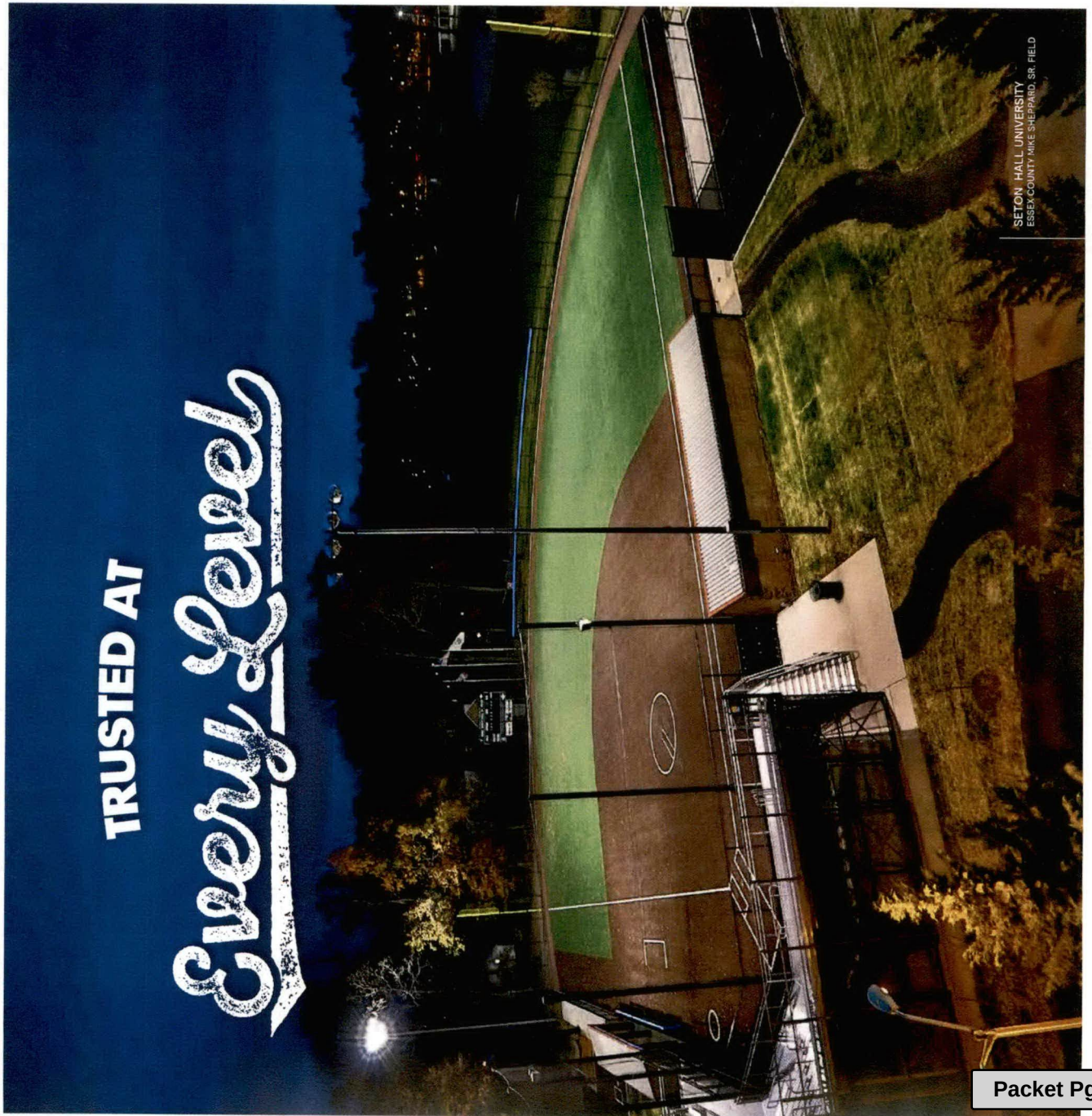
BOUNCE



Our Innovation & Performance Center pushed past the infield to deliver optimal performance specifically for your outfield. TripleThreat allows you to design your entire field, start to finish, with precision.

Our Innovation & Performance Center pushed past the infield to deliver optimal performance specifically for your outfield. TripleThreat allows you to design your entire field, start to finish, with precision.

TRUSTED AT Every Level



MAKE IT YOURS!

WE'VE NEVER BEEN FANS OF THE COOKIE-CUTTER APPROACH. IT'S YOUR FIELD, SO MAKE IT YOURS! FROM DESIGN TO COLOR PATTERNS, WE ARE HERE TO HELP MAKE YOUR DIAMOND THE TALK OF THE TOWN.

WARNING TRACK OPTIONS

Changing the feeling under foot is key to alerting your athletes of the transition from the outfield to the warning track. FieldTurf recommends these three infill warning track options:

ALL SAND

BASEPATH COLORS

FieldTurf offers baseball-specific color options for your basepaths. Custom colors are available upon request.

FIELDTURF DARK BROWN

PANTONE 4625 C

ON-FIELD LOGOS

As we produce the logos for every FieldTurf field, nothing is left to a third party. Nothing is left to chance. This provides you with a level of quality assurance that simply cannot be matched.

TURFACE® PRO LEAGUE

FIELDTURF RUST

PANTONE 174 C

LAVA ROCK

FIELDTURF CLAY

PANTONE 724 C

Colors for demonstration purposes only.

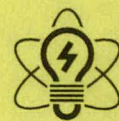


GAME-CHANGING Technology

TOUGHBACK

High-use areas are a challenge for any turf system, and softball fields are no exception. Cleats dig deep into the turf, right down to backing layers, often puncturing right through them. The damaged areas must then be replaced.

What's the solution? Meet ToughBack, a unique layer applied to the system backing, resulting in a super tough layer once hardened.



FIELDTURF INNOVATION+ PERFORMANCE CENTER

Our Velcro system offers a quick and simple solution to replacing your batter and umpire areas. We equip you with the spare pieces up front, allowing your team to exchange when needed.

The FTVelcro system is also equipped with ToughBack.

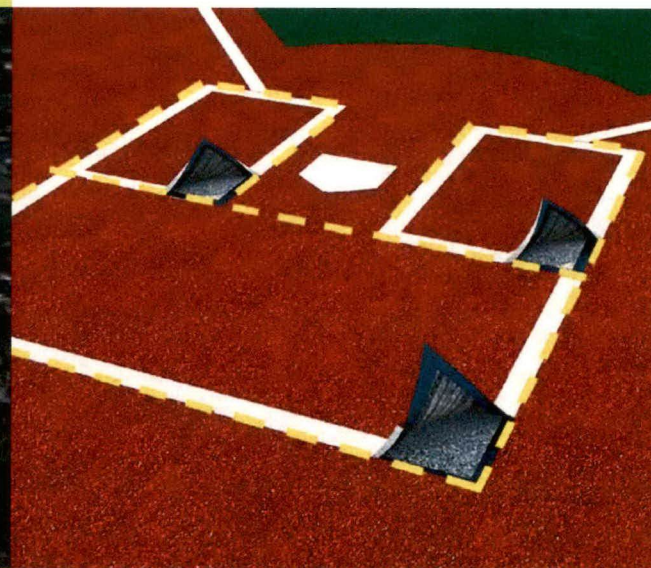
FTVELCRO

“ University of North Georgia
Softball hosted 12 NCAA DII
games last week over a 5-day
period, and the pitching lane
area is holding up great.
FieldTurf has it figured out!”

MIKE DAVENPORT
UNIVERSITY OF NORTH GEORGIA



TRIPLETHREAT SYSTEMS COME EQUIPPED WITH TOUGHBACK



“ We have had the FieldTurf
replaceable home plate
batter's box set now for over
a year. This is a great product,
and it really holds up well.
We no longer have to worry
about holes in our turf as it is
simple to replace that area.
Also, the customer service
from these guys is absolutely
incredible. They are on the ball
whenever we call! ”

JOHN ARNTSON
CLACKAMAS HIGH SCHOOL
HEAD BASEBALL COACH

WHY FieldTurf



VERTICALLY INTEGRATED

FieldTurf controls all aspects of the manufacturing value chain. From start to finish, we're in control of your field.



EXPERIENCED

With over 20,000 installations worldwide, FieldTurf has been the surface of choice for the last 20+ years.



LEADING DURABILITY

Manufactured and installed with the highest attention to detail, FieldTurf systems showcase proven durability. There are over 2,000 FieldTurf fields still in use that are 8+ years old.



FINANCIALLY STABLE

Part of Tarkett Sports, a division of the Tarkett Group, a worldwide leader of innovative flooring and sports surface solutions, FieldTurf has unprecedented financial support and stability. You can rest easy.



TRUSTED

Regardless of the sport, FieldTurf is the trusted surface of the most elite programs in the world.



ENDLESS PURSUIT OF INNOVATION

From the original 3-layer infill system; to our SureLock coating drainage application; to our game-changing CoolPlay infill - our innovations continue to change the game.



SERVICE

We are as committed to your program as you are; and we're with you for the long term. When you buy a field from FieldTurf, you're buying from a company that knows how to take care of you. It's what we do best.

“ Hill Stadium was already one of the premier softball facilities in Division II, but our move to FieldTurf has truly made it one of the best softball stadiums in the country. Our FieldTurf field offered us superior playability and consistency throughout the season.”

MIKE DAVENPORT
HEAD SOFTBALL COACH, UNIVERSITY OF NORTH GEORGIA

“ The upgrades to DeWitt Family Field will give us an edge in so many ways. Weather is one of our biggest challenges here in the Northeast in the spring, and the turf changes that quite a bit. The number of cancellations we have had over the past few years has been unreal. The frost, the rain, the field prep... The turf will allow us to get on the field in February on those mild days we tend to have. When it comes to a rainy April, the drainage will assure us that no matter how much it rains overnight, we will be able to get onto our field the next day.”

JEN GOODWIN
HEAD SOFTBALL COACH, YALE UNIVERSITY

“ We love our field! It has been a game changer for us. Our field before wasn't something we showed off to people, so this is a night-and-day difference. I like how every time I go to our field, it is ready to go. There is still maintenance and upkeep of the field, but not like what we had to do in the past. During the installation, I was amazed by how quickly things went and how detailed the work was.”

DARREN MUELLER
HEAD SOFTBALL COACH, NORTH DAKOTA STATE UNIVERSITY



THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



800-724-2969 | info@fieldturf.com | fieldturf.com

RESOLUTION NO. 213-21

Purchase - Med-Tronic Lifepak-15 Mechanical CPR Devices - Sole Source - FD.**RESOLUTION NO. _____**

WHEREAS, the Fire Department desires to purchase Med-tronic Lifepak-15 Mechanical CPR Devices; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Stryker Medical is the sole source vendor for the Med-tronic Lifepak-15 Mechanical CPR Devices; and

WHEREAS, funding for this purchase is will come from Unassigned Funds;

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

1. That the purchase be awarded to Stryker Medical.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Stryker Medical as a sole source purchase not to exceed \$329,843.00.
3. That the Controller be authorized to adjust the budget as necessary for 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



LP15, LUCAS & LP1000 March 2021

Quote Number: 10358089

Remit to:

Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: OPELIKA FIRE DEPT

Rep: Jeff Wages

Chicago, IL 60673-3308

Attn:

Email: jeff.wages@stryker.com

Phone Number: (901) 491-1349

Quote Date: 08/30/2021

Expiration Date: 11/28/2021

Delivery Address

Name: OPELIKA FIRE DEPT

Account #: 1301953

Address: 604 AVENUE B

OPELIKA

Alabama 36801-5033

End User - Shipping - Billing

Name: OPELIKA FIRE DEPT

Account #: 1301953

Address: 604 AVENUE B

OPELIKA

Alabama 36801-5033

Bill To Account

Name: OPELIKA FIRE DEPT

Account #: 1301953

Address: 604 AVENUE B

OPELIKA

Alabama 36801-5033

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	6	\$28,282.10	\$169,692.60
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls 100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	6	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	32	\$395.20	\$12,646.40
4.0	11140-000015	AC power cord	5	\$66.40	\$332.00
5.0	11141-000115	REDI-CHARGE Base (power cord not included)	5	\$1,284.00	\$6,420.00
6.0	11140-000052	LP15 REDI-CHARGE Adapter Tray	5	\$174.40	\$872.00
7.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	8	\$416.00	\$3,328.00
8.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	8	\$458.25	\$3,666.00
9.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	8	\$195.65	\$1,565.20
10.0	11171-000047	Masimo™M-LNCS® DCIP, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable.	8	\$195.65	\$1,565.20
11.0	11160-000013	NIBP Cuff-Reusable, Child	8	\$20.80	\$166.40
12.0	11160-000017	NIBP Cuff -Reusable, Large Adult	12	\$28.80	\$345.60



LP15, LUCAS & LP1000 March 2021

Quote Number: 10358089

Remit to:

Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: OPELIKA FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Jeff Wages

Email: jeff.wages@stryker.com

Phone Number: (901) 491-1349

Quote Date: 08/30/2021

Expiration Date: 11/28/2021

#	Product	Description	Qty	Sell Price	Total
13.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	6	\$269.60	\$1,617.60
14.0	11220-000028	LIFEPAK 15 Carry case top pouch	6	\$48.80	\$292.80
15.0	11260-000039	LIFEPAK 15 Carry case back pouch	6	\$69.60	\$417.60
16.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	6	\$1,024.25	\$6,145.50
17.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	\$13,275.80	\$53,103.20
18.0	11576-000060	LUCAS Desk-Top Battery Charger	5	\$1,012.70	\$5,063.50
19.0	11576-000071	LUCAS External Power Supply	5	\$320.62	\$1,603.10
20.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	5	\$619.10	\$3,095.50
21.0	11996-000091	Electrode EDGE QUIK-COMBO Adult	25	\$30.40	\$760.00
22.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	15	\$36.80	\$552.00
23.0	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	5	\$18.40	\$92.00
24.0	11996-000081	FilterLine Set Adult/Pediatric (box of 25)	3	\$228.80	\$686.40
Equipment Total:					\$274,028.60

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
25.1	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	4	6	\$6,120.00	\$36,720.00



LP15, LUCAS & LP1000 March 2021

Quote Number: 10358089

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: OPELIKA FIRE DEPT

Rep: Jeff Wages

Attn:

Email: jeff.wages@stryker.com

Phone Number: (901) 491-1349

Quote Date: 08/30/2021

Expiration Date: 11/28/2021

#	Product	Description	Years	Qty	Sell Price	Total
25.2	78000020	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	4	\$4,773.60	\$19,094.4
ProCare Total:						\$55,814.40

Price Totals:

Grand Total: \$329,843.00

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.


 AUTHORIZED CUSTOMER SIGNATURE

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Opelika Fire Department

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE D. Shane Boyd

VENDOR Styker

PRODUCT/SERVICE Med-Tronic Life pack-15 mechanical CPR devices

Estimated ^{one time} ~~annual~~ expenditure for the commodity or service \$ 329,843.00

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

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

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

DEPARTMENT HEAD SIGNATURE D. Dan Byrd

DEPARTMENT/DIVISION/DATE 8-31-2021 Delika Fire Dept

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) [Signature] . 8/31/2021

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____



March 11, 2021

RE: Cardiac Solutions LLC Distribution Agreement

To whom it may concern:

Cardiac Solutions LLC, with a business address of 2013 Springhill Court, Birmingham, AL 35242, is the only exclusive distribution partner for Stryker Emergency Care products headquartered in the state of Alabama. This distribution agreement applies to the Public Access market segment, unless otherwise specified by Stryker.

Additionally, Cardiac Solutions LLC is an approved NASPO vendor for Stryker products.

Orders via the OK-SW-300 contract can be submitted to:

Cardiac Solution, LLC
2013 Springhill Court
Birmingham, AL 35242
Attn: John Seale
jseale@cardiac-solution.net
(205) 647-9294

Please contact me with any questions.

Jack Manuel

Jack Manuel

Commercial Account Manager

Stryker

Emergency Care, Public Access

P: 713 865 0256

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | F +1 800 442 1142 | stryker.com

Attachment: 9-7-21 - MED-TRONIC LIFEPAK -15 MECHANICAL CPR DEVICES - SOLE SOURCE - FD - CNCL PKT (213-21 : Purchase - Med-Tronic

RESOLUTION NO. 214-21

Purchase - AED Sentinel Program - Sole Source - FD.**RESOLUTION NO. _____**

WHEREAS, the Fire Department desires to purchase an AED Sentinel Program; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Cardiac Solutions, LLC is the sole source vendor for the AED Sentinel Program;
and

WHEREAS, funding for this purchase is will come from Unassigned Funds;

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

1. That the purchase be awarded to Cardiac Solutions, LLC.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Cardiac Solutions, LLC as a sole source purchase not to exceed \$351,100.00.
3. That the Controller be authorized to adjust the budget as necessary for 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



PURCHASE AGREEMENT

CSR _____ Jon Seale _____

Date: _____ August 30, 2021 _____

CUSTOMER BILLING INFORMATION

Customer: City of Opelika
 Address 1: 204 South 7th St
 Address 2: _____
 City: Opelika
 State: AL 36801
 Payment: **NET 30 DAYS**

Contact Name: Shane Boyd
 Title: Fire Chief
 Phone: 334.734.4653
 Fax: _____
 E-mail: dboyd@opelika-al.gov
 PO Number: _____

AED Devices:	Item	Qty	Price/each	Subtotal
HeartSine 360P AED	67793	114	\$1,499.00	\$170,886.00
Standard Wall Cabinet	10021	38	n/c	n/c
Outdoor Wall Cabinet	39103	25	\$592.00	\$14,800.00
Survival Path	00003	114	\$1,399.00	\$159,486.00

Special Request:	Subtotal	\$	345,172.00
	Shipping	\$	5,928.00
	Tax		exempt
	Totals:	\$	351,100.00

Notes: **ALABAMA NASPO-NASPO17 #OK-SW-300 CONTRACT -**Please send payments, purchase orders, and correspondence to:EMAIL: jseale@cardiac-solutions.net**Cardiac Solutions, LLC**

2013 Springhill Court
 Birmingham, AL 35242

These Terms and Conditions together with this agreement between Buyer and Cardiac Solutions shall apply to the sale to Buyer of all goods including AEDs and services (including training, consultation, maintenance and other services) purchased hereunder.

1. Terms and Conditions. This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.

2. Payment, Price & Acceptance. All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Cardiac Solutions designated shipping point. Title and risk of loss shall transfer from Cardiac Solutions to Buyer at Cardiac Solutions designated shipping point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Solutions with a valid tax exemption certificate. Buyer shall pay all freight, handling and insurance charges for shipments of goods. Upon Buyer's receipt, all goods shall be deemed accepted by Buyer unless Cardiac Solutions Order Entry Department is contacted at 1-888-223-2939 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Solutions notice specifying defects or discrepancies in the quality of such services within one business day of delivery of services.

3. Training Services. When training has been purchased Cardiac Solutions shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyer agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use, and Buyer agrees to meet all applicable requirements for training of personnel and operation of AEDs. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Solutions. If Buyer cancels a scheduled training class within 5 business days, Buyer agrees to pay a 100% cancellation fee. Unused training expires 12 months from purchase.

4. Customer Obligations. Buyer shall immediately notify Cardiac Solutions Customer Service Dept. at 1-888-223-2939 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with applicable law, the operating instructions and medical direction outlined in Cardiac Solutions AED Response Protocol.

BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SOLUTIONS TERMS & CONDITIONS.

I HAVE READ AND AGREE TO CARDIAC SOLUTIONS, LLC TERMS AND CONDITIONS.

Authorized Signature: _____

Print Name: D. Shan Boyd Title _____Date: 8-30-21

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Opelika Fire Department

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE D. Shane Boyd

VENDOR Cardiac Solutions

PRODUCT/SERVICE AED Sentinel Program

Estimated ^{one time} ~~annual~~ expenditure for the commodity or service \$ 351,100.00

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

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

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

DEPARTMENT HEAD SIGNATURE D. Sham Byrd

DEPARTMENT/DIVISION/DATE Opelika Fire 8-31-2021

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) [Signature] 8/31/2021

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____



August 26, 2021

Shane Boyd
Chief
City of Opelika Fire Department
604 Ave B
Opelika, AL 36801

RE: Premier AED Sentinel Distributor Certification

Dear Chief Boyd:

Please allow this letter to serve as notice that Readiness Systems has designated Cardiac Solutions as a premier AED Sentinel distributor. Cardiac Solutions is the only authorized distributor approved to sell AED Sentinel to the City of Opelika.

AED Sentinel is an easy to use and convenient 24/7 remote monitoring system that uses internet-connected technology to automatically monitor an entire fleet of AEDs and send notifications whenever they require attention. AED Sentinel was developed by Readiness Systems, the nation's leading AED program compliance expert.

Please do not hesitate to contact me if you questions or need anything further. Cardiac Solutions and Readiness Systems appreciate the opportunity to support the City's AED program.

Best regards,

A handwritten signature in black ink, appearing to read "Richard A. Lazar".

Richard A. Lazar
President
Readiness Systems, LLC
(855) 291-9100
rlazar@readisys.com
readisys.com

RESOLUTION NO. 215-21

Purchase - VRF Heat and Outdoor Air Systems-Phase II-Omnia Contract #15-JLP-023 -
ADMIN.

RESOLUTION NO. _____

WHEREAS, City Administration desires to purchase VRF Heat and Outdoor Air Systems - Phase II utilizing Omnia Contract #15-JLP-023; and

WHEREAS, Trane is the contract vendor for the VRF Heat and Outdoor Air Systems; and

WHEREAS, funds for this purchase are coming from Assigned Funds;

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

1. That 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 \$422,083.77.
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.

