



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
300 Martin Luther King Blvd.
September 21, 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

Ms. Eason provided the invocation.

1. Laura Eason, Chaplain at EAMC.

4. Pledge of Allegiance

Brock Taylor and Synaia Giles led the Pledge of Allegiance.

1. Brock Taylor and Synaia Giles from Carver Primary School.

5. Reading of Minutes

1. Minutes from the 09-07-21 Council Meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

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

Mayor Fuller asked if the council had any questions about the city's financial summary report to ask Cindy Boyd, Mr. Motley, or himself about it.

2. August 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 Down Syndrome Awareness Month - October 2021.

Mayor Fuller asked Savannah Black to come up front. Mayor Fuller then read the proclamation and presented it to her. Ms. Black then thanked the Mayor and City Council for doing this for the second year in a row as requested.

4. Proclamation for NICU Awareness Day on September 30, 2021.

Mayor Fuller asked Desiree Sinclair, Rosemary Cummings, and Susan Cowert to come up front. Mayor Fuller then read the proclamation and presented it to them.

5. Reappoint Henrietta Snipes to the Opelika Housing Authority. New Term ends 10-18-2026.

Mayor Fuller announced to the city council that he was re-appointing Henrietta Snipes to her fourth term on the Opelika Housing Authority.

8. Citizen Communications

Dan Hart of Dadeville, AL spoke first. Mr. Hart stated he was opposed to the proposed rental ordinance and asked several questions about the ordinance. Mr. Hart's first question was about rent-to-own property not being defined in the ordinance and if those properties fall under the proposed ordinance. Mr. Gunter replied that the rent-to-own properties would be included under the ordinance as they are rental properties until after the final payment is made. Mr. Hart then asked a question about the ordinance stating the owner for the rental properties must live in the city, and he assumed that was due to receiving notifications because no other licenses from the city require such. Mr. Gunter replied that it does not say the owner must reside in the city, but that it does state a rental agent for the property must reside in Lee County. Mr. Hart's next question was about citizen complaints generating inspections and fees that go along with each complaint. President Smith answered that citizen complaints generating inspections is already the law. Mr. Hart asked about if there is currently a fee as well. President Smith answered no. Mr. Hart then asked if the citizen filing a complaint has to be a citizen of Lee County or can anyone file a complaint. Mr. Gunter answered anyone can file a complaint and gave examples of police officers, paramedics, and social workers that have seen substandard or hazardous conditions within a rental unit. Mr. Hart then argued that anyone, whether they were trained or not, could make complaints that would cause the landlords to incur expenses related to inspections, warranted or not. Mr. Gunter then stated that anyone can file a complaint now under the city's building maintenance codes and under this ordinance there would be a fee each time there is an inspection. Mr. Hart then stated if, hypothetically, a citizen called and complained ten times on a property and it generated inspections, the landlord would have to pay \$500. Mr. Gunter answered if there were inspections done then yes. Mr. Hart stated he just wanted to understand the law as written, and began to ask another question when Mr. Gunter stated "Mr. President this is not a question and answer session, this is a time for citizen's communication. You have five minutes to communicate." Mr. Hart then closed by thanking the council.

Wendy Overstreet of 2001 Rockledge Circle spoke next. Mrs. Overstreet stated she was present on behalf of the Opelika First Class Pre-K Academy located downtown in the old train depot, and wanted to thank the Mayor and City Council for their support. Mrs. Overstreet then stated they were able to secure funding, with the city's help, for a third classroom and now are able to provide Pre-K classes to 54 children in the area, but still have a waiting list of about 72 children trying to get in. Mrs. Overstreet also stated they are a non-profit and all of their tuition goes towards the kids in the classrooms, and so the extra money from the city is amazing and helps the children directly. Mrs. Overstreet closed by stating they would love to see their school grow to a fourth classroom, would also love for the city to continue their support for them, and again thanked the City Council and Mayor for their support.

Sally Phillips of 1102 Willow Run spoke next. Mrs. Phillips stated she was a rental property owner in favor of the proposed rental ordinance and thanked the council for postponing the first vote on the rental ordinance to consider citizen's input. Mrs. Phillips then thanked the council again for carefully considering these changes provided by the citizens, and closed by thanking the council again for considering an ordinance that will provide safe and functional housing for those who rent housing properties in Opelika.

Emily Key 301 Twin Lakes Avenue spoke last. Ms. Key stated she was present on behalf of Key Living Solutions and that she is not present as a landlord, but as the creator of a non-profit whose sole goal is to end homelessness in Lee County. Ms. Key then stated she feels blessed to be a young person because a mere 12 years ago she sat in her high school civics class and learned about "Power of the People", and has seen that first hand with so many people discussing and giving input about this ordinance. Ms. Key stated she has seen the council listen to the citizens concerns and hopes that these representatives the citizens elected will vote against the proposed rental ordinance. Ms. Key then stated the ordinance will not solve the problems of dilapidated homes, blight, or homelessness in Opelika, and her belief is that the ordinance will exacerbate these problems greatly. Ms. Key also stated that despite her opposition to the ordinance, she does believe in the city of Opelika, she chose to live in Opelika, and she is Opelika. Ms. Key then stated if the ordinance passes she will sigh for a moment, but then pick her head up and look at what her next steps should be, and also it will be her and everyone's responsibility to make sure of it's success instead of griping about it passing, because the success of Opelika depends on everyone not just the council. Ms. Key then closed by making a promise to everyone in the room, to the man sleeping under the 6th Street bridge, to the mom with two children sleeping in her car, and to the multiple families living in the hotels on Columbus Parkway waiting for housing, that she will push harder than ever to make more affordable housing for Opelika, she will do everything that she can to battle the negative effects that she sees coming from this ordinance, and she hopes everyone will join her in this because everyone deserves a safe place to lay their head at night and we should give them that.

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

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

1. Request from Opelika Main Street for Event on 10-08-21.

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

2. Request from Opelika Main Street for Opelika Songwriters Festival 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 from First Baptist Church Opelika for Fall Festival Event on 10-31-21.

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

4. Request from EAMC for Temporary Street Closure on 12-03-21.

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

12. Awarding of Bids

13. Resolutions

President Smith asked Mr. Gunter to present the resolutions.