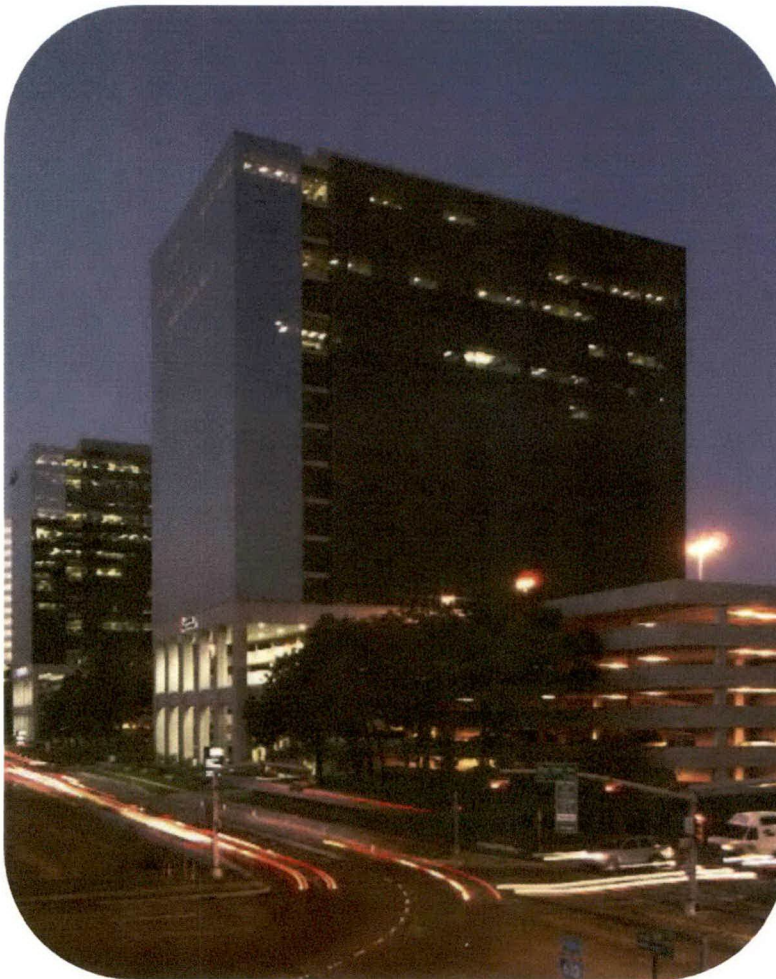
C.E. “Eddie” Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones
City Clerk



Trane Turnkey Proposal Opelika City Hall – Phase II

**Turnkey Proposal For:**

City of Opelika
204 South 7th Street
Opelika, AL 36801

Local Trane Office:

Trane U.S. Inc. dba Trane
915 Lagoon Business Loop
Montgomery, AL 36117

Local Trane Representative:

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

Proposal ID:

3101856

**Omnia Partners/U.S. Communities Proposal
Number:**

27-424247-21-008

**Omnia Partners/U.S. Communities Contract
Number:**

15-JLP-023

Date: August 24, 2021

**TRANE TURNKEY PROPOSAL**

Executive Summary

Trane is pleased to present a solution to help the City of Opelika reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Calvin Williams and Mike Hilyer to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits the City of Opelika should expect from this project are highlighted below.

- More energy efficient system
- Individual climate control for each office/space on the 1st floor and basement
- Reduced downtime caused by equipment failures
- Conditioned, fresh outdoor air to increase occupant health

Trane appreciates the opportunity to earn your business. This investment will provide the City of Opelika with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

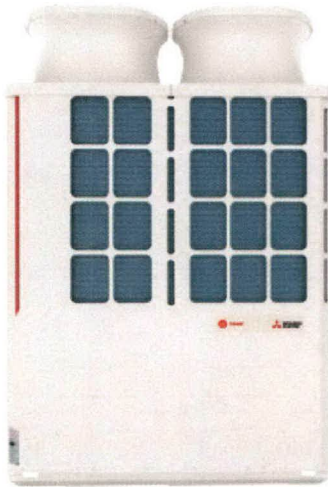
We look forward to partnering with the City of Opelika for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

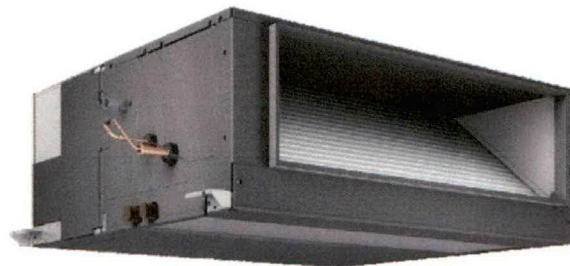
Tucker Norwood
Account Manager, Trane U.S. Inc. dba Trane



Design Details



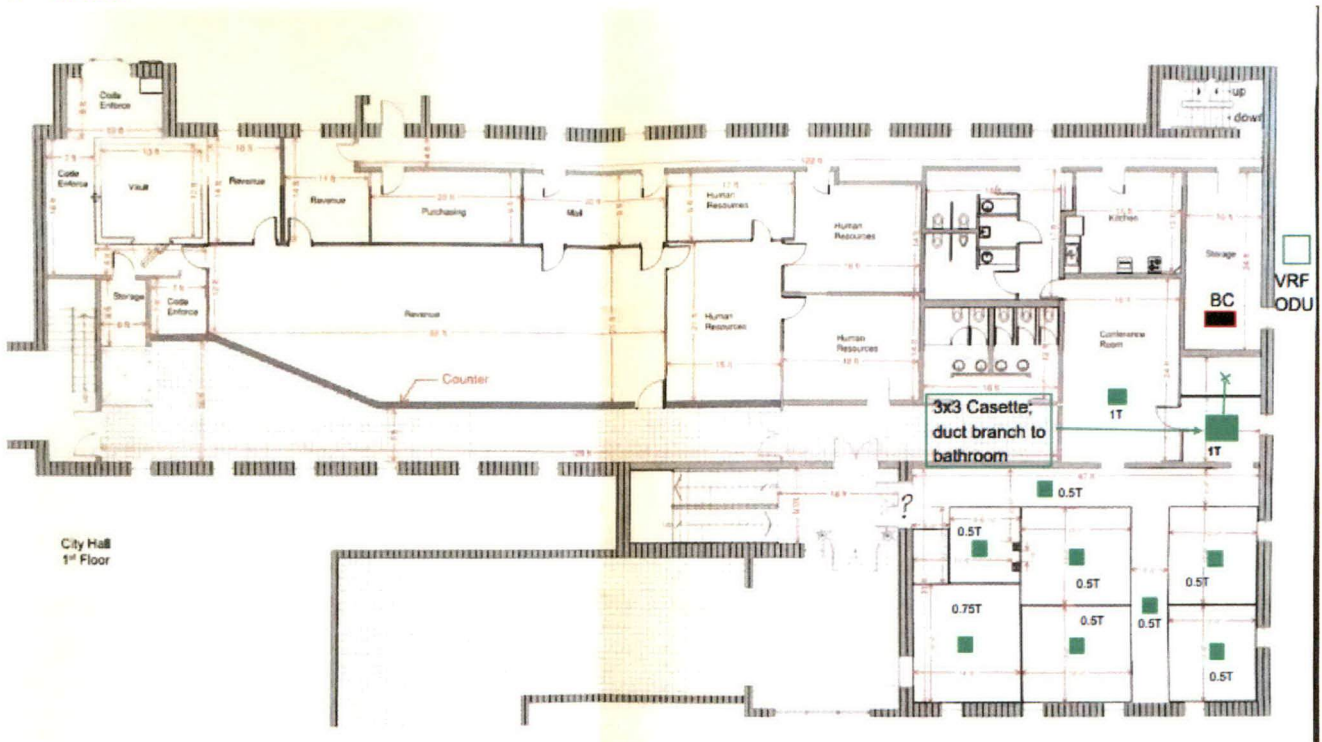
- Heat Recovery System – Allows for simultaneous heating and cooling in the system
 - Two outdoor units – Minimum Circuit Ampacity of 52A per unit
 - Twenty-eight indoor units – Minimum Circuit Ampacity of 0.29A per unit
 - One 100% outdoor air indoor unit
 - 31.5-total tons of system capacity



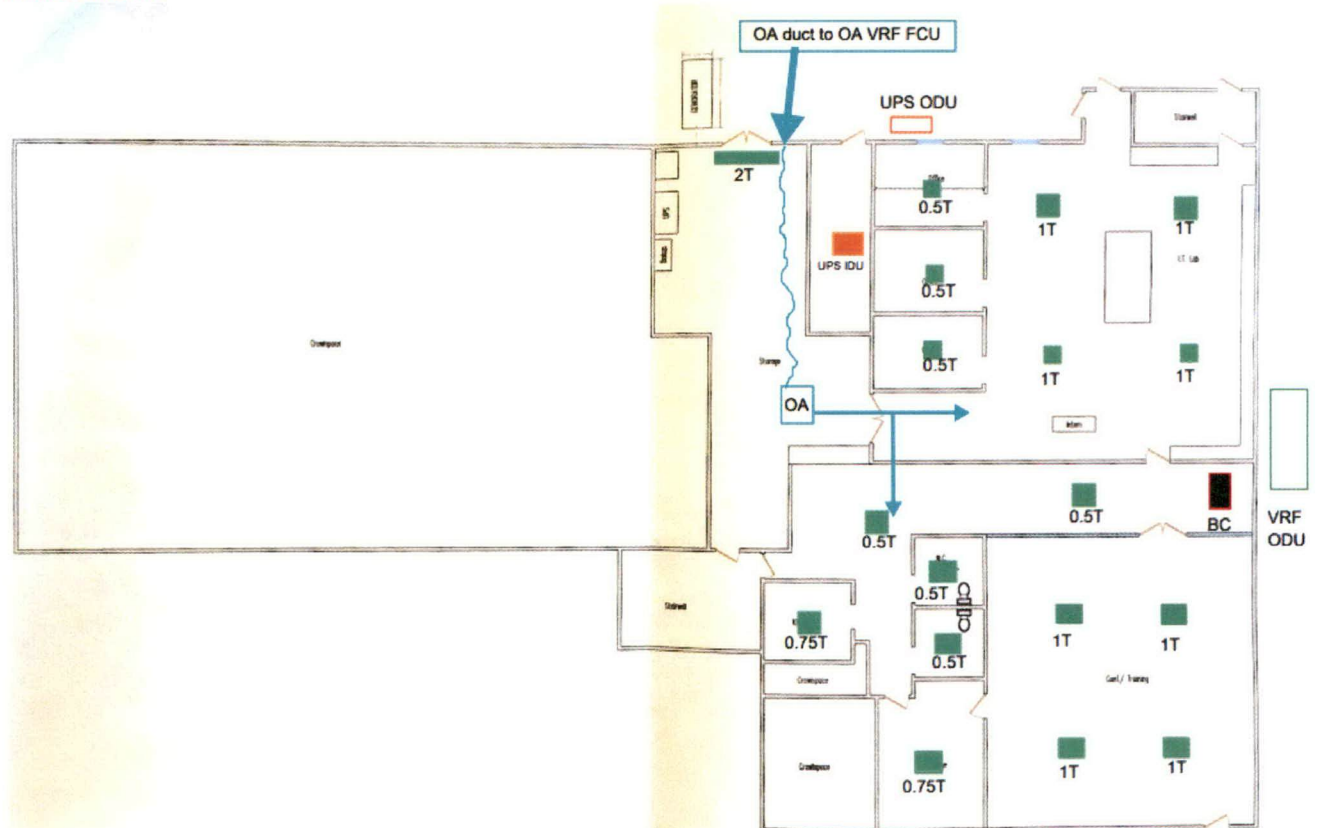
- Outdoor Air System – Conditions 100% outside air to deliver cool, dehumidified, fresh air to the basement
 - The 1st floor currently has an outdoor air system
 - Trane will add a 100% outside air split system fan coil in the basement that will be integrated into the VRF system
 - Trane will provide new duct work as needed for this new outside air unit. Trane will utilize portions of existing duct.



1st Floor



Basement





- Each green square represents an indoor unit
 - Each indoor unit is sized appropriately to handle the space it will condition
- Outdoor units will be installed on concrete pad on the side of the building (nearest Fire Department)
- Existing split-systems to be demoed and removed:
 - 10-ton system that feeds chamber room
 - 5-ton system that feeds basement (front side)
 - 2-ton system that feeds basement (back side)
 - 5-ton system that feeds existing server room
 - Redundant 5-ton system that feeds server room
 - 2.5-ton system that feeds storage area
 - 1.5-ton system that feeds electrical room
- A 1.5-ton mini-split will be added to specifically cool the electrical room separately from the larger VRF system (orange system in above layout)
- Branch controller boxes will be installed in the storage room on the 1st floor and above the hallway ceiling in the basement
- Existing duct work and grilles will be modified as needed to fit the new design
- New duct and louver will be installed from the outside wall to the 100% outdoor air indoor unit
 - New duct will be run from the 100% OA unit supply through the storage room and connect to some of the existing duct work in the basement
- New concrete pad will be poured as needed for new outdoor units

Mechanical Installation

- Trane will demo and remove the existing split-systems
- Trane will provide and install two outdoor, heat-recovery VRF units
- Trane will provide and install twenty-eight, indoor units
- Trane will provide and install two branch box controllers to control the VRF operation
- Trane will provide and install one 100% outdoor air fan coil that is tied into the VRF system
- Trane will provide and install all needed copper linesets for the system
- Trane will provide and install the lineset between the outdoor units and the branch box controllers
- Trane will provide and install all needed duct work modifications to appropriately distribute the outside air throughout the basement
- Trane will provide and install flashing to be installed on the exterior of the building to protect the exposed refrigerant linesets
- Trane will run condensate lines from the 29 indoor units and the two branch box controllers outside of the building
- Trane will provide and update the existing Trane/Mitsubishi control system
 - All needed programming, addressing, etc.
 - Controls will be tied into the existing system
 - Trane will provide and install a thermostat in all 21 spaces
- All needed controls and programming will be completed to ensure correct operation of outdoor air system

Electrical Installation

- Trane will provide new electrical service to the following pieces of equipment:
 - Both outdoor units
 - Twenty-nine indoor units
 - New outdoor air mini-split condenser



- New indoor mini-split inside the UPS room
- Both branch box controllers
- Trane will provide and pull low-voltage control wiring between the branch box controller and the twenty-nine indoor units
- Trane will provide and pull low-voltage control wiring between mini-split outdoor unit and indoor unit

Turnkey Services Included

- This scope shall be inclusive of work needed for a complete and functioning system when turned over to the owner
- Trane factory authorized technicians will complete start-up of all mentioned equipment and controls
- Project Management and safety program
- Warranty Included: 1st year parts and 7 year compressor for all VRF equipment, 1 year workmanship warranty for the entire project and all equipment

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

Pricing and Acceptance

Price

Total Price.....\$422,083.77

All pricing above includes applicable taxes.

Omnia Partners/U.S. Communities Fee is included in the price.

All pricing was done per Omnia/U.S Communities Contract 15-JLP-023.

Financial items not included

- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Tucker Norwood
Account Manager
Trane U.S. Inc. dba Trane

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation). Per terms and conditions of Omnia Partners/U.S. Communities Contract 15-JLP-023.

We value the confidence you have placed in Trane and look forward to working with you.



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.

Submitted By: Tucker Norwood	Cell: (256) 542-7444 Email: tucker.norwood@trane.com Proposal Date: August 24, 2021
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1. **Acceptance; 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 commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** 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 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 Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. 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 Work rendered by Company to the date of cancellation.

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. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer



furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 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 and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also 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.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. 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 exclusively 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 and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. 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 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work 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; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour 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.

17. Customer's 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 this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend 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 tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other 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. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. 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 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; 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. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. 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 WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. 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 ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed 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 waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. 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 Work is 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 Work is 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 Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the 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 subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. 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, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's 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.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a 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 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.

27. U.S. Government Work.

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 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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer 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 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 work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. 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.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

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Building Solutions

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Overview

Contract Documentation

Solutions for Education

Energy Services

HVAC Equipment & Parts

Building Services

Sustainability

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

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](#)



Executive Summary

What makes Synexis® unique is that they are the premier manufacturer of the technology behind Dry Hydrogen Peroxide (DHP™) gas. The DHP™ is made from the humidity and oxygen that are already present in a space or facility. The unit converts these elements into a gas that is within acceptable safety limits for continuous use in occupied environments. Synexis® products are available either as portable units that can be placed on a stand or mounted to a wall, or as units that can be placed in-duct.

The science behind the safety is that the Synexis® DHP™ only has 5-25 parts per billion, which is millions of times less than vaporized hydrogen peroxide but is still effective at minimizing contaminants. To put things into perspective, at a DHP concentration of 10 parts per billion, there is one molecule of DHP in a volume of 4 cubic microns; the same volume (4 cubic microns) of 3% aqueous solution of hydrogen peroxide (H_2O_2) found in your medicine cabinet contains 2.34 billion molecules of hydrogen peroxide. Thus, in terms of number of molecules over time, exposure to a tiny 4 cubic micron droplet of 3% hydrogen peroxide solution for 1 second is equivalent to 74 years of exposure to the same volume of DHP. If you vaporize the aqueous solution of hydrogen peroxide, it is not safe for humans while in the space; in contrast, the concentration of the hydrogen peroxide gas created by Synexis® is acceptable for occupied spaces. To reiterate, the DHP™ concentrations fall far below acceptable limits for human exposure established by the Occupational Safety and Health Administration (OSHA).

Consequently, a Synexis® unit can help safely and continuously address certain indoor air contaminants and facilitate surface cleanliness, 24/7/365. Because DHP™ is a near ideal gas, it goes virtually everywhere the air goes and can clean the different parts of a room. Thus, Synexis® can address surfaces that we can't reach or aren't normally cleaned, such as the tops of tall cabinets in a classroom or the insides of desk drawers.

4 Approaches for a Healthy Indoor Living Space



Dilute
Increase ventilation
with outdoor air



Exhaust
Keep local
exhausts running



Contain
Control indoor
humidity



Clean
Safely use air
cleaning technology
as appropriate

synexis

Cleaning Technology Options



Integrate Synexis® into your HVAC system or use it as a stand-alone unit in any room

Synexis® and Dry Hydrogen Peroxide (DHP™) Technology are registered trademarks owned by Synexis, LLC.

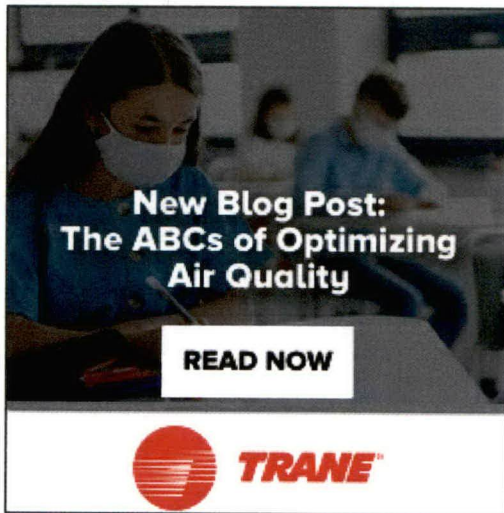
SVS-SLB029-EN
03/16/2021

Trane® - by Trane Technologies® (NYSE: TT), a global climate innovator - creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit trane.com or tranetechnologies.com. All trademarks referenced in this document are the trademarks of their respective owners.

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TRANE
TECHNOLOGIES

**Contact a Trane®
IAQ expert today**



Contact Information

Email: tranecoop@irco.com

Phone: 832-551-7999

Fax: 972-243-1398

[SUPPLIER WEBSITE](#)



Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067



HVAC Systems and Energy Services

Easier, simpler and quicker with cooperative purchasing

Becoming a participant of OMNIA Partners, Public Sector (and its subsidiaries National IPA and U.S. Communities) enables public agencies to drive efficiency, effectiveness and real savings with world-class government procurement resources and solutions. The entire portfolio of Trane equipment and services is available through OMNIA Partners saving time and money.

OMNIA Partners gives you greater purchasing power to unleash the potential of your buildings with Trane solutions. Trane is an industry leader in energy efficient, connected indoor comfort systems, providing full lifecycle support through a world-class services organization. Our mission is to collaborate with organizations to reduce the energy intensity of the world. Through innovative technology and unsurpassed expertise in buildings, we're helping organizations achieve real and enduring sustainability results.

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PARTNERS

 
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RESOLUTION NO. 216-21

Purchase - Monitoring Services for the VRF Heat and Outdoor Systems-Omnia Contract #15-JLP-023 - ADMIN.

RESOLUTION NO. _____

WHEREAS, City Administration desires to purchase Monitoring Services for the VRF Heat and Outdoor Air Systems utilizing Omnia Contract #15-JLP-023; and

WHEREAS, Trane is the contract vendor for the Monitoring Services; and

WHEREAS, funds for this purchase are coming from Assigned Funds;

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

1. That 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 \$59,340.78.
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.

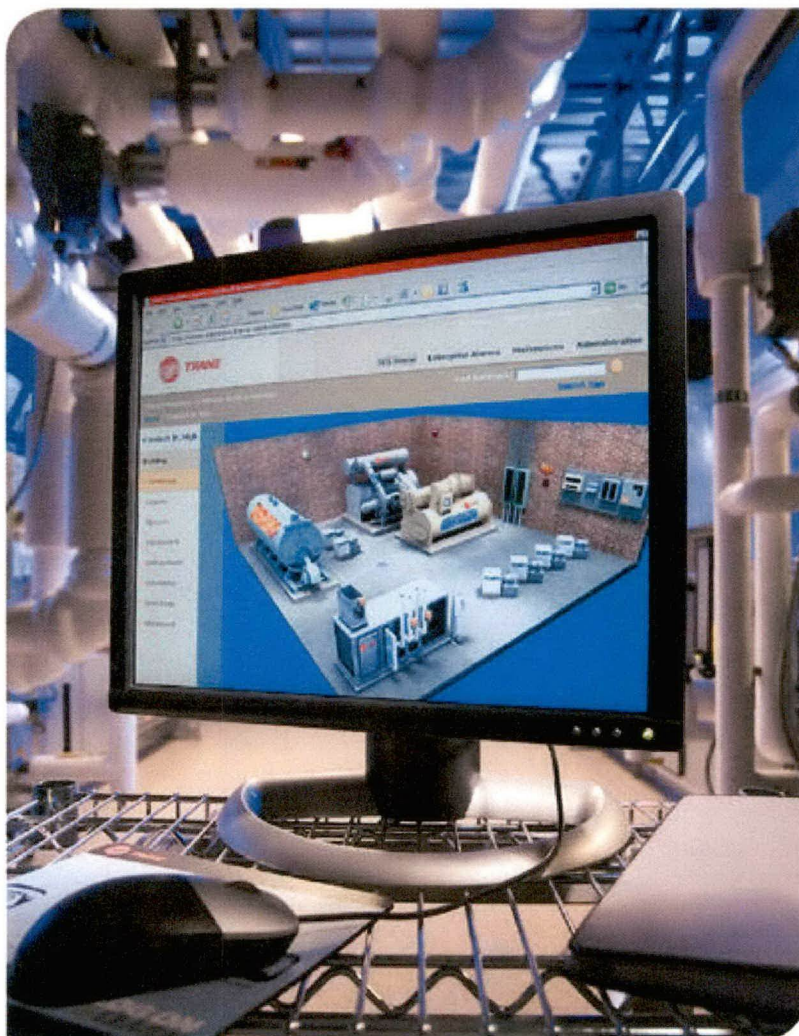
C.E. “Eddie” Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones
City Clerk



Trane Controls Proposal



Controls Proposal For:

City of Opelika
204 South 7th Street
Opelika, AL 36801

Local Trane Office:

Trane U.S. Inc. dba Trane
915 Lagoon Business Loop
Montgomery, AL 36117

Local Trane Representative:

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

Proposal ID:

3024729

Omnia Partners/U.S. Communities Proposal Number:

27-424247-21-004

Omnia Partners/U.S. Communities Contract Number:

15-JLP-023

Date: April 5, 2021



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help City of Opelika reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Mike Hilyer and Calvin Williams to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits the City of Opelika should expect from this project are highlighted below.

- No need for annual service contract unless desired by City of Opelika staff to have Trane technician time scheduled to visit the site
- Building control system that can be expanded to include multiple City of Opelika facilities that will allow the city to implement city wide energy saving strategies
- Web-based system that can be accessed securely from any internet connected device
- System that is designed to be able to integrate the older existing equipment as well as future newer replacement equipment
- System that allows the city to schedule, trend, alarm, report, and provide status of the HVAC system

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$44,563.00. This investment will provide the City of Opelika with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with the City of Opelika for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Tucker Norwood
Account Manager, Trane U.S. Inc. dba Trane



Scope of Work

- Tracer SC+ System Controller
 - Trane will provide and install a new system controller that provides a web-based user interface
 - Trane will furnish and install needed custom floorplan graphics, enclosures, wiring, licenses, etc.
 - Trane will program all needed system level control sequences
 - Trane will provide owner training at the conclusion of the project
- (7) Rooftop Units
 - Trane will integrate the controls of all RTUs at the SportsPlex
 - Trane will provide all needed programming and graphics for each unit
- (32) VAV boxes
 - Trane will integrate the controls of all VAV boxes at the SportsPlex
 - Trane will provide all needed programming and graphics for each unit
- Pool Filter/Mechanical Room
 - Trane will provide and install an additional Tracer SC+ system controller for this room that will communicate BACnet
 - Trane will remove the existing programmable JCI controller and replace it with a fully programmable Trane UC600 BACnet controller
 - Trane will reinstall each point currently monitored by the JCI controller
 - Trane will provide all needed programming and sequencing to appropriately configure each sensor in the filter/mechanical room
 - Trane will integrate the communication between this Tracer SC+ and the main SC+ that will be installed in the SportsPlex
- PoolPak Controls Tie-In
 - Trane will furnish and install needed wiring to provide BACnet communication to the new PoolPak units
 - Trane will furnish and install needed wiring to communicate between PoolPaks and touchscreen controller in the office of the Aquatics Center director
 - Trane will provide custom graphics for visibility of the PoolPaks' performance
 - Trane will provide all need programing for each unit

ADD: Controls Tie-in of Opelika City Hall Ground Floor VRF System

- Tracer SC+ System Controller
 - Trane will provide and install a new system controller that provides a web-based user interface
 - Trane will furnish and install needed custom floorplan graphics, enclosures, wiring, licenses, etc.
 - Trane will program all needed system level control sequences
 - Trane will integrate in the existing Trane/Mitsubishi controls that control the VRF indoor units, VRF outdoor units, and the outdoor air split system

Controls systems services not included

- Controls for any equipment that is not listed above
- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- Repair or replacement of any equipment being controlled

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



Pricing and Acceptance

Price

Total Net Price.....	\$44,563.00
Total Net Price with ADD INCLUDED	\$59,340.78

Respectfully submitted,
 Tucker Norwood
 Account Manager
 Trane U.S. Inc. dba Trane

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

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.



Submitted By: Tucker Norwood	Proposal Date: April 5, 2021
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1. **Acceptance; 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 commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** 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 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 Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. 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 Work rendered by Company to the date of cancellation.

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. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 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 and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.



7. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

9. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also 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.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. 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 exclusively 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 and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. 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 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work 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; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour 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.

16. Customer's 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 this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend 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 tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other 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. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. 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 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; 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. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. 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 WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. 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 ACKNOWLEDGES AND AGREES THERETO.**

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed 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 waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. 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 Work is 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 Work is 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 Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the 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 subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. 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, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's 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.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a 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 Executive Order 13496 and Section 29 CFR 471, appendix A to support 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.

26. U.S. Government Work.

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 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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-37; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer 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 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 work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. 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.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

Attachment: 9-7-21 - VRF HEATING AND OUTDOOR AIR SYSTEMS - MONITORING SERVICES - OMNIA CONTRACT #15-JLP-023 - CNCL PKT

(866) 875-3299

Contact Us



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Trane
Building Solutions

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Overview

Contract Documentation

Solutions for Education

Energy Services

HVAC Equipment & Parts

Building Services

Sustainability

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

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](#)



Executive Summary

What makes Synexis® unique is that they are the premier manufacturer of the technology behind Dry Hydrogen Peroxide (DHP™) gas. The DHP™ is made from the humidity and oxygen that are already present in a space or facility. The unit converts these elements into a gas that is within acceptable safety limits for continuous use in occupied environments. Synexis® products are available either as portable units that can be placed on a stand or mounted to a wall, or as units that can be placed in-duct.

The science behind the safety is that the Synexis® DHP™ only has 5-25 parts per billion, which is millions of times less than vaporized hydrogen peroxide but is still effective at minimizing contaminants. To put things into perspective, at a DHP concentration of 10 parts per billion, there is one molecule of DHP in a volume of 4 cubic microns; the same volume (4 cubic microns) of 3% aqueous solution of hydrogen peroxide (H_2O_2) found in your medicine cabinet contains 2.34 billion molecules of hydrogen peroxide. Thus, in terms of number of molecules over time, exposure to a tiny 4 cubic micron droplet of 3% hydrogen peroxide solution for 1 second is equivalent to 74 years of exposure to the same volume of DHP. If you vaporize the aqueous solution of hydrogen peroxide, it is not safe for humans while in the space; in contrast, the concentration of the hydrogen peroxide gas created by Synexis® is acceptable for occupied spaces. To reiterate, the DHP™ concentrations fall far below acceptable limits for human exposure established by the Occupational Safety and Health Administration (OSHA).

Consequently, a Synexis® unit can help safely and continuously address certain indoor air contaminants and facilitate surface cleanliness, 24/7/365. Because DHP™ is a near ideal gas, it goes virtually everywhere the air goes and can clean the different parts of a room. Thus, Synexis® can address surfaces that we can't reach or aren't normally cleaned, such as the tops of tall cabinets in a classroom or the insides of desk drawers.

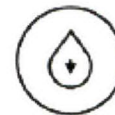
4 Approaches for a Healthy Indoor Living Space



Dilute
Increase ventilation
with outdoor air



Exhaust
Keep local
exhausts running



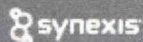
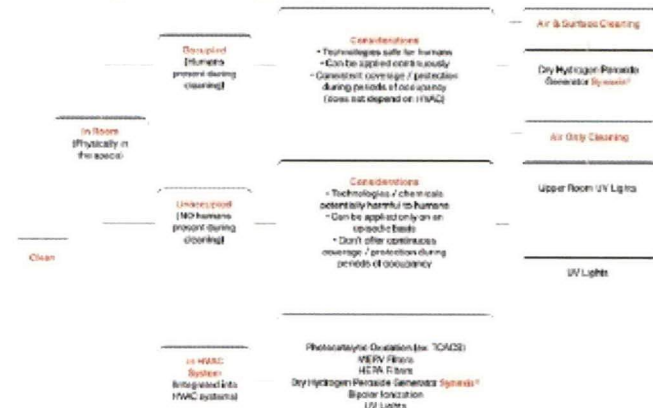
Contain
Control indoor
humidity



Clean
Safety can air
cleaning technology
as appropriate

synexis

Cleaning Technology Options



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Hydrogen Peroxide
(DHP™) Technology are
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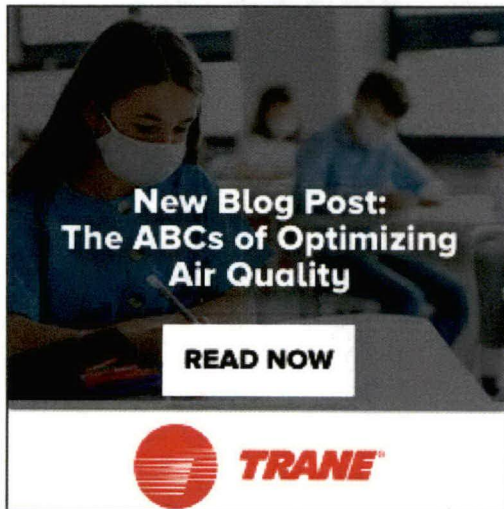
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RESOLUTION NO. 217-21

Approve Amended and Restated MOU with East Alabama Health Care Authority.

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDED AND RESTATED MEMORANDUM OF
UNDERSTANDING BY AND BETWEEN THE CITY OF OPELIKA
AND THE EAST ALABAMA HEALTH CARE AUTHORITY**

WHEREAS, the City of Opelika, Alabama (the “City”) and The East Alabama Health Care Authority (the “Hospital”) entered heretofore entered into a certain Memorandum of Understanding dated October 15, 2019, regarding the operation of a mobile medical clinic; and

WHEREAS, the City and the Hospital have determined that certain amendments are necessary to the Memorandum of Understanding; and

WHEREAS, a proposed Amended and Restated Memorandum of Understanding by and between the City and the Hospital has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Amended and Restated Memorandum of Understanding.

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

1. That the proposed Amended and Restated Memorandum of Understanding to be entered into by and between the City and the Hospital, 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 Amended and Restated Memorandum of Understanding.

2. That the Mayor is hereby authorized and directed to execute and deliver said Amended and Restated Memorandum of Understanding in the name and on behalf of the City, and the City Clerk is hereby authorized to attest the same.

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 Amended and Restated Memorandum of Understanding.

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF OPELIKA, ALABAMA AND
THE EAST ALABAMA HEALTH CARE AUTHORITY**

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING is made and entered into this the _____ day of _____, 2021, by and between the City of Opelika, Alabama, a municipal corporation under the laws of the State of Alabama (herein called the “City”) and The East Alabama Health Care Authority, d/b/a East Alabama Medical Center, a health care authority organized under the laws of the State of Alabama (herein called the “Hospital”). The City and the Hospital may be collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, mobile health clinics are increasing in use nationwide; and

WHEREAS, mobile health clinics typically deliver a variety of services including primary, preventative and specialty care; and

WHEREAS, mobile health clinics are staffed by community health workers and health educators and sometimes by physicians and nurses; and

WHEREAS, mobile health clinics provide an important safety net for disease prevention and management in urban communities with poor health status and high emergency department usage; and

WHEREAS, mobile health clinics represent a paradigm shift in healthcare delivery to bring care to underserved communities rather than waiting for patients to seek care; and

WHEREAS, mobile health clinics aim to eliminate financial and logistical barriers as well as barriers related to community members’ lack of trust in healthcare providers; and

WHEREAS, the mission of these clinics is aligned with federal, state and local efforts to improve access to medical care and reduce disparities; and

WHEREAS, the City owns a forty-foot Bluebird Bus (herein called the “Bus”); and

WHEREAS, the Hospital owns and operates a regional hospital and multiple clinic facilities throughout the Auburn-Opelika metropolitan area; and

WHEREAS, the Carver and Jeter neighborhoods of Opelika and other identified areas are medically underserved areas with a lack of access to primary care services; and

WHEREAS, the City and the Hospital desire to provide mobile healthcare services to the Carver and Jeter neighborhoods of Opelika and other identified areas.

WHEREAS, the City and the Hospital have agreed to amend and restate the Memorandum of Understanding dated October 15, 2019, in order to, among other things, clarify the Agreements and Obligations of the City, the Agreements and Obligations of the Hospital, and to amend the term of the Agreement.

NOW, THEREFORE, in contemplation of the mutually beneficial relationships to be established and in consideration of the mutual promises and covenants contained herein, the sufficiency is hereby agreed to and accepted, the Parties agree as follows:

Section 1. **Recitals.** The foregoing recitals are an effective and operative part of this Agreement.

Section 2. **Purpose.** The purpose of this MOU is to encourage cooperation and resource sharing by the Parties. The goal of the MOU is to use the strengths and expertise of the Parties to provide access to screenings, services and connections to care to enhance the health of the residents of the Carver and Jeter neighborhoods of Opelika and other identified areas.

Section 3. **Agreements and Obligations of the City.**

(a) Modification of Bus. The City, through fundraising activities, will redesign, retrofit and modify the Bus to serve as a mobile medical clinic. The Bus will contain an interview or waiting room, one exam room, a lavatory area with a sink, a bathroom or changing room and a separate room where records are kept. The City will equip the Bus with the following equipment and medical devices: Wall mounted AED (automated external defibrillator), diagnostic (blood pressure monitor, thermometer, pulse oximeter, etc.), scales, eye charts, glucometer, computers, printers, seating, exam room table, office and filing space, waiting room furnishings, cabinetry and storage, adequate electrical outlets for, janitorial equipment, refrigerator freezer, procedure tables, specialized lighting, water filtration system, hazardous waste disposal, wheelchair lift, oxygen, suction and other essential equipment to meet regulatory standards and/or any other equipment deemed necessary to provide proper medical services as defined by this Understanding.

The estimated cost of all modifications is \$200,000. The City proposes to use charitable contributions to fund the costs of redesigning, retrofitting, modifying and equipping the bus. The City agrees to initiate fundraising activities requesting donations from local businesses, organizations and individuals. This MOU is expressly conditioned upon the availability of donated funds. The City's obligation for performance of this Contract is contingent upon the availability of donated funds from which payment can be made to fund the cost of all modifications. No liability on the part of the City or the Hospital shall arise until funds are made available to completely redesign, retrofit, modify and equip the bus.

(b) Lease of Bus. The Bus owned by the City to be utilized by the Hospital in providing mobile medical clinic services shall be leased by the City to the Hospital for the duration of this Agreement. The rent shall be \$1.00 per year.

(c) Maintenance of Bus. The City shall be responsible for maintaining the Bus in good working order and repair and shall conduct periodic, corrective and preventative maintenance of the Bus. In conjunction with the repair and maintenance of said Bus, the City shall adhere to all federal and state laws.

(d) Storage. When the Bus is not in operation, the City shall store or park the Bus at a secured location on City-owned property.

(e) Fuel. The City shall provide all fuel required to operate the Bus for the duration of this Agreement.

- (f) Driver. The City shall provide a licensed CDL driver to operate the Bus.

The City employee who operates the Bus and performs safety-sensitive functions is subject to the City's Rules and Regulations. The City shall provide workers compensation insurance coverage on the driver with statutory limits as required by state law.

- (g) Insurance premium reimbursement. The City shall reimburse the Hospital for fifty percent (50%) of the total amount of all insurance premiums incurred by the Hospital under subsections 6(b)(2) and 6(b)(3).

Section 4. **Agreements and Obligations of the Hospital.**

- (a) Services. Utilizing the Bus, the Hospital shall provide mobile medical clinic services (the "Services") in the Carver and Jeter neighborhoods of Opelika and other areas as needed. The routes and stops of the mobile health clinic will be established jointly by Hospital and City personnel. The clinic will typically operate 8 hours per week, subject to designated holidays.

- (b) Personnel. The Bus will be staffed by the Hospital with an intake worker or clerk, other medical licensed personnel each of whom shall be trained in accordance with the minimum standards set forth by the State of Alabama.

- (c) Management. Management of the mobile medical services will be handled by the Hospital's management staff.

- (d) Medical Supplies. The Hospital will stock the Bus with medical supplies appropriate for primary health care services.

- (e) Insurance. The Hospital shall obtain and maintain insurance coverage of the types and amounts described in Section 6.

Section 5. **Term.**

The parties hereby agree to amend the existing term of the Agreement such that the Agreement shall be effective for a term of three (3) years beginning on January 1, 2021. Any party may terminate this agreement with at least ninety (90) days' prior written notice of termination, with or without cause, at any time during the term of the Agreement.

Section 6. **Insurance.**

(a) City's Insurance Obligations. The City shall obtain and maintain the following types and amounts of insurance coverage:

(1) Workers compensation coverage for the City's employed personnel as required under state law. Workers compensation coverage must provide statutory limits.

(2) The City's insurance obligation shall not include property insurance for the Bus or comprehensive general liability for the Bus or the driver.

(b) The Hospital's insurance obligations. The Hospital shall obtain and maintain the following types and amounts of insurance coverage:

(1) Workers compensation coverage for the Hospital's employed personnel as required under state law. Workers compensation coverage must provide statutory limits.

(2) Comprehensive physical damage on the Bus owned by the City and leased to the Hospital. This coverage shall provide protection for collision damage to the Bus and its equipment and protection for the loss of or damage to the Bus from perils except collision. The City agrees to reimburse the Hospital for fifty percent (50%) of the amount of the premium for comprehensive physical damage insurance.

(3) Comprehensive commercial vehicle liability insurance with limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This coverage shall include the Bus and the driver leased by the City to the Hospital and shall include the following primary types of coverage:

- Bodily injury liability for damages that involve bodily injury to others
- Property damage liability for damage to property of others
- Medical payments for reasonable and necessary medical expenses for those who are accidentally injured while in the Bus or getting into or out of the Bus
- Uninsured/underinsured motorist coverage

The City, its officials and employees, shall be included as Additional Insureds on the comprehensive commercial liability policy. The City agrees to reimburse the Hospital for fifty percent (50%) of the amount of the insurance premium covering the Bus and Leased Employee.

(4) Professional liability insurance. Professional and comprehensive general and liability coverage covering the Hospital and its employed personnel, in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate during the term of this Agreement.

(5) Any insurance requirement herein may be satisfied by the Hospital's program of self-insurance, except the coverages required under subsections 6(b)(2) and 6(b)(3).

(6) The Hospital shall furnish to the City duly issued certificates of insurance, naming the City as an "additional insured" showing in force comprehensive physical damage and comprehensive commercial vehicle liability insurance with limits as specified above.

Section 7. **Indemnity.**

(a) City. The City agrees to defend, indemnify and hold harmless the Hospital for any and all liability claims or liability costs and expenses which the Hospital may incur where said liability is incurred as a result of the negligence or malpractice of the City or its employees.

(b) Hospital. The Hospital agrees to defend, indemnify and hold harmless the City for any and all liability claims or liability costs and expenses which the City may incur where said liability is incurred as a result of the negligence or malpractice of the Hospital or its employees.

The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 8. **Medical Records.** The Hospital agrees to complete all required charting in the medical record in a prompt and timely manner and in accordance with any applicable policies and procedures of the Hospital. The ownership and right of control of all reports, records and supporting documents prepared in connection with the services contemplated herein shall vest exclusively with the Hospital. The Hospital agrees to maintain the security and privacy of all Protected Health Information in a manner consistent with Alabama and federal laws and regulations, including, but not limited to the HIPAA Privacy Regulations and the Security Regulations (45 C.F.R., Parts 160, 162 and 164).

Section 9. **Non-Discrimination.** The Parties agree to comply with all federal, state and local rules, regulations, executive orders and laws forbidding unlawful discrimination.

Section 10. **Relationship of Parties.** This MOU shall not be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors representing their own

respective independent institution, instrumentality or agency. With respect to any employee compensation for services provided in connection with this MOU, each Party will be responsible for paying their own employees, and properly withholding their own employees' taxes and other costs and fees as may be required.

Section 11. **Force Majeure**. A party shall not be liable for any failure of or delay in the performance of this MOU for the period that such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorist attacks, strikes, labor disputes, changes in law, government orders or any other Force Majeure event. Where a Force Majeure event gives rise to a failure or delay in the party performing its obligations under this MOU, those obligations will be suspended for the duration of the Force Majeure event. A party who becomes aware of a Force Majeure event which gives rise to or is likely to give rise to, any failure or delay in performing its obligations under this MOU will: (a) forthwith notify the other parties; and (b) inform the other parties of the period for which it is estimated that such failure or delay will continue. The affected parties will take reasonable steps to mitigate the effects of the Force Majeure event.

Section 12. **Further assurances**. The Parties agree to execute and deliver any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

Section 13. **Agreement Governed Alabama Law**. It is the intention of the Parties hereto that this Agreement shall in all respects be governed by the laws of the State of Alabama.

Section 14. **Severability**. In the event that any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions hereof.

Section 15. **Notices.** All notices, requests and other communications to be given or made hereunder shall be deemed sufficient and properly given or made, if in writing and sent by United States registered or certified mail, postage prepaid, addressed, as follows:

If to the City: Gary Fuller, Mayor
Opelika City Hall
204 South 7th Street
P.O. Box 390
Opelika, AL 36803

If to the Hospital: Laura Grill
President
2000 Pepperell Parkway
Opelika, AL 36801

The City and the Hospital may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney-at-law shall be valid and effective to the same extent as if signed by such party or on its behalf by a duly authorized officer or employee.

IN WITNESS WHEREOF, the City and the Hospital have caused this Agreement to be executed in their respective corporate names and behalves by their duly authorized officers, have caused their corporate seals to be hereunto affixed and have caused this Agreement to be attested by their duly authorized officers, all in two counterparts, each of which shall be deemed an original, and the City and the Hospital have caused this Agreement to be dated as of _____, 2021.

THE CITY OF OPELIKA, ALABAMA,
A MUNICIPAL CORPORATION

By: _____
ITS MAYOR

ATTEST:

CITY CLERK

THE EAST ALABAMA
HEALTH CARE AUTHORITY

By: _____
LAURA D. GRILL,
ITS PRESIDENT

RESOLUTION NO. 218-21

Approve Lease Agreement with Opelika Housing Authority.

RESOLUTION NO. _____

**RESOLUTION APPROVING LEASE AGREEMENT WITH
THE HOUSING AUTHORITY OF THE CITY OF OPELIKA, ALABAMA
FOR PREMISES LOCATED AT 201 SAMFORD WAY**

WHEREAS, The Housing Authority of the City of Opelika, a public corporation (the “Authority”) is the owner in fee simple of the building located at 201 Samford Way, Opelika, Alabama 36801 (the “Premises”); and

WHEREAS, Lee-Russell Council of Governments operates a senior citizen’s center on the Premises which is available to individuals who are 60 or older; and

WHEREAS, the Opelika Senior Citizen’s Center serves as a focal point where an array of services is channeled to senior citizens, including social activities, nutrition education, health counseling, consumer education, recreation and exercise and hot meals; and

WHEREAS, for many years, the City has leased the Premises from the Authority and makes the Premises available to Lee-Russell Council of Governments for use as a senior citizen’s center; and

WHEREAS, the existing lease agreement between the City and the Authority expired on March 31, 2021; and

WHEREAS, the City desires to renew its lease with the Authority on a month-to-month basis and may be terminated by providing sixty (60) days written notice to the Authority; and

WHEREAS, a proposed Lease Agreement was prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Lease Agreement.

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

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

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

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 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

LEASE AGREEMENT

THIS LEASE, made this the _____ day of _____, 2021, by and between The Housing Authority of the City of Opelika (hereinafter referred to as "Owner"), and The City of Opelika (hereinafter referred to as "Tenant").

FOR AND IN CONSIDERATION of the mutual covenants herein, Owner does lease to Tenant, and Tenant does hereby lease from Owner the premises located at 201 Samford Way, Opelika, Alabama in the City of Opelika, State of Alabama **UNDER THE TERMS AND CONDITIONS THAT FOLLOW:**

ARTICLE I **TERM OF THE LEASE**

The rental of the premises shall be on a month-to-month basis known as a "Month-to-Month Tenancy" and may be terminated by providing advance written notice of at least sixty (60) days, to become effective on the last day of the next rental period. The Tenant may only terminate the Lease on the last day of any month, and the Owner must receive written notification of non-renewal at least sixty (60) days prior to the last day of that month.