1. Resolution 228-21 Expense Reports from Various Departments.

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

2. Resolution 229-21 Designate City Personal Property Surplus and Authorize Disposal.

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

3. Resolution 230-21 Approve First Amendment to Supplemental Law Enforcement Services Agreement with EAMC - OPD.

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

4. Resolution 231-21 Authorize Two Agreements with Motorola Solutions, Inc. Providing Maintenance Services - OPD.

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

5. Resolution 232-21 Authorize Group Health and Dental Insurance Contract with Blue Cross Blue Shield of Alabama - HR.

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

6. Resolution 233-21 Transfer Current Year City Council Discretionary Fund Balances.

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

7. Resolution 234-21 Approve Change Order #2 for TTL Construction Inspection of Industrial Blvd - ENG.

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

8. Resolution 235-21 ROW Agreement with ALDOT for Pepperell Pkwy Improvements - ENG.

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

9. Resolution 236-21 Approve Annual General Liability Insurance Agreement with Marsh & McLennan Agency - HR.

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

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

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

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

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

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

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

During discussion, Mr. Rauch stated that a lot of people have reached out to him about this, and he has tried to be as responsive as possible. Mr. Rauch then stated he did not lead anyone to believe that he had made up his mind before giving them a chance to express their views, and he wanted everyone to know that he appreciated their input and advice throughout the entire process. Mr. Gunter then stated Mr. Allen made the motion to approve but asked whom made the second. Mr. Jones answered Dr. Lofton.

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

15. Appointments

President Smith presented the appointments.

1. Reappoint Sidney James Nakhjavan to the Lee County Youth Development Center Board. New Term ends 10-01-2025.

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

16. Adjourn

The City Council meeting minutes of September 21, 2021 are hereby adopted and approved this the 5th day of October, 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 asked if there was any other business to come before the council.

2. Motion to Adjourn.

The council meeting ended at 7:38 pm.

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 5873)**

Meeting: 09/21/21 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 5873

Minutes from the 09-07-21 Council Meeting.

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



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 300 Martin Luther King Blvd.
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 Approve Lease Agreement with East Central Alabama Highway Safety Office - 1st 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 Rezoning 1.26 Acres from R-1 to R-3, 500 Block Rustic Street - 1st 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 Adopting a Registration and Inspection Program for Residential Rental Properties (Revised) - 1st 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 ____ day of _____, 2021.

President of City Council

City of Opelika, Alabama

ATTEST:

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

SCHEDULED**MAYOR'S REMARKS (ID # 5874)**

Meeting: 09/21/21 07:00 PM
Department: City Clerk
Category: Financial Statements
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

DOC ID: 5874

City's Financial Summary Report for August 2021.

COMMENTS - Current Meeting:

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.

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
FYTD August 31, 2021

	Governmental Funds				Garden Hills Cemetery Permanent Fund	Proprietary Funds		General Capital Assets	General Long Term Debt	Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds		Internal Service Funds	Enterprise Funds			
ASSETS										
Cash	\$ 44,532,509	\$ 18,870,840	\$ 36,959	\$ 1,496,188	\$ -	\$ 5,926,445	\$ 48,267,731	\$ -	\$ -	\$ 119,130,672
Certificates of deposit	20,000,000	5,000,000	-	-	-	-	5,000,000	-	-	30,000,000
Receivables:										
Accounts and unbilled service	-	-	-	180,037	-	19	4,483,341	-	-	4,663,397
Taxes	8,632,330	8,661,857	-	-	-	-	-	-	-	17,294,187
Licenses and fees	3,033,562	-	-	-	-	-	-	-	-	3,033,562
Assessments	213,082	-	-	-	-	-	-	-	-	213,082
Interest	(74,608)	(3,991)	-	-	2,610	-	(558)	-	-	(76,547)
Other	466,914	550,000	-	-	-	(803)	-	-	-	1,016,111
Due from other funds	31,837	-	-	-	2,250	-	8,744,084	-	-	8,778,171
Due from other governments	2,792,968	520,610	-	-	-	-	940,262	-	-	4,253,840
Inventories of supplies, at cost	158,041	-	-	-	-	-	1,124,013	-	-	1,282,054
Prepaid expenses	324,967	-	-	-	-	-	-	-	-	324,967
Investments	-	22,930	-	-	1,387,853	-	-	-	-	1,410,783
Investments with fiscal agent	-	-	1,184,576	-	-	-	1,198,756	-	-	2,383,332
Capital assets:										
Land	-	-	-	-	-	-	2,462,062	10,368,121	-	12,830,183
Buildings	-	-	-	-	-	-	13,666,181	65,487,463	-	79,153,644
Equipment	-	-	-	-	-	-	12,359,874	25,094,397	-	37,454,271
Utility systems	-	-	-	-	-	-	120,467,641	-	-	120,467,641
Infrastructure	-	-	-	-	-	-	-	127,964,236	-	127,964,236
Construction in progress	-	-	-	-	-	-	752,084	16,350,210	-	17,102,294
Total capital assets	-	-	-	-	-	-	149,707,842	245,264,427	-	394,972,269
Less: accumulated depreciation	-	-	-	-	-	-	(76,086,658)	(72,260,605)	-	(148,347,263)
Capital assets, net	-	-	-	-	-	-	73,621,185	173,003,822	-	246,625,006
Deposits	-	69,045	-	-	-	19,229	2,431	-	-	90,705
Amount to be provided for general long term debt	-	-	-	-	-	-	-	-	84,487,888	84,487,888
Total assets	80,111,602	33,691,291	1,221,535	1,676,225	1,392,713	5,944,890	143,381,245	173,003,822	84,487,888	524,911,211
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,389,069	-	-	1,389,069
Diff. on proj. OPEB earnings	-	-	-	-	-	-	670,828	-	-	670,828
Bond refunding costs	-	-	-	-	-	-	2,214,493	-	-	2,214,493
Total deferred outflows of resources	-	-	-	-	-	-	4,274,390	-	-	4,274,390