ARTICLE II **RENT**

Tenant agrees to pay Owner **Four Hundred and No/100 (\$400.00) Dollars** in advance on the first day of the month in a manner and at a location prescribed by Owner. Payments not received by the fifth (5th) day of the month will be subject to a late charge equal to ten percent (10%) of the required monthly rental payment. The late charge, when assessed, shall constitute an additional obligation of Tenant which is subject to the terms and conditions of this lease.

ARTICLE II-A **SECURITY DEPOSIT**

Upon the execution of this Lease, Tenant shall pay the pay Owner **Four Hundred and No/100 (\$400.00) Dollars** to be held as security for the payment of rent and the faithful performance by Tenant. Owner may use the security deposit to repair any damage to the premises caused by the Tenant or its guests, and to clean the Premises upon termination of the Lease. The security deposit shall be held and applied as provided by the laws for the State of Alabama. The security deposit may not be applied by the Tenant to the payment of rent. If the Tenant fully performs its obligation hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease.

ARTICLE III **ASSIGNMENT AND SUBLETTING**

Tenant shall not sublet the premises or assign the lease in whole or part without the prior written consent of Owner. If such consent is obtained, Tenant agrees to abide by Owner's policies regarding sublet and assignment and pay all reasonable fees associated with such action. In all cases of sublet or assignment, Tenant shall not be discharged from obligations under this lease. Notwithstanding the foregoing provisions, the Owner consents and agrees that Lee-Russell Council of Governments may operate a senior citizen's center on the Premises, which is available to individuals who are 60 or older.

ARTICLE IV **POSSESSION**

Owner agrees to keep Tenant in quiet possession of the premises provided that Tenant complies with all the stipulations of this lease.

ARTICLE V **MAINTENANCE**

Owner agree to maintain the premises in good repair provided that Tenant promptly informs Owner of items in need of repair. Tenant agrees to pay the cost of repairs determined by Owner, based on supporting evidence, to be the result of neglect or misuse on the part of the Tenant. TENANT AGREES TO PAY THE COST OF REPAIR AND REPLACEMENT, INCLUDING LABOR AND MATERIALS, ASSOCIATED WITH THE FOLLOWING ITEMS: Glass breakage, light bulb replacement, lost keys, and locks broken by misuse. Tenant further agrees to maintain the curtilage of the premises, including, but not limited to, keeping the grass mowed, shrubs trimmed to an acceptable level, and the lawn generally manicured.

ARTICLE VI **ALTERATION TO THE PREMISES**

Tenant agrees to make no alterations, in any form, without the prior written consent of Owner. In the event that Tenant violates this covenant, Tenant agrees to bear all costs associated with returning the premises to their original condition that existed upon taking possession.

ARTICLE VII **USE**

Tenant agrees to use the premises as a senior citizen's center and for no other purpose. Tenant agrees to comply with all laws and city ordinances affecting the premises and to use the premises for only lawful purposes. Tenant shall not commit waste or neglect of the premises or allow others to do so. Upon termination of this lease, Tenant shall surrender the premises in the same condition as when possession was taken with the exception of normal wear and tear.

ARTICLE VIII

DEFAULT

In the event Tenant violates any of the terms, conditions, or covenants of this lease, Tenant shall, at Owner's option, be considered in default of this lease. In the event of default, Owner shall have the right to re-enter and take possession of the leased premises and upon giving twenty-four (24) hours written notice to Tenant, terminate this lease. If the Tenant is in default, Owner shall have the option of accelerating all rents scheduled under this lease. In the case of acceleration of rents, all scheduled rent payments for the remaining term of the lease shall become immediately due and payable. Owner shall not be required to notify Tenant of its intention to accelerate rents if Tenant is in default of this lease.

Although Tenant's violation of any of the terms, conditions, or covenants of this lease may result in forfeiture, the following violations are the most likely to cause forfeiture:

- Non-payment of rent when due and payable.
- Committing waste or neglect of the premises or allowing others to waste or neglect the premises.
- Using the premises for an unlawful purpose.
- Repeated violations of the rules and regulations prescribed by Owner to the effect that the Tenant becomes a nuisance to others.
-

Owner's failure to insist upon strict performance of any of the terms, conditions, or covenants under this lease or Owner's failure to exercise any of its options under this lease shall not waive Owner's rights under this lease.

ARTICLE IX

TERMINATION BY MUTUAL CONSENT

This lease maybe terminated at any time by **MUTUAL CONSENT** of both Tenant and Owner in addition to the other methods of termination described elsewhere in this lease. Termination by mutual consent must be in writing and signed by all parties.

ARTICLE X

COLLECTION AND ENFORCEMENT OF THE PROVISIONS OF THIS LEASE

Tenant agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Owner to employ an attorney or collection agent to collect any of the rent agreed to be paid or in the event a suit is filed or any court proceedings are instituted to enforce any of the provisions of this lease.

All parties agree that any suit or court proceedings shall be brought in the appropriate court in Lee County, Alabama. It is further agreed that all parties will accept service in any such suits by registered mail, regardless of where the parties may be when action is brought.

ARTICLE XI
DESTRUCTION OF PREMISES BY FIRE OR OTHER CASUALTY

If the premises are destroyed or made completely unable to be occupied during the term of this lease without Tenant's fault, Tenant shall not have to pay rent until Owner restores the premises to a condition comparable with that before the fire or other casualty. Owner have no obligation to restore the premises. In the event Owner decides not to restore the premises, this lease will be terminated. Owner shall have written notice to the Tenant of its decision to either restore the premises or terminate the lease within thirty (30) days after the fire or other casualty.

ARTICLE XII
INSURANCE

Tenant understands that insurance policies to protect personal property from damage, loss or theft are readily available from most insurance companies at the Tenant's expense. Owner recommends that such an insurance policy is obtained. Owner shall not be held liable for the damage, loss, or theft of any of the Tenant's personal property stored inside or outside of the premises. Tenant shall procure and maintain during the lease term, at its expense, a public liability insurance policy covering the premises and insuring the Tenant and the Owner with limits of one million dollars (\$1,000,000) for injury or death to one person, two million dollars (\$2,000,000) for any number of persons injured or killed in one accident and three hundred thousand dollars (\$300,000) property damage resulting from any occurrence upon the premises.

ARTICLE XIII
ABANDONMENT

In the event that Tenant abandons the premises during the term of this lease without having paid the rent and other charges under this lease in full for the entire term of this lease, Tenant shall be in default. Owner shall have the right to take possession of the premises. Owner shall then have the right to re-lease the premises to another Tenant. The proceeds from re-leasing shall be applied to the unpaid rent and other charges of Tenant under this lease until the rent and other charges owed by Tenant under this lease are paid in full. Re-leasing of the premises because of abandonment by the Tenant during the term of this lease shall not discharge the Tenant from obligations under this lease.

ARTICLE XIV
UTILITIES AND SERVICE CHARGES

Tenant shall pay all utilities.

Service charges that shall be paid by Tenant:

- Tenant shall pay a \$18.00 service charge for each of the Tenant's checks returned by the bank. Owner may, at its sole discretion, charge Tenant a \$50.00 fee for processing sublet or assignment requests.

**ARTICLE XV
FURNISHINGS**

If the premises are furnished, Tenant shall not remove, damage, misuse, or allow any other person to remove, damage, or misuse the furnishings contained on the premises.

**ARTICLE XVI
RULES AND REGULATIONS**

Tenant shall abide by all reasonable rules and regulations prescribed by Owner to promote the objectives of safety, cleanliness, and good order of the premises. These rules and regulations may be revised by Owner at any time consistent with these objectives. Repeated violations of these rules and regulations shall be considered grounds for Owner, at their option, to terminate this lease.

**ARTICLE XVII
INSPECTION, ENTRY, AND SIGNAGE**

Owner shall have the right to enter periodically to inspect and repair the premises during reasonable hours. Owner shall have the right to display signs on the premises in reasonable locations that advertises the premises as being for rent or sale. Owner shall also have the right to physically show the premises to prospective purchasers or Tenants during reasonable hours upon reasonable notice to Tenant.

TENANT: READ LEASE CAREFULLY BEFORE SIGNING

IN WITNESS, the respective parties have set their hands and seals on this the ___day of _____, 2021.

CITY OF OPELIKA

BY _____, Tenant
Mayor

ATTEST:

CITY CLERK

**THE HOUSING AUTHORITY OF
THE CITY OF OPELIKA**

BY _____, Owner
Executive Director

RESOLUTION NO. 219-21

Approve Amending the Organizational Chart for Multiple Departments - HR.

RESOLUTION NO. _____

**RESOLUTION AMENDING THE ORGANIZATIONAL CHART OF THE OPELIKA
FIRE DEPARTMENT BY ADDING ONE ADDITIONAL POSITION OF DEPUTY FIRE
CHIEF; CHANGING THE JOB TITLE OF MUNICIPAL COURT CLERK TO
MUNICIPAL COURT CLERK/COURT ADMINISTRATOR AND SETTING THE
COMPENSATION OF MUNICIPAL COURT CLERK/COURT ADMINISTRATOR AT
PAY GRADE 23**

WHEREAS, the Opelika Fire Department desires to add a new position of Deputy Fire Chief at pay grade 24; and

WHEREAS, the Opelika Fire Department is requesting permission to hire a Deputy Fire Chief with a starting pay of \$90,000 due to the job requirements and comparable market pay for this position; and

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

WHEREAS, the City Council hereby finds and determines that said plan of reorganization is in the best interest of the Opelika Fire Department; and

WHEREAS, the Municipal Court desires to modify the Municipal Court Clerk position to the position of Municipal Court Clerk/Court Administrator position at pay grade 23; and

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

WHEREAS, the City Council hereby finds and determines that said plan of

reorganization is in the best interest of the Municipal Court.

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

1. That the new job classification of Deputy Fire Chief in the Opelika Fire Department at pay grade 24 with a starting salary of not more than \$90,000, is hereby approved and authorized by the City Council.
2. That the job description for Deputy Fire Chief, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council.
3. That the job title of Municipal Court Clerk is hereby changed to Municipal Court Clerk/Court Administrator at pay grade 23 with a starting salary of not more than \$71,527.
4. That the job description for Municipal Court Clerk/Court Administrator, attached hereto as Exhibit "B" and incorporated herein by reference, is hereby approved by the City Council.
5. That the above-referenced personnel, organization chart and salary changes shall become effective immediately upon adoption and approval by the City Council.
6. That the Mayor and the Controller are hereby authorized and directed to provide funds for the new positions and modified job classifications from the Unassigned Fund Balance.

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 POSITION DESCRIPTION

Deputy Fire Chief Fire Department

Job Summary

This position is FLSA exempt (full-time). This position works with others both in a professional office setting and in high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces. The essential function of the position within the organization is to assist the Fire Chief in overseeing and directing operations of the City's Fire Department. Under the direction and guidance of the Fire Chief, the Deputy Fire Chief is responsible for directing staff; providing fire, emergency medical service and hazardous materials emergency response to the City of Opelika in compliance with state and federal codes and regulations; long range planning; overseeing administrative activities; facilitating personnel training; ensuring peak condition of departmental equipment and facilities; handling public relations; and documenting and reporting on events and activities to the Fire Chief, senior management and elected or appointed officials. The position formulates long range goals for the organization; develops policy and position papers and negotiates with City Administration and/or elected officials.

Minimum Qualifications

- Requires an associate degree or the equivalent of two years of college or specialized vocational training in fire science, firefighting, public administration, or a closely related field.
- Must have or acquire all training required of lower ranks in FD Structure.
- Must maintain a current State of Alabama Driver's License.
- Requires twelve years or more of related experience.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Supervises staff, including establishing staffing standards, assigning, and evaluating work, counseling, disciplining, and recommending termination.
- Directs operations within all major functions of fire, emergency medical, or other emergency response activities; consults with subordinate officers to develop long range goals, policy and procedures to enhance or improve emergency response capabilities.

- Conducts studies, special projects, and research to identify public protection requirements; programs and budgets for personnel, capital improvements, and major equipment acquisitions; assist the Fire Chief with presenting and defends requirements before elected and appointed officials or other interested agencies.
- Develops policies and procedures in consultation with the Fire Chief and senior management to ensure efficient and economical departmental operations; ensures promulgation of policies and procedures to all staff levels and evaluates results to ensure compliance and identify deficiencies.
- Monitors federal, state, regional, and local laws, regulations, policy, procedures, and emerging trends in public protection to develop recommendations to the Fire Chief for improved or expanded public protection capabilities, laws, policy, or procedures.
- Develops, presents, and defends departmental budget requirements; oversees and approves departmental expenditures; prepares financial forms and reports.
- Coordinates with federal, state, regional, and local emergency management activities to ensure maximum cooperation and efficiency in public protection; serves on, or heads committees, boards, or other activities engaged in determining goals, objectives, and policy for emergency preparedness.
- Oversees and directs emergency preparedness training and drills to ensure adequate response to man-made or natural disasters.
- Represents the City on boards or committees; interacts with community businesses and organizations to provide information and assistance and to promote special projects pertaining to the area of responsibility.
- Conducts staff and other professional meetings and conferences to exchange information; attends continuing education training to maintain required certification; performs physical exercise to maintain fitness standard required by City regulations.
- Ascends or descends up to 85 14" ladder steps or 160 stairwell steps while balancing or operating equipment weighing up to 100 pounds to perform rescues.
- Position's self to navigate low or tight areas for longer than three minutes or to travel greater than 65 feet in emergency situations.
- Searches for persons by sight in low light conditions and by sound in loud, clamorous situations. Transport's persons weighing up to 175 pounds.
- Regularly attends work.

Marginal Job Functions

- Travels to attend workshops, training seminars, and events to improve technical or professional skills.
- Other duties as assigned by the Fire Chief or City management.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all

Updated August 2021

reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov .

CITY OF OPELIKA POSITION DESCRIPTION

Municipal Court Clerk/Court Administrator Municipal Court

Job Summary

This position is FLSA exempt (full-time). This position works with others in a professional office environment. The essential function of the position within the organization is to supervise operations of the City's court and probation activities in compliance with local and State of Alabama laws and regulations. The position is responsible for analyzing and evaluating the structure, workload, policies and procedures with respect to court and probation services and develop revisions as needed. The position is also responsible for supervising staff, performing administrative functions, monitoring, and managing cash receipts, overseeing customer service, preparing budget, and performing related clerical tasks. The position works independently, reporting major activities through periodic meetings.

Minimum Qualifications

- Requires bachelor's degree in law, criminal justice, business, public or judicial administration, or a closely related field.
- Requires State of Alabama Driver's License.
- Must be a Certified Municipal Court Clerk/Magistrate and able to become a notary in the State of Alabama.
- Requires 8 years of related Court experience.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.

Essential Job Functions

- Provides assistance, information, and communications between the Court, prosecutors, probation officers, police department, other governmental units, service providers, community groups, and the public.
- Supervises the preparation and maintenance of court dockets as well as pertinent court and probation records.
- Serves as the custodian of court records and ensures documents are maintained, stored, and disposed of in accordance with state retention and destruction schedules.
- Manages administrative matters such as performing research and examining legal documents submitted to courts for adherence to laws or court procedures.
- Oversees and administers court programs and grants, including application, planning, public relations, operations, financial reporting, and regulatory audits.

- Lead, oversee, and supervise court and probation staff, including training, selecting or recommending selection, assigning and evaluating work, counseling, disciplining, and terminating or recommending termination.
- Oversees and assists with customer service, ensuring compliance by staff with departmental, local, state and federal standards, as well as laws and regulations in providing information, accepting payments, or preparing release bonds for customers.
- Develops and maintains programs, work standards and procedures for staff related to operations and provides training as appropriate.
- Balances cash collections with receipts and maintains necessary records; prepares bank deposit and deposits money into bank; prepares monthly receipt summaries of acts and fines and submits to City Hall.
- Develops and prepares departmental budget; oversees and approves expenditures; prepares financial forms and reports.
- Approves and prepares appearance and appeal bonds; endorses warrants of arrest issued from different counties authorizing execution; assists Magistrates in preparing difficult warrants.
- Gathers information/data to support periodic and special reports documenting activities for area of responsibility.
- Develop and maintain community support and collaboration of community partners through a variety of community activities and networks; periodically meet with and work closely in partnership with a range of service providers and community groups.
- Requires regular attendance at work.
- Requires sedentary work involving moving about the office for brief periods, transporting equipment weighing up to 30 pounds, and operating office equipment.

Marginal Job Functions

- Attends or conducts staff and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.
- Perform other duties and assist with projects as assigned by the Presiding Judge and/or City management.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

RESOLUTION NO. 220-21

Authorize Annual Excess Loss Insurance Contract with Lloyds Insurance Company - HR.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ANNUAL EXCESS LOSS INSURANCE CONTRACT
WITH LLOYDS INSURANCE COMPANY**

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

1. That the Mayor is hereby authorized and directed to contract with Lloyds Insurance Company to procure Excess Loss insurance coverage as detailed in Attachment "A". The policy term is for one (1) year beginning October 1, 2021 and ending September 30, 2022.
2. That monthly Excess Loss insurance premiums are to be paid to Cobbs Allen & Hall, Inc., the City's insurance Broker. The premiums paid to Cobbs Allen & Hall, Inc. will also include a monthly commission fee of \$2,500.00.
3. That the Mayor and other appropriate officers of the City of Opelika are hereby authorized and directed to execute and deliver in name and on behalf of the City of Opelika such agreements, instruments and certificates as shall be required for the procurement of said policy and coverage.
4. That the Mayor and the City Treasurer are hereby authorized and directed to pay from budgeted funds for all premiums for said insurance and coverage.
5. That the Controller is authorized to adjust the 2020-21 Budget as necessary for the insurance contract approved by this resolution.

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

President of the City Council of the
City of Opelika, Alabama

ATTEST:

Russell Jones
City Clerk

City of Opelika
Market Study and Cost Analysis
Effective Date: October 1, 2021

Company	Stop Loss Level	Plan Basis	Maximum Annual Specific Reimbursement	Single Specific Rate	Family Specific Rate	Estimated Monthly Specific Premium	Estimated Annual Specific Premium	Additional Liability due to Agg-Spec and Lasers	% Difference from Current	Comments ALL QUOTES CONDITIONAL ON EXPERIENCE UP TO EFFECTIVE DATE
Lloyds (BCBS AL) - CURRENT	\$140,000	24/12	Unlimited	\$34.96	\$89.28	\$20,043	\$240,516	\$20,000	0%	Current: Laser 1: \$160,000
Lloyds (BCBS AL) - Renewal Option 1	\$140,000	36/12	Unlimited	\$35.46	\$91.84	\$20,504	\$246,050	\$20,000	2%	FIRM Renewal to 9-8 Laser 1: \$160,000

Based on any newly disclosed information, rates and provisions concerning individual claimants are subject to review and may be changed by the carrier. Rates and provisions are not guaranteed until final approval is given by the insurer.



Enrollment	
Single	226
Family	136
Total	362

RESOLUTION NO. 221-21

Authorize Non-Participant Services Contract with Electric Cities of Georgia, Inc. - OPS.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING NON-PARTICIPANT SERVICES
CONTRACT BETWEEN THE CITY OF OPELIKA, ALABAMA
AND ELECTRIC CITIES OF GEORGIA, INC.**

WHEREAS, The City of Opelika (hereinafter referred to as “the “City”), desires to enter into a Non-Participant Services Contract with Electric Cities of Georgia, Inc., (hereinafter referred to as “ECG”) for certain services offered by ECG, including education, training and development services; and

WHEREAS, ECG is a joint agency formed to benefit its municipal participants and other governmental customers; and

WHEREAS, the City desires to become a Non-Participant member of ECG and to purchase certain services offered by ECG; and

WHEREAS, a proposed a proposed Non-Participant Services Contract (the “Contract”) by and between the City and ECG has been prepared by ECG and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract;

WHEREAS, the estimated compensation due to ECG under the Contract from the City for the period from October 2021 through June 2022 is \$34,800.00; and

WHEREAS, the Director of Opelika Power Services has certified that sufficient funds are available to pay for such services in the OPS Electric Fund.

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

1. That the proposed Non-Participant Services Contract by and between the City of Opelika and Electric Cities of Georgia, Inc., a copy of which is attached hereto and marked

Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Contract.

2. That the Mayor is hereby authorized and directed to execute and deliver said Contract in the name and on behalf of the City and to carry out fully the transactions contemplated therein 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 all costs incurred by the City under and pursuant to said Contract shall be paid from the OPS Electric Fund, and 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 all necessary and appropriate purchase orders to implement 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

ATTEST:

CITY CLERK

NON-PARTICIPANT SERVICES CONTRACT

Between

ELECTRIC CITIES OF GEORGIA, INC.

And

City of Opelika

This Contract, made and entered into as of October 1, 2021, by and between Electric Cities of Georgia, Inc., a Georgia nonprofit corporation and an instrumentality of its governmental participants under Section 115 of the Internal Revenue Code (the “ECG”), and the City of Opelika, an Alabama municipality, located in Lee County, Alabama (“Customer”),

WITNESSETH:

THAT:

WHEREAS, ECG is a joint action agency formed to benefit its municipal participants and other governmental customers; and

WHEREAS, Customer has determined that certain services offered by ECG may assist it in serving its customers; and

WHEREAS, Customer desires to purchase such services from ECG, and ECG desires to provide such services to Customer, based upon the terms and conditions set forth herein; and

WHEREAS, Customer desires to become a Non-Participant Member of ECG pursuant to Section 2 hereof in furtherance of joint action and for the mutual advantage of ECG’s municipal participants and other customers and to take advantage of certain economies of scale and efficiencies developed by ECG;

NOW THEREFORE:

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and in order to provide for payment to ECG for services rendered or to be rendered hereunder to Customer, it is agreed by and between the parties hereto as follows:

(1) TERM.

(a) General. The term of this Contract will begin and this Contract will constitute a binding obligation of each party executing this Contract as of the date that it is executed by the last signatory hereto (“Contract Date”). ECG’s obligation to provide the hereinafter defined Services will begin on October 1, 2021 and will extend until June 30, 2022 (the “Initial Term”)

(b) Termination Rights. Either party may terminate this Contract upon not less than 3 months' written notice to the other party, which termination is effective at the end of the last day of the Term.

(2) NON-PARTICIPANT PROVISIONS.

(a) Non-Participant Membership. Customer will be a "Non-Participant Member" of ECG, which status includes the following rights:

(i) It is the express intent of ECG and Customer that the Services provided hereunder be as similar in content and quality as reasonably possible to substantially similar services provided to ECG's Participant Members.

(ii) ECG will make no adverse distinction between its Participant Members and Customer in the provision of substantially similar services, except as contemplated in this Contract.

(iii) Customer may participate as a member of *ad hoc* committees or committees related to specific services and user groups of ECG, if any.

(3) SUBSCRIPTION SERVICES.