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
FYTD August 31, 2021

	Governmental Funds				Garden Hills Cemetery Permanent Fund	Proprietary Funds		General Capital Assets	General Long Term Debt	Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds		Internal Service Funds	Enterprise Funds			
LIABILITIES										
Accounts payable	818,898	-	-	2,230	-	162	7,729,061	-	-	8,550,351
Interest payable	-	-	-	-	-	-	499,081	-	-	499,081
Accrued payroll and benefits, due within one year	145,042	-	-	-	-	-	195,723	-	-	340,765
Due to other funds	2,250	31,838	-	-	-	-	8,744,084	-	-	8,778,172
Due to other governments	31,073	70,003	-	-	-	-	-	-	-	101,076
Claims and judgements, due within one year	-	-	-	-	-	190,938	-	-	-	190,938
Bonds payable due within one year	-	-	-	-	-	-	2,015,000	-	-	2,015,000
Claims and judgements, due in more than one year	-	-	-	-	-	155,934	-	-	-	155,934
Bonds payable, due in more than one year	-	-	-	-	-	-	24,947,850	-	84,487,888	109,435,738
Net pension liability	-	-	-	-	-	-	8,220,691	-	-	8,220,691
Accrued payroll and benefits, due in more than one year	-	-	-	-	-	-	1,688,802	-	-	1,688,802
Customer deposits held	-	-	-	-	-	-	3,146,530	-	-	3,146,530
Total liabilities	997,263	101,841	-	2,230	-	347,034	57,186,822	-	84,487,888	143,123,078
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement plan	-	-	-	-	-	-	17,779	-	-	17,779
Net change in OPEB assumptions	-	-	-	-	-	-	28,807	-	-	28,807
Unearned revenues	4,631,171	12,684,566	-	-	-	353,325	67,222	-	-	17,736,284
Total deferred inflows of resources	4,631,171	12,684,566	-	-	-	353,325	113,808	-	-	17,782,870
FUND BALANCES										
Nonspendable	158,041	69,045	-	-	1,347,683	-	-	-	-	1,574,769
Restricted	130,711	5,602,752	1,221,535	1,673,995	-	2,909,662	1,198,756	-	-	12,737,411
Committed	19,947	-	-	-	-	-	-	-	-	19,947
Assigned	18,626,730	14,120,043	-	-	-	820,869	-	-	-	33,567,642
Unassigned	42,406,613	427,839	-	-	45,030	1,502,988	-	-	-	44,382,470
Invested in capital assets, net of related debt	-	-	-	-	-	-	48,872,828	173,003,822	-	221,876,650
Unrestricted	-	-	-	-	-	-	36,187,876	-	-	36,187,876
Encumbrances	13,141,130	685,207	0	0	0	11,011	4,095,545	-	-	17,932,893
Total fund balances	\$ 74,483,168	\$ 20,904,884	\$ 1,221,535	\$ 1,673,995	\$ 1,392,713	\$ 5,244,531	\$ 90,355,005	\$ 173,003,822	\$ -	\$ 368,279,653

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
FYTD August 31, 2021

	Governmental Funds					
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Total
REVENUES:						
Taxes	\$ 44,232,233	\$ 9,056,018	\$ -	\$ -	\$ -	\$ 53,288,251
Special assessments			-	-	-	-
Licenses and permits	19,626,381	388,809	-	-	-	20,015,190
Intergovernmental	1,265,619	1,691,630	-	105,880	-	3,063,129
Charges for services	1,870,453	-	-	-	-	1,870,453
Fines and forfeits	399,049	-	-	-	-	399,049
Grants	13,066	-	-	-	-	13,066
Contributions	79,024	-	-	-	-	79,024
Investment income	125,501	23,920	62	111	33,002	182,596
Miscellaneous	764,423	-	-	-	-	764,423
Total revenues	68,375,746	11,160,378	62	105,991	33,002	79,675,179
EXPENDITURES:						
General government	7,562,554	430,381	-	20,072	-	8,013,007
Public safety	16,323,958	582,311	-	-	-	16,906,269
Public works	5,275,565	69,420	-	-	8,168	5,353,153
Health	315,751	-	-	-	-	315,751
Education	3,057,667	7,450,000	-	-	-	10,507,667
Welfare	152,917	-	-	-	-	152,917
Culture and recreation	5,626,781	-	-	-	-	5,626,781
Economic development	1,121,702	36,374	-	-	-	1,158,076
Capital outlay	17,488,262	1,341,370	-	-	-	18,829,632
Debt service:						
Principal retirement	-	-	3,710,750	-	-	3,710,750
Interest and fees	-	-	4,104,121	-	-	4,104,121
Total expenditures	56,925,158	9,909,858	7,814,871	20,072	8,168	74,678,127
Excess of revenues over/(under) e	11,450,588	1,250,520	(7,814,809)	85,919	24,834	4,997,052
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	1,810,150	-	-	1,810,150
Sale of capital assets	100,427	-	-	-	-	100,427
Transfers from other funds	4,608,311	4,116,215	6,294,553	-	31,910	15,050,989
Transfers to other funds	(7,863,623)	(4,425,654)	-	-	(11,712)	(12,300,989)
Total other financing sources/(use)	(3,154,885)	(309,439)	8,104,703	-	20,198	4,660,577
Net change in fund balances	8,295,704	941,081	289,894	85,919	45,032	9,657,631
Fund balances, beginning of the y	66,187,466	19,963,802	931,640	1,588,076	1,347,684	90,018,668
Fund balances, end of period	\$ 74,483,170	\$ 20,904,883	\$ 1,221,535	\$ 1,673,995	\$ 1,392,716	\$ 99,676,299

Attachment: August 2021 Financial Statements (5874 : City's Financial Summary Report for August 2021.)