(a) Initial Term. During the Initial Term, ECG will provide the services listed on Exhibit A-1 (the "Initial Subscribed Services" or "Services") to Customer. Customer will pay ECG the rates and fees applicable to each Initial Subscribed Service as set forth in Exhibit A-1 (the "Initial Term Rates" or "Rates").

(b) Other Services. ECG may offer, or Customer may request, other services from time to time not expressly provided for hereunder ("Other Services"). Except to the extent indicated in writing, Other Services will be provided in accordance with the terms of this Contract, provided that a description of such Other Services and rates applicable thereto will be set forth in writing prior to ECG providing any such Other Services.

(4) [RESERVED]

(5) BILLING AND PAYMENTS.

(a) Payments. Customer will be billed monthly (each such bill, a "Monthly Billing Statement") for the Services the greater of (i) an amount equal to the Rates applicable to Services provided by ECG hereunder in the prior month or (ii) 1/9th of an amount equal to the aggregate amount of Rates applicable to Initial Subscribed Services budgeted to be provided by ECG hereunder in the applicable Term, such

amounts being calculated on a cumulative year-to-date basis, plus any other amounts due and owing from Customer to ECG hereunder. Alternately, at the request of the Customer, their Annual Costs for Initial Subscribed Services may be billed as a single invoice at the beginning of the Term.

(b) Billing. Each Monthly Billing Statement will be paid by Customer on or before the 10th day from the date of such Monthly Billing Statement, which will be sent by ECG in accordance with the schedule set forth in Exhibit B hereto, provided that ECG may update such schedule with 30 days' written notice to Customer. All payments from Customer to ECG will be by electronic funds transfer/ACH. Amounts due and not paid by Customer on or before said day will bear an additional charge of the lesser of one and one-half (1-1/2%) percent or the maximum rate permitted by law per month for each month until the amount due is paid in full.

(c) Disputed Monthly Billing Statement. In case any portion of any Monthly Billing Statement received by Customer from ECG will be in bona fide dispute, Customer will pay the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to Customer by ECG after such determination. In the event such Monthly Billing Statement is in dispute, ECG will give consideration to such dispute and will advise Customer with regard to ECG's position relative thereto within 30 days following written notification by Customer of such dispute. If Customer continues to dispute ECG's position, said issue will be submitted to the conflict resolution procedures set forth in Section 7(a).

(6) FAILURE TO PAY.

In the event of any failure of Customer to make any of the payments due under this Contract to ECG, Customer will not be relieved of its liability for payment of the amounts due and payable hereunder, and ECG will have the right to recover from Customer any such amount. In addition to all other remedies available at law or in equity, after thirty (30) days written notice and Customer's failure to cure the nonpayment, ECG may terminate this Contract or suspend the provision of any Services to Customer hereunder during the continuance of any such failure by Customer.

(7) MISCELLANEOUS.

(a) Conflict Resolution. Any claim, dispute, or controversy relating to or concerning this contract, or the parties' business relationship, whether in contract, tort, legal, equitable, statutory or otherwise (referred to as a "Claim"), will be settled by the following procedures:

First, the executives of ECG and Customer having settlement authority will promptly meet and attempt to resolve the Claim in a mutually satisfactory manner, and

Second, if unable to resolve such dispute pursuant to the foregoing procedure, Customer and ECG will submit to non-binding mediation and work in good faith to resolve such Claim, and

Third, if unable to resolve such Claim pursuant to the foregoing procedure, Customer and ECG will submit to binding arbitration, which, except as noted below, will be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The following procedures will apply with respect to any arbitration conducted in accordance with this Article:

(i) The arbitration proceeding will be initiated by written notice identifying each Claim. The parties will work together in good faith to choose a single arbitrator agreeable to both parties. In the event the parties are unable to agree upon a single arbitrator, said arbitrator will be chosen in accordance with the American Arbitration Association Commercial Arbitration Rules.

(ii) The arbitration hearing will be conducted either at the corporate headquarters of ECG or Customer, or such other location agreed to by the parties hereto. Said arbitration hearing will be scheduled no later than thirty days upon completion of the selection of the arbitrator(s).

(iii) The arbitration proceeding will be conducted in accordance with Rules of Evidence of the state that's laws are applicable pursuant to Section 7(b).

(iv) The arbitrator will have the right to assess the costs of the arbitration proceedings among the parties, but will not have the authority to award punitive damages or attorney's fees to the prevailing party.

(b) Governing Law. This Contract will be interpreted and construed in accordance with the laws of the State of Georgia, without regard to any conflict of law's provisions, provided that (i) the capacity, power and authority of Customer to enter into this Contract, (ii) any matter directly relating to the physical performance of Services in the State of Alabama (e.g., training classes held in the State of Alabama) and (iii) any matter relating to the interpretation or enforceability of any ordinance, resolution, agreement or other instrument adopted or otherwise entered into by Customer authorizing, securing or otherwise relating to its

obligation under this Contract, heretofore or hereafter adopted or assumed, will be governed by and construed in accordance with the laws of the State of Alabama. Venue for any court action related to this Contract will be in the state courts located in Fulton County, Georgia or federal courts located in the Northern District of the State of Georgia.

(c) Counterparts. This Contract may be executed in multiple counterparts, and any one of such counterparts will be considered an original hereof.

(d) Notice. All notices, requests, demands and other communications hereunder will be in writing and will be delivered personally, sent by nationally recognized overnight courier, or sent by facsimile transmission or electronic means (delivery receipt requested), and in each case addressed to the appropriate party at the address for such party shown below or at such other address as such party will have previously designated by written notice delivered to the party giving such notice:

ECG: Electric Cities of Georgia, Inc.
1470 Riverview Parkway, N.W.
Atlanta, Georgia 30328
Attn: Sallie Coleman, ECG Sr. VP & CFO
Fax: 678-202-3110
Email: scoleman@ecoga.org

Customer: City of Opelika

Attn: _____
Fax: _____
Email: _____@_____._____

Except as otherwise permitted, any notice given in accordance herewith will be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by (i) signed receipt of the addressee given to the courier or postal service, or (ii) by confirmed facsimile transmission or confirmed electronic means as provided in the following sentence, as the case may be. Notice by facsimile transmission or electronic means will be deemed given and received upon transmission by the notifier of a faxed notice to the facsimile number or electronic mail address set forth above or designated pursuant to this Section, with confirmation on the sender's machine of the success of the facsimile or electronic transmission, as applicable.

(e) Assignment of Contract. This Contract will inure to the benefit of and will be binding upon the respective successors and assigns of the parties to this Contract; provided, however, that neither this

Contract nor any interest herein will be transferred or assigned by either party hereto except with the consent in writing of the other party hereto; provided, further, that such consent will not be withheld unreasonably. No assignment or transfer of this Contract will relieve the parties of any obligation hereunder. Assignment of any interest in this Contract by ECG to its lender(s) is hereby expressly approved and consented to.

(f) Severability. In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

(g) Force Majeure. As used in this Contract “Force Majeure Event” means any act or event whether foreseen or unforeseen, that meets all of the following tests:

(i) The act or event prevents a party (the “Nonperforming Party”), in whole or in part, from: performing its obligations under this Agreement; or satisfying any conditions to the other party’s obligations under this Agreement.

(ii) The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.

(iii) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

In the event of a named storm, tornado recorded by the National Weather Service, or other severe weather events (collectively, “Adverse Weather Event”) or Force Majeure Event, the obligation to provide Services to Customer is suspended for a period of time reasonably appropriate to the Adverse Weather Event or Force Majeure Event to the extent performance of such Service requires ECG’s employees or contractors to be located in physical proximity to such events. In the event of substantial system damage to Customer’s distribution or transmission system (which will be communicated to ECG by Customer), Services will be suspended to Customer until notice is given to ECG by Customer that it is ready to resume the Services.

(h) Inconsistency. In the event of any inconsistency among any of the following documents, the relevant document first listed below will govern: (i) the exhibits and schedules hereto or to any Confirmation; (ii) a Confirmation; and (iii) this Contract.

(i) Limitation of Damages. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS CONTRACT, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN FOR BREACH OF ANY PROVISION HEREOF OR ANY PRIOR AGREEMENT BETWEEN THE PARTIES HERETO, THE OBLIGOR'S LIABILITY FOR ANY CLAIM WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES FOR A CLAIM ARE WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS CONTRACT OR IN CONNECTION WITH ANY CLAIM FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, IN TORT, CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS CONTRACT. TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO ANY PROVISION OF THIS CONTRACT IS AGREED BY THE PARTIES TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THAT SUCH PAYMENT CONSTITUTES A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES.

(j) Gratuitous Advice. If an ECG representative furnishes the Customer with advice or assistance about anything not required under this Contract, the furnishing of that advice or assistance will not subject ECG to any liability.

[Signature Pages Follow]

IN WITNESS WHEREOF, ECG has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; Customer has caused this Contract to be executed by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by Customer to ECG is hereby acknowledged, all of the date and year first above written.

ELECTRIC CITIES OF GEORGIA, INC.

By: _____
President & Chief Executive Officer

Attest: _____
Assistant Secretary-Treasurer

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF OPELIKA

By: _____
Its: _____

Attest: _____
Its: _____

(SEAL)

Exhibit A-1
INITIAL SUBSCRIBED SERVICES

- Safety Meetings (based on 30 Attendees & No True-Up Applicable) = \$34,800 (10/1/2021 thru 6/30/2022);

Safety meetings are offered at Customer location eight (8) months during the Term presenting a collection of safety and training topics specific to the electric utility employee. Each program meets all regulatory requirements. In addition, ECG provides a specific annual safety audit & detailed report.

Safety Meetings include topics such as the following.

Meter-base Safety
Pole-top Rescue
Bucket Rescue
Knots/Rigging
Personal Protective Grounds
Chain Saw Use and Safety
Transformer Connections/Banking
Ferro resonance
Personal Protective grounding-equal potential/bracket
Protective rubber cover-up/rubber-gloving

DOT—\$25 each for 30 Students; \$90 each for all Students > 30

First Aid/CPR/AED Certification – \$0 each for 30 Students; \$90 each for all Students > 30

- Also available are ECG Training Classes taught at the ECG School locations in Newnan, GA and Adel, GA Customer would receive following ECG Member pricing (per individual student)

Groundman	\$375
Apprentice Program	\$3,000 (3-Years DOL Certified)
Advanced Lineman	\$2,000
Underground	\$0
Meterman Certification	\$1,600
Hotline School	\$1,000
Storm Assessor	\$375

Exhibit B
BILLING SCHEDULE



FY22 BILLING SCHEDULE
October 2021 through June 2022

<i>Billing Date</i>	<i>Payment Date</i>	<i>Billing Month</i>	<i>Amount Due</i>
10/05/21	10/15/21	10/21	\$ 3,867
11/03/21	11/15/21	11/21	\$ 3,867
12/03/21	12/13/21	12/21	\$ 3,867
01/05/22	01/18/22	01/22	\$ 3,867
02/03/22	02/14/22	02/22	\$ 3,867
03/03/22	03/14/22	03/22	\$ 3,867
04/05/22	04/15/22	04/22	\$ 3,867
05/04/22	05/16/22	05/22	\$ 3,867
06/03/22	06/13/22	06/22	\$ 3,864

RESOLUTION NO. 222-21

Proposal from IHeart Media for Radio Advertising Services - OPS.

RESOLUTION NO. _____

**RESOLUTION APPROVING PROPOSAL OF iHEARTMEDIA +
ENTERTAINMENT, INC. FOR RADIO ADVERTISING SERVICES AND
SETTING TOTAL BUDGET FOR RADIO ADVERTISING SERVICES**

WHEREAS, iHeartMedia + Entertainment, Inc., formerly known as Qantum of Auburn, LLC (hereinafter called “IHeart”) owns and operates four (4) radio stations in the Auburn/Opelika radio market; and

WHEREAS, a Proposal was received from iHeart for radio advertising for the period from October 1, 2021 through September 30, 2022; and

WHEREAS, the Proposal has been reviewed by City staff; and

WHEREAS, City staff is recommending that the Proposal of iHeart in the total amount of \$18,830.00 be accepted.

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

1. That the City Council does find and declare that the proposal for radio advertising, a copy of which is attached hereto as Exhibit “A”, is reasonable and responsive and the same is hereby accepted.

2. That the Mayor is hereby authorized and directed to execute and accept in the name of the City said Proposal for advertising with iHeart in an amount not to exceed

\$18,830.00.

3. That the compensation be paid to iHeartMedia for its services hereunder shall be paid from the OPS Electric Fund. The Mayor and the Controller are hereby authorized and directed to make all necessary and appropriate budgetary adjustments to implement this Resolution.

4. That the Director of OPS is hereby authorized to expend additional funds in an amount not to exceed \$2,000.00 from the OPS Electric Fund for radio advertising to promote special events such as playoff games for football, basketball and baseball.

5. That the total OPS marketing budget for radio advertising services for the fiscal year beginning October 1, 2021 is set in the amount of \$18,830.

6. That the Purchasing-Revenue Manager is hereby authorized and directed to issue purchase orders for OPS radio advertising at a total cost not to exceed \$18,830.

7. 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 Proposal.

8. 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



915 Veterans Parkway • Opelika, AL 36801 • (334) 745-4656

City of Opelika and Opelika Power Services “October 2021-September 2022”



Attention: Derek S. Lee OPS Director

Mayor Gary Fuller

From: IHeartRadio D.Mark Mitchell

“FOX SPORTS The GAME 910-1310” -See attachment;

□ \$600 per month = **\$7,200.00**

Hallelujah WTLM 1520 –60 (:30) commercials to be aired M-S / “6 am-7 pm”

60 (:30) commercials to be aired M-S / “6am-10pm”

□ 100 plus spots = **\$650**

WMXA (Mix 96.7) and WKKR (Kicker 97.7) – 70 (:30) commercials per month

□ Minimum 35 per month split between WKKR and WMXA (Monday-Sunday)

@ \$540 per month = **\$6,480**

OHS Football (4 commercials per game):

\$1000 per month X 2 months = **\$2000 Total**

Opelika Power Services Power Drive during OHS Football:

• **LIVE READ** each time OHS scores = **\$500**

*****Playoff games \$125.00 per game, billed only if OHS advances****

Total Investment: \$16,830.00

Billed over 12 months (Oct 2021-Sept 2022) *Invoices may vary monthly

Approved by the City of Opelika and Opelika Power Services:

I agree to the terms above: _____

Date: _____

Agreed by stations: _____

Date: _____



915 Veterans Parkway • Opelika, AL 36801 • (334) 745-4656



RESOLUTION NO. 223-21

Weed Abatement Assessment - 313 S 3rd St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
313 South 3rd Street St, Parcel No. 022.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 313 South 3rd 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 313 South 3rd St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of September, 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 \$106.42 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 313 South 3rd 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 43-10-03-08-3-000-022.000 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



Revenue Department

204 South 7th Street • P.O. Box 390

Opelika, AL 36803-0390

(p) 334-705-5160 or 334-705-5162

WEED ABATEMENT INVOICE

Date: August 17, 2021

To: Annie P. Jones
PO Box 62
Hurtsboro, AL 36860

Property Address: 313 South 3rd Street
Opelika, AL 36801

Parcel # 10-03-08-3-000-022.000

On 6/4/2021, 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 7/23/2021. Below is a list of charges incurred as part of the weed abatement.

Payments can be mailed, made in person, or paid online. If you are paying online, please contact the Revenue Department for instructions. If payment is not received within 5 days after the public hearing. In that case, the Revenue Officer will deliver a certified copy of the resolution assessing the cost of abatement to be filed for recording in the office of the judge of probate and shall forward a copy to the Lee County Revenue Commissioner. Upon a 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.

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

Cost of Abatement: \$ 92.50

Certified Mail: \$13.92

Regular Mail:

Total: \$106.42

Attachment: Weed Abatement Invoice Notice New 313 South 3rd Street (223-21 : Weed Abatement Assessment - 313 S 3rd St.)



RESOLUTION NO. 224-21

Special Appropriation to 3D Youth Development Academy, Inc.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
TO 3D YOUTH DEVELOPMENT ACADEMY, INC.**

WHEREAS, 3D Youth Development Academy, Inc., (“3D Youth Development Academy”) teaches, trains and develops boys and girls in the fundamentals of basketball with an emphasis on preparation for life; and

WHEREAS, 3D Youth Development is a 501(c)(3) charitable, not-for-profit organization; and

WHEREAS, 3D Youth Development Academy is fielding teams for the current 2022 season consisting of 4th through 10th grade boys; and

WHEREAS, 3D Youth Development Academy provides its players with basketball development, educational resources, leadership training and critical support from parents, staff, tutors and mentors; and

WHEREAS, 3D Youth Development Academy has established a 3D Elite Sponsorship Program (the “Program”) which provides funding for equipment and uniforms, practice facility fees, tournament fees, travel expenses and basketball skills camp; and

WHEREAS, the City of Opelika, Alabama (the “City”) wishes to support 3D Youth Development in its goal to teach valuable lessons to Opelika’s young people; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$500.00 from the Ward 2 (Erica Baker Norris) Reserve Fund to the 3D Youth Development Academy.

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 in the amount of \$500.00 to the 3D Youth Development Academy for the purpose of supporting the Program in its mission of providing funding for equipment and uniforms, practice facility fees, tournament fees, travel expenses and basketball skills camp.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose by providing educational, leadership training and recreational opportunities for Opelika's children.

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 City Clerk is hereby authorized to process the necessary paperwork so that the amount of \$500.00 can be processed by the Accounting Department.

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

3D YOUTH DEVELOPMENT ACADEMY, INC.

“Trust the process.”

Become a  Sponsor

“Compete. Excel. Respond.”

3D Elite



At 3D YDA, our mission is teaching, training, and developing boys and girls in the fundamentals of basketball with an emphasis on preparation for life. Our goal is to provide an atmosphere where children have fun, make new friends, build their confidence, and learn valuable lessons that youth sports can teach them. It is a 501c3 not for profit organization. We have assembled a group of exceptional young men both academically and athletically. We are proud to field teams for the 4th-10th grade for our current 2022 season. During this time, we provide our players with basketball development, educational resources, leadership training, and critical support from parents, our staff, tutors, and mentors. Sponsoring our program provides funding, used to pay for equipment and uniforms, practice facility fees, tournament fees, travel expenses, and will help with our highly anticipated basketball skills camp at the season end.



Sponsorship Tiers

\$250 ROOKIE (NON-EXCLUSIVE)

Recognition at Year End Banquet and on all social media outlets, and (2) team t-shirts.

\$500 M.V.P. (NON-EXCLUSIVE)

Recognition at Year End Banquet and on all social media outlets, name/logo on banquet program, and (4) team t-shirts.

\$1000 ALL- STAR (NON-EXCLUSIVE)

Recognition at Year End Banquet and on all social media outlets, name/logo on banquet program, name/logo on team banner, and (6) team t-shirts.

\$2500 HALL OF FAMER (NON-EXCLUSIVE)

Recognition at Year End Banquet and on all social media outlets, name/logo on banquet program, name/logo on team banner, and (10) team t-shirts.

We accept cash, check, or money orders payable to “3D Youth Development Academy”

**Payments may be sent to :
2135 Interstate Drive Suite 129
Opelika, AL 36801**

Email: 3dimensionalskills2@gmail.com or Facebook: 3DELITE

RESOLUTION NO. 225-21

Special Appropriation to the Chamber of Commerce - 20 Under Forty.**RESOLUTION NO. _____**

WHEREAS, the entire Opelika City Council fully supports and appreciates the various services and programs that is being provided by the Opelika Chamber of Commerce, and

WHEREAS, the 20 Under Forty program is in need of contributions to assist in funding their program and activities for 2021-2022, and

WHEREAS, Councilman George Allen Ward 1, Council President pro-tem Erica Norris Ward 2, Councilman Robert Lofton Ward 3, Council President Eddie Smith Ward 4 and Councilman Todd Rauch Ward 5 wish to provide a special appropriation to assist in supporting the 2021-2022 20 Under Forty class.

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

1. That the City Council approves said request to provide a total of \$2,500.00 to the Opelika Chamber of Commerce, 20 Under Forty program.
2. That City Council members wish to provide \$500.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1. above:

George Allen	Ward 1	Current year acct.	\$500.00
Erica Norris	Ward 2	Current year acct.	\$500.00
Robert Lofton	Ward 3	Current year acct.	\$500.00
Eddie Smith	Ward 4	Reserve fund.	\$500.00
Todd Rauch	Ward 5	Reserve fund.	\$500.00

3. That the Council hereby declares and determines that said expenditures of these public funds will serve a public purpose for the City of Opelika.
4. That the Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of \$2,500.00 from the various accounts/funds as detailed in No. 2 above to the appropriate account(s).
5. The City Clerk is hereby authorized and directed to prepare the appropriate documents so a check for \$2,500.00 can be prepared and delivered to the Opelika

Chamber of Commerce with said funds earmarked for 20 Under Forty program.

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

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

Attest:

Russell A. Jones
City Clerk

August 13, 2021

Opelika Chamber of Commerce
PO Box 2366
Opelika, AL 36803-2366
(334)745-4861

Dear Eddie,

We appreciate your commitment to the Opelika Chamber of Commerce through your previous sponsorship(s). With your ongoing support, we will continue to offer programs and services to benefit our members and the community. This is your opportunity to renew your previous sponsorships for the upcoming programs and events before they are available to the general public. Please note this is the last year that you will receive first right of refusal on the following sponsorship. We look forward to our new and improved sponsorship packages that we will unveil in 2022. Thank you for your continued support of the Opelika Chamber.

Sincerely,
Mackenzie Poole
Manager of Programs & Events
334.745.4861
mackenzie@opelikachamber.com

Sponsorship Renewal Contract

Eddie Smith
Opelika City Council
204 S 7th Street
Opelika, AL 36801
3347055110
fax: 3347055104

Event and Sponsorship: Twenty Under Forty – Presenting Sponsor

Cost: \$2,500

Benefits: -Premier recognition & logo on all materials and signage throughout year.
-Invitation for 6 to the Graduation session.
-Recognized on the Chamber website and on the 20 under 40 Facebook page.
-Promotion through Chamber media advertising efforts (website, social media, email & more).
-Featured commercial opportunity at one of the sessions, if desired.

Volunteer: Gwin, John
Event ID: 24901
Sponsorship ID: 136024
Sale ID: 178191
Sale Type: 1

☐ **Yes, please renew my sponsorship.**

Purchaser's Authorizing Signature: _____ Date: _____

Questions? Please contact Mackenzie Poole at (334)745-4861 or at mackenzie@opelikachamber.com.

Approved: _____

Please Note: ***THIS IS THE LAST YEAR THAT YOU WILL RECEIVE FIRST RIGHT OF REFUSAL ON THE ABOVE SPONSORSHIP. WE LOOK FORWARD TO OUR NEW AND IMPROVED SPONSORSHIP PACKAGES THAT WE WILL UNVEIL IN 2022.