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position (Interim Report)
Proprietary and Fiduciary Funds
August 31, 2021 Preliminary

	Electric FYTD	Telecom FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD
ASSETS						
Current assets:						
Cash	\$ 32,875,239	\$ 134,895	\$ 11,728,965	\$ 3,528,631	\$ 3,657,056	\$ 2,269,389
Certificates of deposit	5,000,000	-	-	-	-	-
Receivables and prepaid expenses	3,803,978	-	380,105	298,701	-	(784)
Due from other funds and governments	8,744,084	-	922,958	17,304	-	-
Inventory	1,124,013	-	-	-	-	-
Total current assets	51,547,314	134,895	13,032,028	3,844,636	3,657,056	2,268,605
Restricted assets:						
Cash and investments with fiscal agent	1,197,630	-	1,126	-	-	-
Total restricted assets	1,197,630	-	1,126	-	-	-
Net capital assets	42,557,021	-	28,699,174	2,364,990	-	-
Other assets:						
Deposits	-	-	2,431	-	19,229	-
Total other assets	-	-	2,431	-	19,229	-
Total assets	95,301,965	134,895	41,734,759	6,209,626	3,676,285	2,268,605
DEFERRED OUTFLOWS OF RESOURCES						
Retirement contributions	1,037,489	-	-	351,580	-	-
Diff. on proj. OPEB earnings	489,543	-	-	181,285	-	-
Bond refunding costs	2,174,430	-	40,063	-	-	-
Total deferred outflows of resources	3,701,462	-	40,063	532,865	-	-
Total assets and deferred outflows of resources	99,003,428	134,895	41,774,821	6,742,491	3,676,285	2,268,605
LIABILITIES						
Current liabilities:						
Accounts and other payables	8,324,441	150	11,836	87,437	42,038	149,062
Due to electric fund	-	8,744,084	-	-	-	-
Due to other funds	-	-	-	-	-	-
Bonds payable within one year	1,410,000	-	605,000	-	-	-
Unearned revenue	49,923	-	-	17,304	-	353,325
Total current liabilities	9,784,364	8,744,234	616,836	104,741	42,038	502,387
Noncurrent liabilities:						
Claims and employee benefits due in more than one year	1,247,393	-	-	441,409	155,934	-
Bonds payable, in more than one year, net	24,315,000	-	632,850	-	-	-
Net pension liability	6,133,569	-	-	2,087,122	-	-
Customer deposits held	2,979,215	-	-	167,315	-	-
Total noncurrent liabilities	34,675,177	-	632,850	2,695,846	155,934	-
Total liabilities	44,459,541	8,744,234	1,249,686	2,800,588	197,972	502,387
DEFERRED INFLOWS OF RESOURCES						
Diff. on earnings on OPEB investments	20,594	-	-	8,213	-	-
Diff. on earnings on plan investments	(1,587)	-	-	19,366	-	-
Total deferred inflows of resources	19,007	-	-	27,579	-	-
Total liabilities and deferred inflows of resources	44,478,547	8,744,234	1,249,686	2,828,167	197,972	502,387
NET POSITION						
Invested in capital assets, net of related debt	19,006,451	-	27,501,387	2,364,991	-	-
Restricted	1,197,630	-	1,126	-	3,478,313	-
Unrestricted	31,747,419	(8,609,339)	11,506,765	1,543,023	-	1,755,207
Encumbrances	2,573,381	0	1,515,857	6,308	0	11,011
Total net position	\$ 54,524,881	\$ (8,609,339)	\$ 40,525,135	\$ 3,914,324	\$ 3,478,313	\$ 1,766,218
Total liabilities, deferred inflows, and net position	99,003,428	134,895	41,774,821	6,742,491	3,676,285	2,268,605

Attachment: August 2021 Financial Statements (5874 : City's Financial Summary Report for August 2021.)

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position
Proprietary and Fiduciary Funds
FYTD August 31, 2021 Preliminary

	Electric 2021 FYTD	Telecom 2021 FYTD	Sewer 2021 FYTD	Solid Waste 2021 FYTD	Workmen's Comp. 2021 FYTD	Health Insurance 2021 FYTD
Operating Revenues						
Charges for services	\$ 38,801,077	\$ 104,306	\$ 4,999,951	\$ 3,465,315	\$ 419,152	\$ 3,980,801
Operating Expenses						
Purchases	25,612,118	-	-	485,967	-	-
Depreciation	2,702,596	-	1,019,887	265,933	-	-
Personnel services	3,345,272	6	-	1,163,576	-	-
Other	3,050,063	-	1,808,963	672,238	174,045	3,035,954
Total operating expenses	34,710,049	6	2,828,850	2,587,716	174,045	3,035,954
Operating income/(loss)	4,091,028	104,300	2,171,101	877,599	245,107	944,847
Nonoperating Revenues/(Expenses)						
Gain/(Loss) on sale of capital assets	19,343	-	558	38,764	-	-
Fiber optic line leases	19,615	-	-	-	-	-
Investment income	264,111	6	101	4,143	4,677	75
Grant income	-	-	-	-	-	-
Pole rental	146,667	-	-	-	-	-
Miscellaneous revenues	704,226	-	(51)	24,647	-	-
Interest expense and charges	(1,068,950)	(207,279)	(44,740)	-	-	-
Total nonoperating revenues/(expenses)	85,012	(207,273)	(44,132)	67,554	4,677	75
Other Revenues and Transfers In/(Out):						
Capital contributions	769,224	-	402,805	-	-	-
Transfers from other funds	-	-	-	850	-	-
Transfers to other funds	(2,750,000)	-	-	(850)	-	-
Total other revenues/(expenses)	(1,980,776)	-	402,805	-	-	-
Net Income/(loss)	2,195,262	(102,973)	2,529,774	945,152	249,784	944,919
Net position, beginning of year	52,329,617	(8,506,366)	37,995,364	2,969,172	3,228,528	821,298
Net position before encumbrances	54,524,879	(8,609,339)	40,525,138	3,914,324	3,478,312	1,766,217
Encumbrances	2,573,381	0	1,515,857	6,308	-	11,011
Net position, end of period	\$ 51,951,498	\$ (8,609,339)	\$ 39,009,281	\$ 3,908,016	\$ 3,478,312	\$ 1,755,206
Additional Information:						
Cash position at September 30, 2021	\$ 32,875,239	\$ 134,895	\$ 11,728,965	\$ 3,528,631	\$ 3,657,056	\$ 2,269,389
Cash position at September 30, 2020	28,703,690	30,589	26,803	3,299,277	3,412,909	1,460,399
Change in cash	\$ 4,171,549	\$ 104,306	\$ 11,702,162	\$ 229,354	\$ 244,147	\$ 808,990

Attachment: August 2021 Financial Statements (5874 : City's Financial Summary Report for August 2021.)