EVENTS IN CURRENT 2021 CALENDAR YEAR-PAYMENTS ARE NET 30.
ALL 2022 EVENTS ARE NET 30 _____ OR JANUARY 1, 2022 DUE _____ (SELECT ONE)

RESOLUTION NO. 226-21

Special Appropriation to the Chamber of Commerce - Lee County Young Leaders.**RESOLUTION NO. _____**

WHEREAS, the entire Opelika City Council fully supports and appreciates the various services and programs that is being provided by the Opelika Chamber of Commerce, and

WHEREAS, the Lee County Young Leaders is in need of contributions to assist in funding their program and activities for 2021-2022, and

WHEREAS, Councilman George Allen Ward 1, Council President pro-tem Erica Norris Ward 2, Councilman Robert Lofton Ward 3, Council President Eddie Smith Ward 4 and Councilman Todd Rauch Ward 5 wish to provide a special appropriation to assist in supporting the 2021-2022 class of the Lee County Young Leaders.

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

1. That the City Council approves said request to provide a total of \$2,500.00 to the Opelika Chamber of Commerce, Lee County Young Leaders program.
2. That City Council members wish to provide \$500.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1. above:

George Allen	Ward 1	Current year acct.	\$500.00
Erica Norris	Ward 2	Current year acct.	\$500.00
Robert Lofton	Ward 3	Current year acct.	\$500.00
Eddie Smith	Ward 4	Reserve fund.	\$500.00
Todd Rauch	Ward 5	Reserve fund.	\$500.00

3. That the Council hereby declares and determines that said expenditures of these public funds will serve a public purpose for the City of Opelika.
4. That the Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of \$2,500.00 from the various accounts/funds as detailed in No. 2 above to the appropriate account(s).
5. The City Clerk is hereby authorized and directed to prepare the appropriate documents so a check for \$2,500.00 can be prepared and delivered to the Opelika

Chamber of Commerce with said funds earmarked for the Lee County Young Leaders program.

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

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

Attest:

Russell A. Jones
City Clerk

August 13, 2021

Opelika Chamber of Commerce
PO Box 2366
Opelika, AL 36803-2366
(334)745-4861

Dear Eddie,

We appreciate your commitment to the Opelika Chamber of Commerce through your previous sponsorship(s). With your ongoing support, we will continue to offer programs and services to benefit our members and the community. This is your opportunity to renew your previous sponsorships for the upcoming programs and events before they are available to the general public. Please note this is the last year that you will receive first right of refusal on the following sponsorship. We look forward to our new and improved sponsorship packages that we will unveil in 2022. Thank you for your continued support of the Opelika Chamber.

Sincerely,
Mackenzie Poole
Manager of Programs & Events
334.745.4861
mackenzie@opelikachamber.com

Sponsorship Renewal Contract

Eddie Smith
Opelika City Council
204 S 7th Street
Opelika, AL 36801
3347055110
fax: 3347055104

Event and Sponsorship: Lee County Young Leaders 2021-2022 - Gold Sponsor

Cost: \$2,500

Benefits: - Recognition & logo on all event promotions.
- Promotion through Chamber media advertising efforts (website, social media, email, & more).
- 6 tickets to Graduation.

Volunteer: Gwin, John
Event ID: 24901
Sponsorship ID: 136024
Sale ID: 178191
Sale Type: 1

☐ **Yes, please renew my sponsorship.**

Purchaser's Authorizing Signature: _____ Date: _____

Questions? Please contact Mackenzie Poole at (334)745-4861 or at mackenzie@opelikachamber.com.

Approved: _____

Please Note: ***THIS IS THE LAST YEAR THAT YOU WILL RECEIVE FIRST RIGHT OF REFUSAL ON THE ABOVE SPONSORSHIP. WE LOOK FORWARD TO OUR NEW AND IMPROVED SPONSORSHIP PACKAGES THAT WE WILL UNVEIL IN 2022.

EVENTS IN CURRENT 2021 CALENDAR YEAR-PAYMENTS ARE NET 30.
ALL 2022 EVENTS ARE NET 30 _____ OR JANUARY 1, 2022 DUE _____ (SELECT ONE)

RESOLUTION NO. 227-21

Special Appropriation to P&R Sportsplex for Annual Health Fair on 10-05-21.

RESOLUTION NO. _____

WHEREAS, the Opelika City Council fully supports the Opelika Park & Recreation department in providing a Health Fair in 2021 in conjunction with the AU School of Nursing at the Opelika Sportsplex; and

WHEREAS, the Park and Recreation department will be hosting said event and is in need of additional funds in covering the expenses involved in providing a Health Fair to the citizens of Opelika; and

WHEREAS, all five Council members have agreed to contribute \$600.00 from their respective discretionary current year account or reserve fund.

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

1. That the City Council approves said request to provide a total of \$3,000.00 to the Park and Recreation department to assist in covering the various expenses in hosting a Health Fair for the Opelika citizens.
2. That City Council members wish to provide \$600.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

George Allen	Ward 1	Reserve fund.	\$600.00
Erica Norris	Ward 2	Reserve fund.	\$600.00
Robert Lofton	Ward 3	Reserve fund.	\$600.00
Eddie Smith	Ward 4	Reserve fund.	\$600.00
Todd Rauch	Ward 5	Reserve fund.	\$600.00

3. That the City Council hereby declares and determines that the expenditure of these public funds will serve a public purpose for the City of Opelika.
4. The Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of \$3,000.00 from the specific fund or account as designated in No. 2 above to the appropriate account in the Park & Recreation budget for fiscal year 2022.

5. The Opelika Park & Recreations Director will insure that these funds are made available to the appropriate person(s) and spent as designated above by the Opelika City Council.

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

ORDINANCE NO. (ID # 4782)

Adopting a Registration and Inspection Program for Residential Rental Properties - 2nd Reading
- TABLED.

ORDINANCE NO. _____

**ORDINANCE ADOPTING A REGISTRATION AND INSPECTION
 PROGRAM FOR RESIDENTIAL PROPERTIES BEING RENTED
 WITHIN THE CITY OF OPELIKA, ALABAMA**

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

Section 1. That Chapter 12 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding an article to be numbered IV, which said article shall read as follows:

ARTICLE IV

RESIDENTIAL RENTAL PROPERTY REGISTRATION AND INSPECTION

Sec. 12-40. Title.

This article shall be known as the Residential Rental Property Registration and Inspection Code of the City of Opelika.

Sec. 12-41. Legislative Findings.

The City of Opelika does hereby find and declare that:

(a) The Alabama Uniform Residential Landlord and Tenant Act, Act No. 2006-316, codified as Sections 35-9A-101 et seq, 1975 *Code of Alabama*, became effective on January 1, 2007;

- (b) Sections 35-9A-102(b) states that one of the purposes of the Act is to encourage landlords and tenants to maintain and improve the quality of housing;
- (c) Sections 11-40-10(b) authorizes a municipality to enforce police or sanitary regulations within the city limits and to prescribe fines and penalties for violations of the regulations;
- (d) Section 11-45-8(c) authorizes a municipality to adopt ordinances, rules and regulations as a code for the construction, erection, alteration or improvement of buildings, the installation of plumbing or plumbing fixtures, installation of gas or gas fixtures, fire prevention, health and sanitation, mechanical, housing, elimination and repair of unsafe buildings and other like codes;
- (e) Section 35-9A-204(a)(1) requires a landlord to comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (f) Section 35-9A-301(1) requires a tenant to comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (g) Pursuant to Section 11-45-1, a municipality is authorized to adopt ordinances not inconsistent with the laws of the state to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the inhabitants of the municipality;
- (h) In Opinion No. 207-009, dated October 31, 2006, the Attorney General issued an opinion to Mayor Ronald K. Davis of the City of Pritchard that a municipality has the authority to adopt an ordinance (1) requiring the annual inspection of apartments and rental houses to ensure compliance with the local building code, (2) charging a reasonable fee to defray the expense of performing the inspections, and (3) charging a reasonable fine or revoking the certificate of occupancy of any apartment or rental house failing to comply with the local building code;
- (i) There is a need to protect the public health, safety, and welfare of the occupants of residential rental dwelling units in the City of Opelika;

(j) The City Council of the City of Opelika (the “City”) recognizes that the preservation of existing rental housing stock is of tremendous importance. There are more than 4,500 of rental housing units within the City. Rental housing provides needed, affordable housing for many and is a valuable asset that must be preserved and maintained. The City has a significant interest in ensuring that rental housing remains a safe and desirable housing option for its citizens.

(k) There exists in the City substandard and unsanitary residential buildings and rental housing units whose conditions violate state and local building, housing, and safety Codes and ordinances. Property owners may be unaware of some hazardous conditions or may choose not to make the necessary repairs due to costs.

(l) Substandard and deficient rental housing units are unfit or unsafe for human occupancy and their conditions jeopardize the health, safety, and welfare of their occupants and of the public. Substandard housing conditions pose a particularly acute risk to young children (from lead poisoning or asthma attacks from mold and other air-borne irritants), seniors (from falls), and people with chronic illnesses.

(m) Relying on a complaint-based enforcement program is inadequate to ensure that rental housing properties are safely and adequately maintained. Inspection authorities often do not receive complaints about rental units with the worst violations of health and safety codes. Tenants may fear being evicted or that their rent will be raised for reporting violations or may face language or education barriers preventing them from using complaint-based programs.

(n) Deteriorating and substandard buildings and dwelling units also threaten the physical, social, and economic stability of neighboring structures and surrounding neighborhoods and the community as a whole. By ensuring that landlords are aware of poor conditions before they worsen, proactive inspections encourage preventative maintenance, which is more cost effective than deferred maintenance, and thereby helps landlords to maintain their properties. Proactive rental inspection programs can ensure that properties don’t become blighted, thereby preserving neighboring property values and the local tax base.

(o) Public interest demands that all rental housing properties comply with the minimum standards regarding the health and safety of the public. The most effective way to seek universal compliance with the minimum standards is through routine, periodic inspections of all rental housing properties.

(p) Residential rental dwelling units are in need of inspection by the Building Official to prevent deterioration and to maintain safe, decent, and sanitary living conditions for the tenants of such units.

The City of Opelika now seeks to adopt regulations of the type approved by the Attorney General to provide for the safety and preserve the health of persons residing in rental housing.

Sec. 12-42. Purpose.

The purpose of this article is to ensure that rental housing in the City is maintained in a good, safe and sanitary condition and does not create a nuisance or blighted condition to its surroundings; to protect the character and stability of residential areas; to identify the existence of substandard residential rental properties; to correct and prevent housing conditions that adversely affect the safety, general welfare and health of the residents; to preserve the value of land and structures throughout the City of Opelika; to provide certain minimum housing standards necessary to the health and safety of residents; and to enhance the quality of life of residents of the City living in residential rental units. With respect to rental disputes, it is not the intent of the City of Opelika to intrude upon contractual relationships between tenant and landlord. The City of Opelika does not intend to intervene as an advocate for either party, nor to be receptive to complaints between tenants and landlords which are not specifically and clearly relevant to the provisions of this article. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal remedies as are available to them without the intervention of the City of Opelika.

Sec. 12-43. Definitions.

For the purposes of this ordinance, the following words and phrases shall have the following meanings:

(a) “Building Official” is the chief building inspector of the building inspection division or his or her designee.

(b) “City” means the City of Opelika, Alabama.

(c) “Factory built housing” means a factory-built structure designed for long-term residential use, the components of which are essentially constructed or assembled prior to its delivery to and installation upon a site. Factory built housing includes modular homes, manufactured homes, mobile homes and house trailers.

(d) “Property Maintenance Code” means the International Property Maintenance Code adopted under and pursuant to Section 5-207 of the *Code of Ordinances* of the City of Opelika.

(e) “Property Owner” means a person, persons, corporation, partnership, limited liability company, or any other entity holding fee title to the subject real property. If more than one person or entity owns the subject real property, “Property Owner” refers to each person or entity holding any portion of the fee interest in the property, and the Property Owners’ obligations in this article are joint and several as to each property owner.

(f) “Rental Occupancy Certificate” means a document issued by the Building Official indicating that the residential rental dwelling unit is in compliance with the Property Maintenance Code.

(g) “Residential Rental Property” means a structure or part of a structure, including factory-built housing structures, with one or more residential units which are leased for occupancy. However, it does not include the property excluded in Section 12-44. Residential rental property includes the following: single-family dwellings, duplexes, apartments, townhouses, condominiums and factory-built housing structures.

(h) “Residential Rental Dwelling Unit” means one (1) or more rooms in a structure designed and used as a residence or living quarters by one (1) or more persons who are not its owners and contained within a residential rental property as defined herein. It is a housing unit that is or may be available for rent or is occupied or rented by a tenant or subtenant in exchange for any form of consideration. However, it does not include the property excluded in Section 12-44.

(i) “Shelter” means a facility with overnight sleeping accommodations, owned, operated, or managed by a non-profit organization or governmental entity, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

(j) “Unit unavailable for rent” means any residential dwelling unit that is not offered or available for rent as a rental unit and where prior to offering or making the unit available as a rental housing unit, the owner is required to register the rental property and comply with all rules adopted under this article.

(k) “Vacant” means a residential dwelling unit that is unoccupied or illegally occupied.

Sec. 12-44. Scope.

This article shall apply to all residential rental dwelling units located within the City of Opelika and all accessory uses thereon, including parking lots, driveways, landscaping, accessory structures, fences, walls, interior and exterior common areas. This article shall not apply to:

- (a) Housing accommodations in hotels, motels, inns, or tourist homes.
- (b) Housing accommodations in hospitals, state licensed group homes, any facilities occupied exclusively by members of a religious order; licensed nursing homes, licensed extended medical care facilities; licensed assisted living facilities, asylums or on-campus housing accommodations owned, operated or managed by an institution of higher education.
- (c) Owner or manager occupied rental units.
- (d) Rental units that are owned, operated or managed by a governmental agency other than the City or which are exempt from municipal regulation pursuant to state or federal law or regulations, but only so long as such government ownership, operations or management or exemption from municipal regulation continues in effect.
- (e) Public Housing Units owned or administered by the Housing Authority of the City of Opelika.
- (f) Section 8 rental units whose vouchers are administered by the Housing Authority of the City of Opelika.

- (g) Owner occupied condominium and townhouse units.
- (h) Emergency or temporary shelter or transitional housing accommodations.
- (i) Units unavailable for rent.

Sec. 12-45. Registration of Residential Rental Property.

- (a) After January 1, 2022, it shall be unlawful for any owner, as defined herein, to lease or operate a residential rental property without registering it with the City and complying with the provisions of this article. All existing residential rental units must be registered with the City on or before January 1, 2022, but not before October 1, 2021. The registration of residential rental properties required herein shall expire on the 31st day of December of each year thereafter.
- (b) After January 1, 2022, a newly constructed or converted residential rental property shall be registered with the City and a rental occupancy certificate obtained before said property is occupied.

Sec. 12-46. Application Requirements.

Applications for registration shall be filed with the building inspection department and accompanied by a registration fee as established in Sec. 12-49. Such application shall include the following information:

- (a) Name, street address and telephone number of the owner of the rental unit.
- (b) Name, street address and telephone number of the owner's agent responsible for the management of the premises of the rental unit.
- (c) Legal address of the rental unit.

- (d) Number of units in each building within the rental property.
- (e) Description of rental unit (i.e.) house, condominium, townhouse, apartment, manufactured home, mobile home, etc.
- (f) Signed statement of owner and owner's agent indicating that he/she is aware of the City's Property Maintenance Code and the legal ramifications for knowingly violating said Code.
- (g) The name and address of the registered agent, if the owner is a corporation.
- (h) Number of rental units, if property is an apartment complex or multi-unit facility. A list of unit numbers must accompany the registration.
- (i) The owner's signature and date of registration.

Sec. 12-47. Registration Renewal.

If there are no changes in ownership or agent representation, renewals of the registration may be made by filling out the Registration Renewal form furnished by the City and paying the appropriate fee. Registrations must be renewed on or before January 1 of each year, but not before October 1 of the preceding year.

Sec. 12-48. Changes In Ownership.

Within thirty (30) days of any change of ownership of any residential rental property, the new owner shall reregister the property by filing a registration application as set out in Section 12-46. There shall be no additional charge for the remaining period of the annual registration period. A change of ownership shall include any change in ownership rights, or execution of a contract or deed, whether recorded or not. The failure of the new owner to register the property within the time specified above is a violation of this article.

Sec. 12-49. Registration Fee.

The owner or his/her agent shall pay a registration fee of five dollars (\$5.00) for each residential rental dwelling unit when he/she submits his/her completed application for registration and/or his/her renewal application. A twenty-five dollar (\$25.00) late fee for each residential rental dwelling unit will be charged for the owner's failure to timely register or renew the registration of a residential rental dwelling unit in compliance with the provisions of this article.

Sec. 12-50. Agent Required.

- (a) Each owner of a residential rental dwelling unit within the City rented or offered for rent shall appoint an agent upon whom the City may lawfully serve notices pertaining to the administration of this article. Service shall be effective as if made upon the owner.
- (b) The designated agent must reside in Lee County, Alabama.
- (c) The owner may serve as the agent if the owner resides in Lee County, Alabama.

Sec. 12-51. Rental Property Inspection.

Every owner of a residential rental dwelling unit within the City shall submit to the City's periodic inspection of each unit and the property on which such unit is located for compliance with the Property Maintenance Code. Except as hereinafter provided, all residential rental dwelling units which are or become vacant after January 1, 2022, must be inspected for compliance with the Property Maintenance Code and a rental occupancy certificate issued if the unit is in substantial compliance, prior to occupancy by a new tenant. Thereafter, whenever a residential rental dwelling unit becomes vacant, the property shall be inspected for compliance and a new rental occupancy certificate shall be issued. No residential rental dwelling unit shall be occupied if it does not have a valid rental occupancy certificate. After completion of an inspection, if the residential rental dwelling unit is not in compliance with the Property Maintenance Code and this article, the owner or his/her agent shall be furnished with a written list of specific violations that shall be corrected and setting a time within which such violations shall be corrected. All violations and deficiencies shall be corrected with all City required permits, approvals and inspections and re-inspections within the time specified in the notice before a rental occupancy certificate is issued. A provisional rental occupancy certificate may be issued if the residential rental dwelling unit is substantially but not entirely in compliance with the Property Maintenance Code and there are no imminent life, health or safety threatening

violations. Notwithstanding the provisions of this section, a residential dwelling unit shall not be subject to inspection by the Building Official more often than every three (3) years from the date of issuance of the initial rental occupancy certificate except for re-inspections by the Building Official under Section 12-52 and inspections in response to citizen-based complaints under Section 12-53. It shall be unlawful and in violation of this article for the owner of a residential rental dwelling unit to refuse to allow the Building Official to inspect a residential dwelling unit as required by Sections 12-51, 12-52 and 12-53.

Sec. 12-52. Re-inspections.

A residential dwelling unit that exhibits a deficiency or deficiencies shall be subject to reinspection by the Building Official. All violation corrections shall be completed within the time specified by the Building Official. Noncompliance with a notice and order of the Building Official shall automatically terminate the rental occupancy certificate or provisional certificate.

Sec. 12-53. Complaint-based Inspection.

Nothing contained herein shall prevent or restrict the authority of the Building Official to inspect any residential rental dwelling unit, or the premises thereof, in response to a citizen complaint alleging code violations or other violations of law at such unit and to pursue all code enforcement remedies permissible under this article or other laws following such a complaint-based inspection of a residential rental dwelling unit. Upon receipt of a citizen-based complaint, the Building Official shall inspect the pertinent residential rental dwelling unit and/or areas of the residential rental property. All violations shall be corrected with all City required permits, approvals and inspections and re-inspections within the time specified on the notice and order of the Building Official in order to maintain a current rental occupancy certificate for a residential rental property. Noncompliance with a notice and order of the Building Official shall automatically terminate the rental occupancy certificate and render it null and void.

Sec. 12-54. Rental Occupancy Certificate.

Rental occupancy certificates issued pursuant to this article shall specify: the date of issuance, the legal use and occupancy of the unit, the unit address, the name of the unit owner to whom the certificate is issued, and that the unit complies with applicable laws so far as could be determined by inspection. It shall be unlawful and in a violation of this article for the owner of a residential rental dwelling unit to allow occupancy of a residential rental dwelling unit without first obtaining a rental occupancy certificate or allow occupancy after a residential rental certificate

has been terminated. Noncompliance with a notice and order of the Building Official shall automatically terminate the rental occupancy certificate or provisional certificate.

Sec. 12-55. Exemptions From Inspection Requirement.

Newly constructed residential rental dwelling units shall be exempt from the inspection provisions of Section 12-51 for a period of seven (7) years from the date the certificate of occupancy is issued by the Building Official. The exemption period shall begin to run on the date the Building Official issues a certificate of occupancy for the unit. This exemption shall not apply to complaint-based inspections under Section 12-53.

Sec. 12-56. Inspection Fees.

(a) The owner of the residential rental dwelling unit shall pay to the City a fee of fifty dollars (\$50.00) for the initial inspection and one (1) reinspection of the unit to verify that substandard conditions have been corrected in accordance with Section 12-52. The owner shall be assessed a fee of twenty-five dollars (\$25.00) for each additional follow-up reinspection.

(b) If a residential rental dwelling unit has been occupied without a rental occupancy certificate having been issued in violation of this article, the owner of the residential rental dwelling unit shall pay to the City the following fees:

- (1) \$150.00 for the first occupancy without a certificate.
- (2) \$300.00 for the second occupancy within one (1) year without a certificate.
- (3) \$500.00 for the third occupancy within one (1) year without a certificate.

Sec. 12-57. Administrative Regulations.

The Building Official is authorized and directed to promulgate administrative regulations pertaining to the implementation and enforcement of this article; provided, however, such

administrative regulations shall not be inconsistent with the provisions of this article.

Sec. 12-58. Suspension of Rental Occupancy Certificate.

(a) The Building Official may suspend a rental occupancy certificate if the Building Official determines that:

- (1) the residential rental property is unsafe or in a dangerous condition and the Building Official gives notice to the owner to remedy the unsafe or dangerous condition of the building or structure;
- (2) the owner fails to comply with a notice of violation;
- (3) the owner fails to comply with a requirement of this article;
- (4) the owner fails to comply with other City permitting requirements; or
- (5) the owner fails to pay the annual registration fee or inspection fee.

(b) A suspension is effective until the Building Official determines that the owner complies with:

- (1) the requirements of this article;
- (2) an order of the Building Official or court of competent jurisdiction; or
- (3) a notice of violation.

(c) While under suspension, an owner may not lease or otherwise allow vacant rental units to be occupied and may not lease or otherwise allow an occupied rental unit to be occupied by new

tenants.

(d) The Building Official must give notice to the owner of his intent to suspend the rental occupancy certificate issued under this article.

(e) The notice required by this section may specify a reasonable time for compliance under this article. If a time for compliance is specified, the Building Official may not suspend before the time for compliance has expired.

(f) If the rental occupancy certificate is suspended, the Building Official must give notice to the tenants.