City of Opelika
General Fund Revenue and Expenditure Summary
Comparison of Actual and Budget to Prior Year
FYTD August 2021 Preliminary

	YTD Actual			Budget to Actual		
	FY 2020	FY 2021	Variance	2021 Budget	2021 Actual	Variance
Revenues:						
Taxes	\$ 36,971,700	\$ 44,232,233	\$ 7,260,533	\$ 35,167,566	\$ 44,232,233	\$ 9,064,667
Licenses and permits	18,073,856	19,626,381	1,552,525	16,621,550	19,626,381	3,004,831
Intergovernmental	736,136	1,265,619	529,483	714,737	1,265,619	550,882
Charges for services	1,449,072	1,870,453	421,381	1,841,932	1,870,453	28,521
Fines and forfeits	278,105	399,049	120,944	397,833	399,049	1,216
Grants	1,496,644	13,066	(1,483,578)	-	13,066	13,066
Contributions	426,066	79,024	(347,042)	74,891	79,024	4,133
Investment income	503,449	125,501	(377,948)	275,000	125,501	(149,499)
Miscellaneous	416,324	764,423	348,099	301,834	764,423	462,589
Total revenues	60,351,354	68,375,746	8,024,393	55,395,341	68,375,746	12,980,405
Expenditures:						
General government	6,577,286	7,562,554	985,268	8,995,815	7,562,554	\$ (1,433,261)
Public safety	15,404,868	16,323,958	919,090	18,362,726	16,323,958	(2,038,768)
Public works	5,019,265	5,275,565	256,300	6,770,885	5,275,565	(1,495,320)
Culture and recreation	5,290,983	5,626,781	335,798	6,544,267	5,626,781	(917,486)
Economic development	976,892	1,121,702	144,810	1,677,813	1,121,702	(556,111)
Health	332,755	315,751	(17,004)	307,670	315,751	8,081
Education	3,040,667	3,057,667	17,000	3,058,917	3,057,667	(1,250)
Welfare	100,442	152,917	52,475	148,195	152,917	4,722
Capital outlay	10,404,429	17,488,262	7,083,833	31,227,712	17,488,262	(13,739,450)
Debt service	-	-	-	639,916	-	(639,916)
Total expenditures	47,147,571	56,925,158	9,777,567	77,733,916	56,925,158	(20,808,754)
Other financing sources/(uses)						
Sale of capital assets	22,877	100,427	77,550	45,183	100,427	55,244
Transfers in	2,770,647	4,608,311	1,837,664	8,992,620	4,608,311	(4,384,309)
Transfer out	(8,864,226)	(7,863,623)	1,000,603	(12,935,438)	(7,863,623)	5,071,815
Total other financing sources/(uses)	(6,070,702)	(3,154,885)	2,915,817	(3,897,635)	(3,154,885)	742,750
Net change in fund balance	7,133,081	8,295,704	1,162,623	(26,236,210)	8,295,704	34,531,914
Fund balance, beginning of year	63,397,628	66,187,466	2,789,838	63,397,628	66,187,466	2,789,838
Fund balance, year to date	\$ 70,530,709	\$ 74,483,170	\$ 3,952,461	\$ 37,161,418	\$ 74,483,170	\$ 37,321,752
Less:						
Nonspendable	106,685	158,041	51,356	-	158,041	
Restricted	214,485	130,711	(83,774)	-	130,711	
Committed	26,832	19,945	(6,887)	-	19,945	
Assigned	20,437,813	18,626,730	(1,811,083)	-	18,626,730	
Encumbrances	18,671,674	13,141,130	(5,530,544)	-	13,141,130	
	39,457,489	32,076,557	(7,380,932)	-	32,076,557	-
Unassigned fund balance	31,073,220	42,406,613	11,333,393	37,161,418	42,406,613	37,321,752
20% budgeted revenues	11,079,068	11,079,068		11,079,068	11,079,068	
Available unassigned fund balance	\$ 19,994,152	\$ 31,327,545		\$ 19,994,152	\$ 31,327,545	

Attachment: August 2021 Financial Statements (5874 : City's Financial Summary Report for August 2021.)

City of Opelika
General Fund Revenues
Comparison of Actual and Budget to Prior Year
FYTD August 2021 Preliminary

	YTD Actual			Budget to Actual		
	FY 2020	FY 2021	Variance	2021 Budget	2021 Actual	Variance
Taxes:						
Sales	\$ 31,153,884	\$ 37,957,093	\$ 6,803,209	29,975,000	\$ 37,957,093	\$ 7,982,093
Property:						
Property	4,398,977	4,795,815	396,838	3,758,333	4,795,815	1,037,482
Payments in lieu of taxes	18,350	16,132	(2,218)	5,241	16,132	10,891
Total property taxes	4,417,327	4,811,947	394,620	3,763,574	4,811,947	1,048,373
Other						
Gasoline	713,063	716,702	3,639	751,667	716,702	(34,965)
Cigarette	66,622	60,832	(5,790)	55,825	60,832	5,007
Wine and liquor	28,497	29,713	1,216	25,667	29,713	4,046
Rental	592,307	655,946	63,639	595,833	655,946	60,113
Total other taxes	1,400,489	1,463,193	62,704	1,428,992	1,463,193	34,201
Total taxes	36,971,700	44,232,233	7,260,533	35,167,566	44,232,233	9,064,667
Licenses and permits:						
Occupational license	12,507,377	13,482,906	975,529	11,550,000	13,482,906	1,932,906
Business:						
General	3,022,192	3,084,313	62,121	2,750,000	3,084,313	334,313
Lodging	708,376	824,081	115,705	847,917	824,081	(23,836)
Franchise fee	469,112	499,645	30,533	472,083	499,645	27,562
Miscellaneous	412,991	272,683	(140,308)	238,333	272,683	34,350
Total business	4,612,671	4,680,722	68,051	4,308,333	4,680,722	372,389
Telecommunications permits and	2,000	6,500	4,500	20,167	6,500	(13,667)
Permits and inspections	936,708	1,437,532	500,824	733,333	1,437,532	704,199
Other	15,100	18,720	3,620	9,717	18,720	9,003
Total licenses and permits	18,073,856	19,626,380	1,552,524	16,621,550	19,626,380	3,004,830
Intergovernmental:						
Shared county motor vehicle	113,712	122,942	9,230	124,667	122,942	(1,725)
Shared state:						
Bank excise tax	320,776	777,094	456,318	182,417	777,094	594,677
Business privilege tax	75,094	75,657	563	67,833	75,657	7,824
Liquor tax profits	136,299	198,818	62,519	132,688	198,818	66,130
State asset forfeiture	14,323	32,107	17,784	7,286	32,107	24,821
Total shared state	546,492	1,083,676	537,184	390,224	1,083,676	693,452
Shared federal asset forfeiture	10,140	-	(10,140)	87,405	-	(87,405)
Other	65,792	59,001	(6,791)	112,441	59,001	(53,440)
Total intergovernmental	736,136	1,265,619	529,483	714,737	1,265,619	550,882
Charges for services:						
General government - other	22,530	24,279	1,749	22,000	24,279	2,279
Public Safety:						
Fire training/transport	4,261	8,933	4,672	3,667	8,933	5,266
City schools	150,000	150,000	-	137,500	150,000	12,500
Auburn University	4,489	-	(4,489)	-	-	-
EAMC	207,661	208,333	672	146,667	208,333	61,666
Other	3,030	4,160	1,130	348	4,160	3,812
Health - Graves and monuments	136,935	145,425	8,490	138,417	145,425	7,008
Public Works - Paving and plan	92,398	92,741	343	27,500	92,741	65,241
Culture and Rec - Entry and con	827,768	1,236,582	408,814	1,365,833	1,236,582	(129,251)
Total charges for services	1,449,072	1,870,453	421,381	1,841,932	1,870,453	28,521
Fines and forfeits:						
Municipal Court	241,475	349,959	108,484	358,417	349,959	(8,458)
Other	36,630	49,090	12,460	39,416	49,090	9,674
Total fines and forfeits	278,105	399,049	120,944	397,833	399,049	1,216
Grant income	1,496,644	13,066	(1,483,578)	-	13,066	13,066
Contributions: Mobile Clinic	67,391	200	(67,191)	0	200	200
Contributions: Other	358,675	78,824	(279,851)	74,891	78,824	3,933
Investment income	503,449	125,501	(377,948)	275,000	125,501	(149,499)
Miscellaneous	416,324	764,423	348,099	301,834	764,423	462,589
Total revenues	60,351,354	68,375,746	8,024,396	55,395,341	68,375,746	12,980,405
Other financing sources						
Operating transfers from Electric	2,750,000	2,750,000	-	2,750,000	2,750,000	-
Other transfers	20,647	1,858,311	1,837,664	6,242,620	1,858,311	(4,384,309)
Sale of capital assets	22,877	100,427	77,550	45,183	100,427	55,244
Total other financing sou	2,793,524	4,708,738	1,915,214	9,037,803	4,708,738	(4,329,065)
Total revenue and other fi	\$ 63,144,878	\$ 73,084,484	\$ 9,939,606	\$ 64,433,143	\$ 73,084,484	\$ 8,651,341

Attachment: August 2021 Financial Statements (5874 : City's Financial Summary Report for August 2021.)

City of Opelika
General Fund Expenditures
Comparison of Actual and Budget to Prior Year
FYTD August 2021 Preliminary

	YTD Actual			Budget to Actual		
	FY 2020	FY 2021	Variance	2021 Budget	2021 Actual	Variance
General government:						
Legislative	\$ 325,144	\$ 301,008	\$ (24,136)	\$ 360,453	\$ 301,008	\$ (59,445)
Executive	235,625	249,697	14,072	439,245	249,697	(189,548)
Legal	401,985	342,047	(59,938)	381,981	342,047	(39,934)
Administration	499,416	655,992	156,576	789,480	655,992	(133,488)
Accounting	478,416	486,937	8,521	546,821	486,937	(59,884)
Human resources	386,838	337,711	(49,127)	520,407	337,711	(182,696)
Information technology	2,072,893	2,717,380	644,487	3,103,280	2,717,380	(385,900)
Revenue	371,950	408,928	36,978	497,282	408,928	(88,354)
Municipal court	322,816	301,623	(21,193)	339,227	301,623	(37,604)
Purchasing	270,385	271,138	753	289,219	271,138	(18,081)
Community development	199,249	261,281	62,032	275,601	261,281	(14,320)
Planning	431,135	577,631	146,496	799,193	577,631	(221,562)
Other - nondepartmental	581,434	651,178	69,744	653,626	651,178	(2,448)
Total general governme	6,577,286	7,562,555	985,269	8,995,815	7,562,555	(1,433,260)
Public safety:						
Police	9,531,913	10,218,121	686,208	11,973,492	10,218,121	(1,755,371)
Probation	106,610	128,853	22,243	146,113	128,853	(17,260)
Fire	5,451,363	5,555,509	104,146	5,856,768	5,555,509	(301,259)
Other - nondepartmental	314,982	421,476	106,494	386,353	421,476	35,123
Total public safety	15,404,868	16,323,959	919,091	18,362,726	16,323,959	(2,038,767)
Public works:						
Streets	1,296,185	1,126,303	(169,882)	1,104,939	1,126,303	21,364
Engineering	710,401	781,619	71,218	1,055,357	781,619	(273,738)
Administration	464,821	539,356	74,535	574,768	539,356	(35,412)
Cemetery	215,645	210,913	(4,732)	257,263	210,913	(46,350)
Auto shop	495,177	667,673	172,496	1,646,868	667,673	(979,195)
Building maintenance	527,720	505,502	(22,218)	574,928	505,502	(69,426)
Inspection	418,868	466,732	47,864	569,487	466,732	(102,755)
Grounds maintenance	890,448	977,466	87,018	987,275	977,466	(9,809)
Total public works	5,019,265	5,275,565	256,300	6,770,885	5,275,565	(1,495,320)
Culture and recreation:						
Parks and recreation	4,093,175	4,621,214	528,039	5,328,838	4,621,214	(707,624)
Library	870,964	887,563	16,599	1,106,804	887,563	(219,241)
Other - nondepartmental	326,844	118,000	(208,844)	108,625	118,000	9,375
Total culture and recrea	5,290,983	5,626,780	335,797	6,544,267	5,626,780	(917,487)
Economic development:						
Development	346,543	356,211	9,668	548,179	356,211	(191,968)
Other - nondepartmental	630,349	765,488	135,139	1,129,634	765,488	(364,146)
Total economic develop	976,892	1,121,702	144,810	1,677,813	1,121,702	(556,111)
Health:						
Animal control	69,671	74,692	5,021	73,776	74,692	916
Mobile Clinic	-	-	-	-	-	-
Other	263,085	241,061	(22,024)	233,894	241,061	7,167
Total health	332,756	315,752	(17,004)	307,670	315,752	8,082
Education	3,040,667	3,057,667	17,000	3,058,917	3,057,667	(1,250)
Welfare	100,442	152,917	52,475	148,195	152,917	4,722
Capital outlay	10,404,429	17,488,262	7,083,833	31,227,712	17,488,262	(13,739,450)
Debt service						
Principal retirement	-	-	-	623,530	-	(623,530)
Interest and charges	-	-	-	16,386	-	(16,386)
Total debt service	-	-	-	639,916	-	(639,916)
Total expenditures	47,147,571	56,925,158	9,777,571	77,733,916	56,925,158	(20,808,754)
Other financing uses						
Transfers out:						
Transfers to PR/Jail const	3,209,439	4,056,796	847,357	3,116,667	4,056,796	940,129
Transfers to other funds	5,654,787	3,806,826	(1,847,961)	9,818,771	3,806,826	(6,011,945)
Total transfers out	8,864,226	7,863,623	(1,000,603)	12,935,438	7,863,623	(5,071,815)
Total expenditures and other f	\$ 56,011,797	\$ 64,788,781	\$ 8,776,968	\$ 90,669,350	\$ 64,788,781	\$ (25,880,569)