Sec. 12-59. Revocation of Rental Occupancy Certificate

(a) The Building Official may immediately revoke a rental occupancy certificate that has been suspended pursuant to Section 12-58 (Suspension) if the Building Official determines:

(1) a condition that is dangerous or impairs habitability exists at the rental property during the suspension period; and

(2) the owner fails to take remedial action to correct the condition.

(b) Even if the certificate of rental occupancy certificate has not been suspended, the Building Official may immediately revoke the certificate issued under this article if an order to vacate the rental property is issued by the Building Official or a court of competent jurisdiction.

(c) After the rental property is compliant with the Property Maintenance Code, the Building Official may reinstate the rental occupancy certificate for the time specified in sections 12-51 and 12-54.

Sec. 12-60. Appeals.

All denials, suspensions, revocations and decisions of the Building Official shall be final and binding upon all parties unless the property owner appeals to the Property Maintenance Board of Appeals. Any person receiving a notice of an adverse decision, including denial of a rental occupancy certificate, notice of suspension, or notice of revocation, and wishing to appeal the same shall file a written notice of appeal in the office of the Building Official within ten (10) days from the date of notice of the adverse action. The notice of appeal must contain a brief statement of the facts that support the appeal and why the Building Official's decision should be reversed. The hearing on the appeal to the Property Maintenance Board of Appeals shall be held within thirty (30) days of the notice of appeal. The decision of the Property Maintenance Board of Appeals shall be final.

Sec. 12-61. Penalties For Violation.

Violation of the provisions of this article or failure to comply with any of its requirements shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than one hundred eighty (180) days, or both, and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City from taking such other lawful actions as are necessary to prevent or remedy any violation.

Sec. 12-62. Injunctive Relief and Civil Remedies.

(a) If a person has violated or continues to violate the provision of this article, the City may petition the appropriate court for a preliminary and/or permanent injunction restraining the person from activities which would create violations of this article or compelling the person to perform corrective action and/or remediation of any violation.

(b) The City may also initiate civil proceedings in any court of competent jurisdiction seeking monetary damages resulting from any violation of this article and may seek other equitable relief to enforce compliance with the provisions of this article or to enforce compliance with any lawful orders of the Building Official.

Sec. 12-63. Liability.

Nothing contained in this article is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from the failure of an owner of property or land to comply with the provisions of this article, or by reason and in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement of this article, or by reason of any action or inaction on the part of the City related in any manner to the enforcement of this article by its officers, employees or agents.

Sec. 12-64. Severability.

Severability is intended throughout and within the provisions of this article. If any section, clause, sentence or phrase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portion of this article.

Section 2. **Repealer Clause.** All ordinances or parts thereof which are in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 3. **Effective Date.** This ordinance and the provisions of article IV of Chapter 12 of the *Code of Ordinances* of the City of Opelika shall be effective as of October 1, 2021, except that the provisions of Sections 12-51, 12-52, 12-53, 12-54, 12-55 and 12-56 shall become effective as of January 1, 2022.

Section 4. **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 The Opelika-Auburn News, a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 016-21-ORD

Amend Zoning Ord & Map: Rezone 27,680 SF, 1109 Columbus Parkway - 2nd Reading.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA**

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

Section 1. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a R-1 District (Rural District) to a C-3 District (General Commercial District), the parcel of land hereinafter described:

Lots 1, 2 and 3, HEWITT SUBDIVISION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 15 at Page 4 in the Office of the Judge of Probate of Lee County, Alabama.

The above-described property contains 26,780 square feet, more or less, and is located near Columbus Parkway and adjacent to Anand Street.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published 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

ORDINANCE NO. 017-21-ORD

Amend the Personnel Policies and Procedures Manual to Designate Juneteenth a City Paid Holiday - 2nd Reading.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 10.3.3 OF THE
PERSONNEL POLICIES AND PROCEDURES MANUAL TO DESIGNATE
JUNETEENTH AS A CITY PAID HOLIDAY**

WHEREAS, Juneteenth is the oldest recognized celebration observing the freedom of African-Americans from slavery in the United States. Juneteenth is a historic milestone reminding Americans of the triumph of the human spirit over the harshness of slavery and the basic civil rights of freedom and equality for all; and

WHEREAS, the Emancipation Proclamation was issued on September 22, 1862, with an effective date of January 1, 1863, but it had minimal immediate effect on the majority of enslaved people who remained in captivity; and

WHEREAS, on June 19, 1865, Union General Gordon Granger and 2,000 federal troops arrived in Confederate-controlled Texas to take possession of the state and to enforce the emancipation of enslaved people throughout the state; and

WHEREAS, two years, five months and eighteen days after President Abraham Lincoln signed the Emancipation Proclamation, the last of those enslaved within the borders of the United States were freed; and

WHEREAS, the word “Juneteenth” became the name for the joyous celebration of freedom from slavery as a result of the words “June Nineteenth” combined together in speech; and

WHEREAS, Texas celebrated Juneteenth beginning in 1866 with community-centric events, such as parades, cook-outs, prayer gatherings, historical and cultural readings and musical performances; and

WHEREAS, on January 1, 1980, Juneteenth officially became a Texas state holiday; and

WHEREAS, Juneteenth officially became the eleventh federal holiday on June 17, 2021, and Juneteenth National Independence Day is the first holiday to be added to the list of federal holidays since the recognition of Rev. Dr. Martin Luther King, Jr.'s birthday in 1983; and

WHEREAS, in addition to the federal government recognizing Juneteenth as a federal holiday, 49 states and the District of Columbia have passed legislation recognizing it as a holiday or observance; and

WHEREAS, the City Council desires to recognize Juneteenth as an official paid holiday for eligible employees.

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

Section 1. **Designation of Holiday.** That Juneteenth is hereby designated as an official City holiday to commemorate the abolition of slavery throughout the United States and its territories.

Section 2. **Amendment.** That Section 10.3.3 of the Personnel Policies and Procedures Manual of the City of Opelika, as previously amended, is further amended to read as follows:

10.3.3. **Regular Holiday Schedule.** The following days, and such others as the City Council may proclaim are approved paid holidays for all eligible employees except, public safety, emergency, and public utility departments employees.

- (a) New Year's Day - January 1
- (b) Martin Luther King Jr. Day - Third Monday in January
- (c) Memorial Day - Last Monday in May
- (d) Juneteenth - June 19

- (e) Independence Day - July 4
- (f) Labor Day - First Monday in September
- (g) Veterans Day - November 11
- (h) Thanksgiving Day - Fourth Thursday and Friday in November
- (i) Christmas Day - December 24 and 25

When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday, unless otherwise designated by the City Council.

Section 3. **Effective Date.** That this ordinance shall become effective upon its passage, approval and publication, as required by law, and the Juneteenth holiday will be observed beginning June 19, 2022.

Section 4. **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 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. 018-21-ORD

Approve Lease Agreement with East Central Alabama Highway Safety Office - 2nd Reading.

ORDINANCE NO._____

**AN ORDINANCE APPROVING LEASE AGREEMENT WITH
EAST CENTRAL ALABAMA HIGHWAY SAFETY OFFICE**

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama (the “City”) is not currently needed for public or municipal purposes, to-wit:

One (1) room on the first floor of the Public Works Administration Building located at 700 Fox Trail, Opelika, Alabama.

Section 2. That the City, having received an offer from East Central Alabama Highway Safety Office to lease said room described in Section 1 above, it is hereby declared to be in the best interest of the public and the City, to lease said office room to East Central Alabama Highway Safety Office at a monthly rental of \$1,900.00 for a term of one (1) year commencing on October 1, 2021 and ending on September 30, 2022.

Section 3. That a proposed Lease Agreement to be entered into between the City and East Central Alabama Highway Safety Office, a copy of which is attached as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. That the Mayor and the City Clerk are hereby authorized and directed to execute, attest and deliver said Lease Agreement in the name and on behalf of the City.

Section 5. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 6. That the City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

 CITY CLERK

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

 CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2021.

 MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA)
COUNTY OF LEE)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made this the 1st day of October, 2021 (the “Effective Date”) by and between the City of Opelika, Alabama, a Municipal Corporation, (hereinafter referred to as “**LANDLORD**”), and East Central Alabama Highway Safety Office (hereinafter referred to as “**TENANT**”).

In consideration of the mutual covenants contained herein, **LANDLORD** and **TENANT** agree as follows:

1. **Property leased.** **LANDLORD** hereby leases to **TENANT** and **TENANT** hereby leases from **LANDLORD** for the term and for the terms, covenants and conditions set forth in this Lease, one (1) office room in the Engineering Department located within the Public Works Administration Building located at 700 Fox Trail, Opelika, Alabama, said premises being hereinafter referred to as the “Leased Premises”. Office furnishings to include desks, chairs, tables, bookcases, filing cabinets and other personal items shall be included as part of the Leased Premises.
2. **Term.** The term of this Lease (the “Term”) shall be one (1) year commencing on the effective date and ending on September 30, 2022.
3. **Rent.** **TENANT** agrees to pay **LANDLORD** monthly rent for the term of this Lease in the sum of one thousand nine hundred dollars (\$1,900.00). Rent shall be payable in advance on the 1st day of each month commencing October 1, 2021 and continuing on the 1st day of each month thereafter until the termination of this Lease. Rental payments shall be made to the City of Opelika.

4. Condition of Premises. **TENANT** accepts the Leased Premises in its present, “AS IS” condition. **LANDLORD** shall not be obligated to perform any work, or make any improvements or alterations to the Leased Premises. **TENANT**, during the term of this Lease, shall keep the Leased Premises in clean condition, free of debris and trash.

5. Use. The Leased Premises shall be used by the **TENANT** for commercial/governmental office space as the business office of the Project Director of East Central Alabama Highway Safety Office. The Leased Premises shall not be used for any other purpose without the written consent of **LANDLORD**.

6. Compliance with Laws. **TENANT** shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities as to its use of the Leased Premises. **TENANT** shall not do, or permit to be done, any act within or upon the Leased Premises which invalidates any fire insurance policies covering the building, fixtures or property therein; and shall not bring or keep anything therein, except not or hereafter permitted by the Opelika Fire Department, the Fire Insurance Rating Organization, or other authority having jurisdiction.

7. Maintenance. The **LANDLORD** agrees to maintain the Leased Premises in a good and safe condition during the term of this Agreement. **TENANT** shall be responsible for any and all damages to the Leased Premises resulting from the willful acts or negligence of the **TENANT** and its agents, employees or invitees.

8. Utilities. **LANDLORD** shall provide and pay the costs of all water, sewer and electrical power, fuel and all other utilities consumed in or at the Leased Premises. **TENANT** shall provide and pay costs of telephone services and additional Internet connections.

9. Insurance. **LANDLORD** agrees to procure and keep in force during the term of this Agreement, insurance covering the building and **LANDLORD's** property.

LANDLORD's insurance coverage shall not be required to cover any of **TENANT's** property and **TENANT** shall not have any claim against any of the proceeds of **LANDLORD's** coverage.

10. Loss, Damage. **LANDLORD** shall not be liable for any loss, damage or expense to any person or property of **TENANT** or to the property of others given to the **TENANT**. **LANDLORD** shall also not be liable for any theft of **TENANT's** property, nor for injury or damage to persons or property resulting from any cause whatsoever, unless due to the willful acts of **LANDLORD**, its agents, servants and/or employees.

11. No Other Space. **TENANT** is afforded no other space in the building other than the office described above.

12. Indemnification. **TENANT** agrees to indemnify and hold **LANDLORD** harmless from and against any and all liability for any injury to or death of any person or persons or any damaged property in any way arising out of or connected with the use or occupancy of the Leased Premises, or in any way arising out of the activities of the **TENANT**, his employees, guests, and invitees, and from all costs, expenses, liabilities, including, but not limited to, court costs and reasonable attorney's fees incurred by the **LANDLORD** in connection therewith, excepting, however, liability caused by the **LANDLORD'S** gross negligence.

13. Smoking. No smoking is allowed on the Leased Premises. This rule will be strictly adhered to.

14. Alcoholic Beverages. Alcoholic beverages are prohibited on the Leased Premises. This rule will be strictly adhered to.

15. Care of Leased Premises. TENANT agrees to use due care in the use of the Leased Premises and further agrees that he will not commit waste thereon.

16. Remedies for Default. If TENANT shall fail to pay rent when due, shall default in any other provision of this Lease, or shall abandon the Leased Premises, LANDLORD, in addition to all other remedies provided either at law or in equity, may reenter and take possession of the Leased Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass.

All rights and remedies of LANDLORD under this Lease shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

17. Attorney's Fees. LANDLORD shall be entitled to recover reasonable attorney's fees and costs in connection with any action or proceeding to enforce this Lease or otherwise secure any rights due it under this Lease or as may be accorded by law.

18. Relationship that of LANDLORD and TENANT. The Execution of this Lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between LANDLORD and TENANT the relationship of principle or agent, or of partnership, or of joint venture, and the relationship between them shall only be that of LANDLORD and TENANT.

19. Notices. All notices required to be given to LANDLORD hereunder, shall be delivered to the City of Opelika, 204 Seventh Street South, Opelika, Alabama 36801, or

such other address as **LANDLORD** may direct by written notice forwarded to **TENANT** by certified mail. All notices required to be given **TENANT** shall be delivered to the address written above, or such address as **TENANT** may direct by written notice forwarded to **LANDLORD** by certified mail.

20. Conversion to Tenancy at Will. After the execution of this Lease, this Agreement shall convert to a tenancy at will between the parties hereto and may be terminated at any time without cause upon **TENANT's** giving notice in writing to **LANDLORD**, or **LANDLORD's** giving notice in writing to **TENANT** at least thirty (30) days prior to the termination date.

21. Waiver. The failure of the **LANDLORD** to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by the **LANDLORD** of rent, with knowledge of the breach of any covenant hereof, shall not be deemed to have been made unless expressed in writing and signed by the **LANDLORD**.

22. Renewal Options. This Lease may be renewed from year to year on the same terms as provided herein for a maximum period of five (5) years, unless one party gives the other notice it does not intend to renew at least thirty (30) days prior to the end of the lease year.

23. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto, and any change or modification to this Lease shall be in writing and signed by the parties hereto.

24. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

25. Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties and their respective successors, legal representatives, heirs and assigns.

IN WITNESS WHEREOF, **LANDLORD** and **TENANT** have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF OPELIKA-- LANDLORD

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

EAST CENTRAL ALABAMA
HIGHWAY SAFETY OFFICE

TERRY HENDERSON, ITS DIRECTOR
TENANT

ORDINANCE NO. 019-21-ORD

Rezoning 1.26 Acres from R-1 to R-3, 500 Block Rustic Street - 2nd Reading.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA**

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

Section 1. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcels of land hereinafter in this section described, so as to change such parcels from one class of district to another class of district as follows, to-wit:

From a R-1 District (Rural District) to a R-3 District (Low-Density Residential District), the parcels of land hereinafter described:

Lots 1, 2, 3, 4 and 5 as shown on the “Harwell Hills Sixth Addition” subdivision plat recorded in Plat Book 43 at Page 154 on May 27, 2020, at the Lee County, Alabama Courthouse.

The above-described property contains 1.26 acres, more or less, and is located in the 500 block of Rustic Street, Opelika, Alabama.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published 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

ORDINANCE NO. 020-21-ORD

Adopting a Registration and Inspection Program for Residential Rental Properties (Revised) -
2nd Reading.

ORDINANCE NO. _____

**ORDINANCE ADOPTING A REGISTRATION AND INSPECTION
PROGRAM FOR RESIDENTIAL PROPERTIES BEING RENTED
WITHIN THE CITY OF OPELIKA, ALABAMA**

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

Section 1. That Chapter 12 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding an article to be numbered IV, which said article shall read as follows:

ARTICLE IV

RESIDENTIAL RENTAL PROPERTY REGISTRATION AND INSPECTION

Sec. 12-40. Title.

This article shall be known as the Residential Rental Property Registration and Inspection Code of the City of Opelika.

Sec. 12-41. Legislative Findings.

The City of Opelika does hereby find and declare that:

(a) The Alabama Uniform Residential Landlord and Tenant Act, Act No. 2006-316, codified as Sections 35-9A-101 et seq, 1975 *Code of Alabama*, became effective on January 1, 2007;

- (b) Sections 35-9A-102(b) states that one of the purposes of the Act is to encourage landlords and tenants to maintain and improve the quality of housing;
- (c) Sections 11-40-10(b) authorizes a municipality to enforce police or sanitary regulations within the city limits and to prescribe fines and penalties for violations of the regulations;
- (d) Section 11-45-8(c) authorizes a municipality to adopt ordinances, rules and regulations as a code for the construction, erection, alteration or improvement of buildings, the installation of plumbing or plumbing fixtures, installation of gas or gas fixtures, fire prevention, health and sanitation, mechanical, housing, elimination and repair of unsafe buildings and other like codes;
- (e) Section 35-9A-204(a)(1) requires a landlord to comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (f) Section 35-9A-301(1) requires a tenant to comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (g) Pursuant to Section 11-45-1, a municipality is authorized to adopt ordinances not inconsistent with the laws of the state to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the inhabitants of the municipality;
- (h) In Opinion No. 2007-009, dated October 31, 2006, the Attorney General issued an opinion to Mayor Ronald K. Davis of the City of Pritchard that a municipality has the authority to adopt an ordinance (1) requiring the annual inspection of apartments and rental houses to ensure compliance with the local building code, (2) charging a reasonable fee to defray the expense of performing the inspections, and (3) charging a reasonable fine or revoking the certificate of occupancy of any apartment or rental house failing to comply with the local building code;
- (i) There is a need to protect the public health, safety and welfare of the occupants of residential rental dwelling units in the City of Opelika;

(j) The City Council of the City of Opelika (the “City”) recognizes that the preservation of existing rental housing stock is of tremendous importance. There are more than 4,500 rental housing units within the City. Rental housing provides needed, affordable housing for many and is a valuable asset that must be preserved and maintained. The City has a significant interest in ensuring that rental housing remains a safe and desirable housing option for its citizens.

(k) There exists in the City substandard and unsanitary residential buildings and rental housing units whose conditions violate state and local building, housing, and safety Codes and ordinances. Property owners may be unaware of some hazardous conditions, or may choose not to make the necessary repairs due to costs.

(l) Substandard and deficient rental housing units are unfit or unsafe for human occupancy and their conditions jeopardize the health, safety, and welfare of their occupants and of the public. Substandard housing conditions pose a particularly acute risk to young children (from lead poisoning or asthma attacks from mold and other air-borne irritants), seniors (from falls), and people with chronic illnesses.

(m) Relying on a complaint-based enforcement program is inadequate to ensure that rental housing properties are safely and adequately maintained. Inspection authorities often do not receive complaints about rental units with the worst violations of health and safety codes. Tenants may fear being evicted or that their rent will be raised for reporting violations or may face language or education barriers preventing them from using complaint-based programs.

(n) Deteriorating and substandard buildings and dwelling units also threaten the physical, social, and economic stability of neighboring structures and surrounding neighborhoods and the community as a whole. By ensuring that landlords are aware of poor conditions before they worsen, proactive inspections encourage preventative maintenance, which is more cost effective than deferred maintenance, and thereby helps landlords to maintain their properties. Proactive rental inspection programs can ensure that properties don’t become blighted, thereby preserving neighboring property values and the local tax base.

(o) Public interest demands that all rental housing properties comply with the minimum standards regarding the health and safety of the public. The most effective way to seek universal compliance with the minimum standards is through routine, periodic inspections of all rental housing properties.

(p) Residential rental dwelling units are in need of inspection by the Building Official to prevent deterioration and to maintain safe, decent and sanitary living conditions for the tenants of such units.

The City of Opelika now seeks to adopt regulations of the type approved by the Attorney General to provide for the safety and preserve the health of persons residing in rental housing.

Sec. 12-42. Purpose.

The purpose of this article is to ensure that rental housing in the City is maintained in a good, safe and sanitary condition and does not create a nuisance or blighted condition to its surroundings; to protect the character and stability of residential areas; to identify the existence of substandard residential rental properties; to correct and prevent housing conditions that adversely affect the safety, general welfare and health of the residents; to preserve the value of land and structures throughout the City of Opelika; to provide certain minimum housing standards necessary to the health and safety of residents; and to enhance the quality of life of residents of the City living in residential rental units. With respect to rental disputes, it is not the intent of the City of Opelika to intrude upon contractual relationships between tenant and landlord. The City of Opelika does not intend to intervene as an advocate for either party, nor to be receptive to complaints between tenants and landlords which are not specifically and clearly relevant to the provisions of this article. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal remedies as are available to them without the intervention of the City of Opelika.

The express purpose of this article is to provide for and promote the health, safety and welfare of the general public and not to protect individuals or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this article. The obligation of complying with the requirements of this article and the liability for failure to do so is hereby placed on the property owner and/or occupant or persons responsible for the condition of the building or premises.

Sec. 12-43. Definitions.

For the purposes of this ordinance, the following words and phrases shall have the following meanings:

- (a) “Building Official” is the chief building inspector of the building inspection division and all City employees designated by the Building Official to act on his or her behalf to construe and enforce this article. Authorized designees shall possess all mandated certifications to enforce property maintenance codes.
- (b) “City” means the City of Opelika, Alabama.
- (c) “Factory built housing” means a factory built structure designed for long-term residential use, the components of which are essentially constructed or assembled prior to its delivery to and installation upon a site. Factory built housing includes modular homes, manufactured homes, mobile homes and house trailers.
- (d) “Property Maintenance Code” means the International Property Maintenance Code adopted under and pursuant to Section 5-207 of the *Code of Ordinances* of the City of Opelika.
- (e) “Property Owner” or “Owner” means a person, persons, corporation, partnership, limited liability company, or any other entity holding fee title to the subject real property. If more than one person or entity owns the subject real property, “Property Owner” refers to each person or entity holding any portion of the fee interest in the property, and the Property Owners’ obligations in this article are joint and several as to each property owner.
- (f) “Rental Occupancy Certificate” means a document issued by the Building Official indicating that the residential rental dwelling unit is in compliance with the Property Maintenance Code and the checklist used as a guide for compliance with the Property Maintenance Code.
- (g) “Residential Rental Property” means a structure or part of a structure, including factory built housing structures, with one or more residential units which are leased for occupancy. However, it does not include the property excluded in Section 12-44. Residential rental property includes the following: single-family dwellings, duplexes, apartments, townhouses, condominiums and factory built housing structures.
- (h) “Residential Rental Dwelling Unit” or “Rental Unit” means one (1) or more rooms in a structure designed and used as a residence or living quarters by one (1) or more persons who are not its owners and contained within a residential rental property as defined herein. It is a housing unit that is or may be available for rent or is occupied or rented by a tenant or subtenant in

exchange for any form of consideration. However, it does not include the property excluded in Section 12-44.

(i) “Shelter” means a facility with overnight sleeping accommodations, owned, operated or managed by a non-profit organization or governmental entity, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

(j) “Tourist Home” is a private home where rooms are rented to travelers or transient guests on a daily or weekly basis. A bed and breakfast facility is an example of a tourist home.