Attachment: August 2021 Financial Statements (5874 : City's Financial Summary Report for August 2021.)

City of Opelika
Capital Outlay (Interim Report)
Comparison of Actual and Budget to Prior Year
FYTD August 2021 Preliminary

	FYTD Actual			Budget to Actual		
	FY 2020	FY 2021	Variance	2021 Budget	2021 Actual	Variance
GENERAL FUND						
General Government:						
Legislative	-	-	-	-	-	-
Executive	-	-	-	-	-	-
Legal	-	-	-	-	-	-
Administration	-	-	-	-	-	-
Accounting	21,470	281,003	259,533	1,387,331	281,003	1,106,328
Human Resources	-	-	-	-	-	-
Information Technology	842,360	322,274	(520,086)	354,720	322,274	32,446
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Health	-	-	-	92,527	-	92,527
Other	-	-	-	653,564	-	653,564
Total general government	\$ 863,830	\$ 603,277	\$ (260,553)	\$ 2,488,142	\$ 603,277	\$ 1,884,865
Public Safety:						
Police	3,023,559	607,625	(2,415,934)	1,000,493	607,625	392,868
Probation	-	-	-	-	-	-
Fire	650,300	525,947	(124,353)	2,620,650	525,947	2,094,703
Total public safety	\$ 3,673,859	\$ 1,133,572	\$ (2,540,287)	\$ 3,621,143	\$ 1,133,572	\$ 2,487,571
Public Works:						
Streets	1,561,853	2,650,370	1,088,517	4,099,591	2,650,370	1,449,221
Engineering	2,514,932	3,395,137	880,205	6,900,230	3,395,137	3,505,093
Administration	124,711	462,653	337,942	423,642	462,653	(39,011)
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	\$ 4,201,496	\$ 6,508,160	\$ 2,306,664	\$ 11,423,463	\$ 6,508,160	\$ 4,915,303
Culture and Recreation:						
Parks and Recreation	1,188,332	739,446	(448,886)	2,744,759	739,446	2,005,313
Library	491,271	8,503,806	8,012,535	10,950,217	8,503,806	2,446,411
Total culture and recreation	\$ 1,679,603	\$ 9,243,252	\$ 7,563,649	\$ 13,694,976	\$ 9,243,252	\$ 4,451,724
Economic development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health, Education and Welfare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total capital outlay expenditures	\$ 10,418,788	\$ 17,488,261	\$ 7,069,473	\$ 31,227,724	\$ 17,488,261	\$ 13,739,463
PROPRIETARY FUNDS						
Electric	2,065,794	2,679,499	613,705	7,256,209	2,679,499	4,576,710
Sewer	289,527	1,129,551	840,024	3,079,945	1,129,551	1,950,394
Solid Waste	394,018	659,083	265,065	665,358	659,083	6,275
Total Proprietary funds	\$ 2,749,339	\$ 4,468,133	\$ 1,718,794	\$ 11,001,512	\$ 4,468,133	\$ 6,533,379
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	9,574	-	(9,574)	68,848	-	68,848
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	-	-	-
Road Construction - Street Resurfacing & Paving	-	-	-	-	-	-
2011 Road Construction - Street paving	-	385,493	385,493	733,334	385,493	347,841
Future Capital Improvement Projects	-	-	-	-	-	-
Capital Improvement funds - Other	257,887	947,527	689,640	4,184,110	947,527	3,236,583
Industrial Road Grant funds - Other	-	-	-	-	-	-
Total Other Governmental funds	\$ 267,461	\$ 1,333,020	\$ 1,065,559	\$ 4,986,292	\$ 1,333,020	\$ 3,653,272
Total	\$ 13,435,588	\$ 23,289,414	\$ 9,853,826	\$ 47,215,528	\$ 23,289,414	\$ 23,926,114

Attachment: August 2021 Financial Statements (5874 : City's Financial Summary Report for August 2021.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/21/21 07:00 PM
Department: City Clerk
Category: Building Permit Report.
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

MAYOR'S REMARKS (ID # 5875)

DOC ID: 5875

August 2021 Monthly Building Report.

COMMENTS - Current Meeting:

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



BUILDING INSPECTIONS
 700 Fox Trail
 Opelika, AL 36801
 (p) 334-705-5420
 (f) 334-705-5159
 www.opelika-al.gov

Monthly Permits for August 2021

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	0	0
Plumbing Upgrades	0	0
Electrical Upgrades	0	3
Mechanical Upgrades	2	6
Reroofs And Roof Repairs	1	3
Mobile Home Services	0	2
Building Additions/Accessory Structures	0	7

Monthly Totals for August

2012	\$	5,898,884.00
2013	\$	3,404,341.00
2014	\$	3,221,957.00
2015	\$	11,528,904.00
2016	\$	7,067,486.00
2017	\$	11,413,886.00
2018	\$	25,478,441.90
2019	\$	7,264,487.59
2020	\$	19,733,017.00
2021	\$	15,230,418.54

Total Permits Issued

1	New Buildings: Commercial	\$	178,000.00
7	Commercial Renovations And Repairs	\$	2,113,144.00
5	Signs	\$	54,780.00
46	New Single Family Homes	\$	11,054,636.00
18	Residential Repairs And Renovations	\$	349,928.54
0	New Apartment Units	\$	-
11	New Duplex Residences	\$	1,479,930.00
0	Total Building Permits Issued	\$	-

88

Total Permits for August 2021

\$15,230,418.54

TAKEN FROM THE RECORDS OF THE
 BUILDING INSPECTOR

Jeff Kappelman
 Jeff Kappelman
 Chief Building Inspector





BUILDING INSPECTIONS
 700 Fox Trail
 Opelika, AL 36801
 (p) 334-705-5420
 (f) 334-705-5159
 www.opelika-al.gov

Fiscal Year To Date Report - 2021

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	1
Building Repairs	39	93
Plumbing Upgrades	18	53
Electrical Upgrades	35	100
Mechanical Upgrades	26	98
Reroofs And Roof Repairs	13	81
Mobile Home Services	0	15
Building Additions/Accessory Structures	12	94

Yearly Totals For Oct. 1st - Sept. 30th	
2012	\$ 178,221,004.00
2013	\$ 61,881,917.00
2014	\$ 79,409,560.00
2015	\$ 192,080,600.00
2016	\$ 127,079,852.00
2017	\$ 166,673,506.00
2018	\$ 111,654,002.74
2019	\$ 111,553,698.66
2020	\$ 171,453,802.96

Total Permits Issued:

27	New Buildings: Commercial	\$ 18,852,759.03
66	Commercial Renovations And Repairs	\$ 18,390,739.90
47	Signs	\$ 524,171.93
453	New Single Family Homes	\$ 109,111,119.60
264	Residential Repairs And Renovations	\$ 5,451,390.42
168	New Apartment Units	\$ 23,198,920.00
35	New Duplex Residences	\$ 5,717,398.00

1,060

Permit Total Issued for FY 2021

\$ 181,246,498.88


 JEFF KAPPELMAN
 Chief Building Inspector



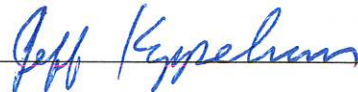
City of Opelika Building Inspections Department

August 2021 Monthly Building Permit Detailed Report

Issue Date	Main Address	Work Class	Company	Valuation
8/2/2021	2350 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 181,864.00
8/2/2021	1732 CUSHMAN DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 285,913.00
8/2/2021	503 S 8TH ST	Roofs	SOL ROOFING LLC	\$ 8,500.00
8/2/2021	2338 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 187,976.00
8/3/2021	806 SKI SPRAY PT	New Single Family Detached	BC STONE HOMES, LLC	\$ 307,221.00
8/3/2021	302 HILLCREST AVE	Accessory Buildings	James Schaefer	\$ 4,300.00
8/3/2021	2873 SPRING LAKES XING	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	\$ 262,656.00
8/4/2021	2443 ENTERPRISE DR	Signs	MIDSTATE SIGNS, LLC	\$ 7,000.00
8/4/2021	701 2ND AVE	Signs	MIDSTATE SIGNS, LLC	\$ 8,100.00
8/4/2021	203 PRESTON CT	Accessory Buildings	Olufemi Ajayi	\$ 3,400.00
8/5/2021	1102 W COLLINWOOD CIR	Alteration	GTR CONTRACTORS LLC	\$ 54,000.00
8/5/2021	600 2ND AVE	Signs	FLORIDA CERTIFIED SIGN ERECTORS	\$ 15,000.00
8/5/2021	622 WYMOND CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 280,087.00
8/5/2021	3045 ANDERSON RD	New Single Family Detached	MICHAEL ALLEN HOMES INC	\$ 500,275.00
8/5/2021	3000 PEPPERELL PKWY 11	Signs	COASTAL OAKS LLC dba SIGNARAMA	\$ 2,000.00
8/5/2021	107 N 9TH ST A	Roofs	ROOFSCAPES INC	\$ 43,000.00
8/5/2021	309 S 10TH ST	Alteration	J MARSH ENTERPRISES INC	\$ 125,000.00
8/5/2021	909 LAKESHORE AVE	Alteration	Window World River Region	\$ 9,950.00
8/5/2021	1903 INDIA RD	Addition	HOLT LEWIS LLC	\$ 89,000.00
8/5/2021	2897 WYMOND DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 293,008.00
8/5/2021	1242 BURROW CIR	New Single Family Attached	HOLLAND HOMES LLC	\$ 107,783.00
8/6/2021	34 MERLIN ST	New Single Family Detached	BC STONE HOMES, LLC	\$ 162,881.00
8/6/2021	18 MERLIN ST	New Single Family Attached	BC STONE HOMES, LLC	\$ 235,254.00
8/6/2021	3101 ANDERSON RD	Alteration	BAILEY HARRIS CONST CO	\$ 78,000.00
8/6/2021	26 MERLIN ST	New Single Family Attached	BC STONE HOMES, LLC	\$ 208,977.00

8/6/2021	22 MERLIN ST	New