(k) “Unit unavailable for rent” means any residential dwelling unit that is not offered or available for rent as a rental unit and where prior to offering or making the unit available as a rental housing unit, the owner is required to register the rental property and comply with all rules adopted under this article.

(l) “Vacant” means a residential dwelling unit that is unoccupied or illegally occupied.

(m) “Working day” means any day other than Saturday, Sunday and any holiday observed by the City of Opelika.

Sec. 12-44. Scope.

(a) The registration and inspection provisions of this article shall apply to:

All residential rental dwelling units located within the City of Opelika and all accessory uses thereon, including party lots, driveways, landscaping, accessory structures, fences, walls, interior and exterior common areas, except:

- (1) Housing accommodations in hotels, motels, inns or tourist homes.
- (2) Housing accommodations in hospitals, state licensed group homes, any facilities occupied exclusively by members of a religious order; licensed nursing homes,

licensed extended medical care facilities; licensed assisted living facilities, asylums or on-campus housing accommodations owned, operated or managed by an institution of higher education.

- (3) Owner or manager occupied rental units.
 - (4) Rental units that are owned, operated or managed by a governmental agency other than the City or which are exempt from municipal regulation pursuant to state or federal law or regulations, but only so long as such government ownership, operations or management or exemption from municipal regulation continues in effect.
 - (5) Public Housing Units owned or administered by the Housing Authority of the City of Opelika and/or its subsidiary, Opelika Housing Development, Inc.
 - (6) Owner occupied condominium and townhouse units.
 - (7) Emergency or temporary shelter or transitional housing accommodations.
 - (8) Units unavailable for rent.
 - (9) Short term rental units (such as offered by Airbnb, VRBO and similar operators) if the rental unit is the primary residence of the short term rental operator and it is available for use, or is used for accommodations or lodging of guests for a period of less than sixty (60) consecutive days and for not more than ninety (90) days in any calendar year.
- (b) The inspection provisions of this article shall not apply to Housing Choice Voucher Program rental units (Section 8 rental units) whose vouchers are administered by the Housing Authority of the City of Opelika. (Units occupied by a tenant on a Section 8 voucher are already inspected annually by the Opelika Housing Authority.) The registration provisions of this article shall apply to all Housing Choice Voucher Program rental units.

Sec. 12-45. Registration of Residential Rental Property.

(a) After January 1, 2022, it shall be unlawful for any owner, as defined herein, to lease or operate a residential rental property without registering it with the City and complying with the provisions of this article. All existing residential rental units must be registered with the City on or before January 1, 2022, but not before October 1, 2021. The registration of residential rental properties required herein shall expire on the 31st day of December of each year thereafter.

(b) After January 1, 2022, a newly constructed or converted residential rental property shall be registered with the City and a rental occupancy certificate obtained before said property is occupied.

(c) Upon registration of a residential rental dwelling unit, the Building Official shall issue to the property owner a temporary rental occupancy certificate indicating that said rental unit is registered in accordance with the provisions of this article. This document shall be valid until the first inspection of the property by the City, unless such certificate is terminated by the Building Official. The Building Official shall automatically terminate the temporary rental occupancy certificate if the Building Official determines:

(1) the owner fails to renew the registration in accordance with the provisions of Section 12-47; or

(2) the owner fails to comply with any requirement of this article, including, but not limited to, the inspection requirements under Section 12-51.

Sec. 12-46. Application Requirements.

Applications for registration shall be filed with the building inspection department and accompanied by a registration fee as established in Sec. 12-49. Such application shall include the following information:

(a) Name, street address and telephone number of the owner of the rental unit.

- (b) Name, street address and telephone number of the owner's agent responsible for the management of the premises of the rental unit.
- (c) Legal address of the rental unit.
- (d) Number of units in each building within the rental property.
- (e) Description of rental unit (i.e.) house, condominium, townhouse, apartment, manufactured home, mobile home, etc.
- (f) Signed statement of owner and owner's agent indicating that he/she is aware of the City's Property Maintenance Code and the legal ramifications for knowingly violating said Code.
- (g) The name and address of the registered agent, if the owner is a corporation.
- (h) Number of rental units, if property is an apartment complex or multi-unit facility. A list of unit numbers must accompany the registration.
- (i) The owner's signature and date of registration.

Sec. 12-47. Registration Renewal.

If there are no changes in ownership or agent representation, renewals of the registration may be made by filling out the Registration Renewal form furnished by the City and paying the appropriate fee. Registrations must be renewed on or before January 1 of each year, but not before October 1 of the preceding year.

Sec. 12-48. Changes In Ownership.

Within thirty (30) days of any change of ownership of any residential rental property, the new owner shall reregister the property by filing a registration application as set out in Section 12-46.

There shall be no additional charge for the remaining period of the annual registration period. A change of ownership shall include any change in ownership rights, or execution of a contract or deed, whether recorded or not. The failure of the new owner to register the property within the time specified above is a violation of this article.

Sec. 12-49. Registration Fee.

The owner or his/her agent shall pay a registration fee of five dollars (\$5.00) for each residential rental dwelling unit when he/she submits his/her completed application for registration and/or his/her renewal application. A twenty-five dollar (\$25.00) late fee for each residential rental dwelling unit will be charged for the owner's failure to timely register or renew the registration of a residential rental dwelling unit in compliance with the provisions of this article.

Sec. 12-50. Agent Required.

(a) Each owner of a residential rental dwelling unit within the City rented or offered for rent shall appoint an agent upon whom the City may lawfully serve notices pertaining to the administration of this article.

(b) The designated agent must reside in Lee County, Alabama.

(c) The owner may serve as the agent if the owner resides in Lee County, Alabama.

(d) All official notices served on the designated local agent shall be deemed to have been served on the property owner and shall be effective as if made on the property owner.

Sec. 12-51. Rental Property Inspection Upon Change in Occupancy.

(a) **Inspections Required.** With the exception of rental units identified in Section 12-44, all residential rental units are subject to routine periodic inspection as provided in this section to ensure that the rental unit complies with the Property Maintenance Code as adopted by Section 5-207 of the City Code and the checklist set out below.

(b) **Frequency of Inspections.** Beginning January 1, 2022, all residential rental dwelling units shall be inspected for compliance with the provisions of this article as follows:

- (1) Upon first-time registration, if unoccupied
- (2) Each time there is a change in tenancy, provided no rental unit shall be subject to inspection by the Building Official more often than every three years from the date of the issuance of the initial rental occupancy certificate except for re-inspections by the Building Official under Section 12-52 and inspections in response to citizen-based complaints under Section 12-53.

(c) **Standards for Inspections.** In determining whether a residential rental dwelling unit is in compliance with the provisions of the Property Maintenance Code, the Building Official and his or her designees shall use the following maintenance standards checklist as the list of items to be inspected during the inspection process:

Maintenance Standards Checklist

ADMINISTRATIVE COMPLIANCE

- 1. Property and units registered with the City of Opelika.
- 2. Ownership and contact information clearly defined on the registration form.
- 3. Registration fees paid.
- 4. Landlord contact information posted visibly on site.

EXTERIOR AREAS/STRUCTURE

- 1. Property has house numbers clearly visible from the street with numbers not less than 4 inches.

2. Roof and walls are not deteriorated and free from holes breaks and loose or rotting materials, and maintained weatherproof.
3. Foundation appears to be adequate and in good repair and free from open cracks or breaks and shall be kept in such condition to prevent the entry of pests.
4. Accessory buildings and fences in good repair.
5. Exterior doors are operable and able to be locked.
6. Windows and skylights are in good repair and weather tight. Windows are free from cracked, broken or missing panes.
7. Chimneys appear to be structurally safe and in good repair.
8. Property does not have broken, rotten, split, or buckled walls.
9. Stairways, porches, decks, and balconies have flooring, supports, and handrails in good condition and are properly anchored.
10. Roof drains, gutters, and downspouts shall be maintained in good repair and free from obstruction.
11. Known cisterns, wells, or other hazards are fenced, covered, or filled.
12. Property does not have an accumulation of garbage, junk, or debris.
13. Property is not providing habitation for rodents, wild animals, or other vermin.
14. Property does not have unsafe storage of combustible material.

INTERIOR AREAS/STRUCTURE

1. Walls, ceilings, and floors structurally sound and in good repair.
2. The building is maintained in a safe and sanitary condition.
3. All stairs are in sound condition and good repair. All stairs must have handrails and balusters or similar feature that prevents a fall hazard from open-sided stairs.

4. Handrails firmly fastened and in good repair for all stairs.
5. All floor coverings are free from tripping hazards and capable of being cleaned.
6. All habitable rooms are provided with adequate electrical service for proper illumination.
7. Every habitable space has at least one operable window or exterior door that faces directly to the outdoors.
8. The bathroom or toilet room have either an operable window or a mechanical means of ventilation.
9. Every habitable room, except the kitchen, have a plan dimension of not less than seven (7) feet wide.
10. The kitchen or non-habitable spaces used for their intended purposes.

PLUMBING

1. Rental unit has use of operable kitchen sink, toilet, and bathtub or shower.
2. All applicable plumbing fixtures have hot (capable of not less than 110°F) and cold water and are connected to sanitary sewer system with proper clearance for usage and cleaning.
3. Plumbing fixtures are maintained in a safe and functional condition and free of leaks.
4. Bathrooms provide adequate privacy.
5. Clothes dryer, if present, is properly vented to the outside with metal vent pipes.
6. The water heating equipment is properly installed and equipped with a temperature and pressure relief valve and relief valve discharge pipe.

ELECTRICAL/MECHANICAL

1. Electrical service is properly maintained and is sufficient to support the electrical load.

2. Adequate clearance for service is provided on the control side of all HVAC and utility appliances.
3. Each unit has heating facilities capable of maintaining a room temperature of 65°F degrees in all habitable rooms and bathrooms. Cooking appliances and portable heating units shall not be used to provide heating to meet requirement.
4. All electrical equipment, wiring, lighting, and appliances are properly installed and maintained in a safe and approved manner.
5. Electrical panels are accessible, clearly marked, and circuits are properly labeled.
6. Fuel fired equipment has appropriate and operable flues and shutoff valves.
7. Every habitable room and every bathroom contain at least one (1) properly installed electrical outlet.
8. Every laundry room if present, contains at least one (1) grounded-type receptacle or a ground-fault circuit interrupter (GFCI).
9. There are cover plates on all outlets, switches, and junction boxes.
10. GFCI outlets installed for all outlets within six (6) feet of a water source.

FIRE SAFETY REQUIREMENTS

1. Place one smoke alarm in each sleeping room. Place one smoke alarm immediately outside of all sleep areas (e.g., hallway). Place at least one smoke alarm on each floor, including the basement.
2. All sleeping rooms have safe and appropriate access to an operable window for egress.
3. Place one carbon monoxide detector immediately outside of sleeping rooms, such as in the hallway. There must be at least one carbon monoxide detector on each floor, including the basement. (Only applies to properties with gas or propane appliances.)
4. Fire alarm and suppression systems properly installed and operational where required.
5. Two clear and passable egress routes exist for each floor above the first floor.

6. All egress doors and windows are operable without need for keys, special knowledge or effort.
7. All existing fire resistance rating of walls, fire stops, floors, and doors, etc. are properly maintained.

The checklist shall be used solely to determine if a rental unit meets the requirements of this article. If all checklist items pass, then the Building Official shall issue a rental occupancy certificate. If any checklist item fails, then the inspection fails.

(d) **Inspection Procedures.** If upon first-time registration, the residential rental dwelling unit is unoccupied, the property owner or his or her local agent shall provide written or electronic notice to the Building Official of the unoccupied status of the residential rental dwelling unit. Except as provided below, the property owner or his or her local agent shall provide written or electronic notice to the Building Official upon each and every change in the tenant's occupancy that requires a new lease, sublease or an assignment of rights under an existing lease. Notwithstanding any other provision of this article to the contrary, the property owner shall not be required to give notice of a change of occupancy when the rental dwelling unit has passed inspection within the preceding three (3) year period.

Except as provided below, an inspection of the rental dwelling unit shall be required upon the City's receipt of written notice from the owner or his or her local agent as provided herein. Inspections required under this section shall be performed within ten (10) working days of the City's written or electronic notice from the property owner or his or her local agent. Any temporary rental occupancy certificate issued under Section 12-45 shall terminate upon a change of occupancy.

The Building Official shall give written or electronic notice to the property owner or his or her local agent of the date and time of any inspection to be conducted under this section at least three (3) calendar days prior to the date of inspection. The Building Official shall mail the notice to the property owner or rental agent to the rental address provided on the registration application or send such notice electronically to the email address provided on the registration application. Alternatively, the property owner or his or her local agent may contact the Building Official or his or her designee to schedule an inspection at a mutually convenient date and time. Inspections will be conducted on a scheduled basis. The property owner and/or his or her local agent have the right to be present at any inspection. It shall be unlawful and in violation of this article for the property owner of a residential rental dwelling unit to refuse to allow the Building Official or his or her designees to inspect a residential rental dwelling unit as required by this article.

If upon inspection, the Building Official or his or her designee discovers one or more violations of the maintenance standards checklist, he shall cause to be issued to the property owner or his or her local agent, a notice and order to correct the violations. The order shall state in plain language the violations found and the conditions which cause the rental dwelling unit to be in non-compliance. The Building Official shall specify a reasonable time for correction of the violations, depending upon the severity of the condition and schedule a re-inspection of the rental dwelling unit. If the condition has not been corrected by the compliance date, but the property owner has made significant progress in correcting the violation(s), the Building Official may grant an extension of time. Nothing in this section precludes additional inspections conducted at the request of the property owner or his or her local agent, subject to the payment of all inspection fees as specified in Section 12-56.

All violations and deficiencies shall be corrected with all City required permits, approvals, inspections and re-inspections within the time specified in the notice before a rental occupancy certificate is issued. A provisional rental occupancy certificate may be issued if the residential rental dwelling unit is substantially but not entirely in compliance with this checklist and there are no imminent life, health or safety violations.

If, upon inspection, the Building Official finds no checklist violations, the Building Official shall issue to the property owner a rental occupancy certificate as provided in Section 12-54.

Sec. 12-52. Re-inspections.

A residential dwelling unit that exhibits a deficiency or deficiencies shall be subject to reinspection by the Building Official. All violation corrections shall be completed within the time specified by the Building Official. Noncompliance with a notice and order of the Building Official shall automatically terminate the rental occupancy certificate or provisional certificate.

Sec. 12-53. Complaint-based Inspection.

Nothing contained herein shall prevent or restrict the authority of the Building Official to inspect any residential rental dwelling unit, or the premises thereof, in response to a citizen complaint alleging code violations or other violations of law at such unit and to pursue all code enforcement remedies permissible under this article or other laws following such a complaint-based inspection of a residential rental dwelling unit. Upon

receipt of a citizen-based complaint, the Building Official shall inspect the pertinent residential rental dwelling unit and/or areas of the residential rental property. Prior to an inspection, the Building Official must provide occupants (tenants) of the property at least two days written or electronic notice that includes the following:

- (1) The dwelling units that may be inspected;
- (2) That an inspector intends to enter the dwelling unit to inspect the unit;
- (3) That the occupant (tenant) has a right to see the inspector's identification before the inspector enters the residential rental dwelling unit; and
- (4) Contact information for the Building Inspection Division.

An occupant may refuse an inspection except where the Building Official has produced a valid search warrant issued by a court of competent jurisdiction. The owner must allow the Building Official or his/her designees entry if occupants (tenants) have agreed to it. The Building Official shall not hold an owner in violation of this article who has met the requirements of this section but has been unable to obtain the permission of the occupant (tenant).

The Building Official shall also provide the property owner or his or her local agent at least written or electronic notice of the date and time of the inspection. The property owner and/or his or her local agent shall have the right to be present at the inspection. The Building Official shall follow the inspection procedures specified in Section 12-51(d).

All violations shall be corrected with all City required permits, approvals and inspections and re-inspections within the time specified on the notice and order of the Building Official in order to maintain a current rental occupancy certificate for a residential rental property. Noncompliance with a notice and order of the Building Official shall automatically terminate the rental occupancy certificate and render it null and void.

Sec. 12-54. Rental Occupancy Certificate.

Rental occupancy certificates issued pursuant to this article shall specify: the date of issuance, the legal use and occupancy of the unit, the unit address, the name of the unit owner to whom the certificate is issued, and that the unit complies with applicable laws so far as could be determined by inspection. It shall be unlawful and in a violation of this article for the owner of a residential rental dwelling unit to allow occupancy of a residential rental dwelling unit without first

obtaining a rental occupancy certificate or allow occupancy after a residential rental certificate has been terminated. Noncompliance with a notice and order of the Building Official shall automatically terminate the rental occupancy certificate or provisional certificate.

Issuance of a rental occupancy certificate shall not constitute a guarantee or warranty of habitability or complete compliance with International Property Maintenance Code standards, and the occupant of any residential rental dwelling unit shall not rely on a rental occupancy certificate as a guarantee or warranty. The rental occupancy certificate shall contain a notice to this effect. The City shall not assume any liability to a person by reason of the inspections required by this article or the issuance of a rental occupancy certificate.

Sec. 12-55. Exemptions From Inspection Requirement.

Newly constructed residential rental dwelling units shall be exempt from the inspection provisions of Section 12-51 for a period of seven (7) years from the date the certificate of occupancy is issued by the Building Official. The exemption period shall begin to run on the date the Building Official issues a certificate of occupancy for the unit. This exemption shall not apply to complaint-based inspections under Section 12-53.

Sec. 12-56. Inspection Fees.

(a) The owner of the residential rental dwelling unit shall pay to the City a fee of fifty dollars (\$50.00) for the initial inspection and one (1) reinspection of the unit to verify that substandard conditions have been corrected in accordance with Section 12-52. The owner shall be assessed a fee of twenty-five dollars (\$25.00) for each additional follow-up reinspection.

(b) If a residential rental dwelling unit has been occupied without a rental occupancy certificate having been issued in violation of this article, the owner of the residential rental dwelling unit shall pay to the City the following fees:

- (1) \$150.00 for the first occupancy without a certificate.
- (2) \$300.00 for the second occupancy within one (1) year without a certificate.

- (3) \$500.00 for the third occupancy within one (1) year without a certificate.

Sec. 12-57. Administrative Regulations.

The Building Official is authorized and directed to promulgate administrative regulations pertaining to the implementation and enforcement of this article; provided, however, such administrative regulations shall not be inconsistent with the provisions of this article.

Sec. 12-58. Suspension of Rental Occupancy Certificate.

(a) The Building Official may suspend a rental occupancy certificate if the Building Official determines that:

- (1) the residential rental property is unsafe or in a dangerous condition and the Building Official gives notice to the owner to remedy the unsafe or dangerous condition of the building or structure;
- (2) the owner fails to comply with a notice of violation;
- (3) the owner fails to comply with a requirement of this article;
- (4) the owner fails to comply with other City permitting requirements; or
- (5) the owner fails to pay the annual registration fee or inspection fee.

(b) A suspension is effective until the Building Official determines that the owner complies with:

- (1) the requirements of this article;

- (2) an order of the Building Official or court of competent jurisdiction; or
 - (3) a notice of violation.
- (c) While under suspension, an owner may not lease or otherwise allow vacant rental units to be occupied and may not lease or otherwise allow an occupied rental unit to be occupied by new tenants.
- (d) The Building Official must give notice to the owner of his intent to suspend the rental occupancy certificate issued under this article.
- (e) The notice required by this section may specify a reasonable time for compliance under this article. If a time for compliance is specified, the Building Official may not suspend before the time for compliance has expired.
- (f) If the rental occupancy certificate is suspended, the Building Official must give notice to the tenants.

Sec. 12-59. Revocation of Rental Occupancy Certificate

- (a) The Building Official may immediately revoke a rental occupancy certificate that has been suspended pursuant to Section 12-58 (Suspension) if the Building Official determines:
- (1) a condition that is dangerous or impairs habitability exists at the rental property during the suspension period; and
 - (2) the owner fails to take remedial action to correct the condition.
- (b) Even if the certificate of rental occupancy certificate has not been suspended, the Building Official may immediately revoke the certificate issued under this article if an order to vacate the rental property is issued by the Building Official or a court of competent jurisdiction.

(c) After the rental property is compliant with the Property Maintenance Code, the Building Official may reinstate the rental occupancy certificate for the time specified in sections 12-51 and 12-54.

Sec. 12-60. Appeals.

All denials, suspensions, revocations and decisions of the Building Official shall be final and binding upon all parties unless the property owner appeals to the Property Maintenance Board of Appeals. Any person receiving a notice of an adverse decision, including denial of a rental occupancy certificate, notice of suspension, or notice of revocation, and wishing to appeal the same shall file a written notice of appeal in the office of the Building Official within ten (10) days from the date of notice of the adverse action. The notice of appeal must contain a brief statement of the facts that support the appeal and why the Building Official's decision should be reversed. The hearing on the appeal to the Property Maintenance Board of Appeals shall be held within thirty (30) days of the notice of appeal. The decision of the Property Maintenance Board of Appeals shall be final.

Sec. 12-61. Penalties For Violation.

Violation of the provisions of this article or failure to comply with any of its requirements shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than one hundred eighty (180) days, or both, and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City from taking such other lawful actions as are necessary to prevent or remedy any violation.

Sec. 12-62. Injunctive Relief and Civil Remedies.

(a) If a person has violated or continues to violate the provision of this article, the City may petition the appropriate court for a preliminary and/or permanent injunction restraining the person from activities which would create violations of this article or compelling the person to perform corrective action and/or remediation of any violation.

(b) The City may also initiate civil proceedings in any court of competent jurisdiction seeking monetary damages resulting from any violation of this article and may seek other

equitable relief to enforce compliance with the provisions of this article or to enforce compliance with any lawful orders of the Building Official.

Sec. 12-63. Liability.

Nothing contained in this article is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from the failure of an owner of property or land to comply with the provisions of this article, or by reason and in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement of this article, or by reason of any action or inaction on the part of the City related in any manner to the enforcement of this article by its officers, employees or agents.

Sec. 12-64. Construction of this Article.

This article shall not be construed to alter the terms of any lease or other agreement between a property owner and a tenant regarding a covered residential rental dwelling unit, except that no provision of such lease or other agreement shall be construed to excuse compliance with this article or with any other law or regulation of the City. It is not the purpose of this article to prescribe legal rights or liabilities as between an owner and a tenant.

Sec. 12-65. Severability.

Severability is intended throughout and within the provisions of this article. If any section, clause, sentence or phrase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portion of this article.

Section 2. **Repealer Clause.** All ordinances or parts thereof which are in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 3. **Effective Date.** This ordinance and the provisions of article IV of Chapter 12 of the *Code of Ordinances* of the City of Opelika shall be effective as of October 1,

2021, except that the provisions of Sections 12-51, 12-52, 12-53, 12-54, 12-55 and 12-56 shall become effective as of January 1, 2022.

Section 4. **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 The Opelika-Auburn News, a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK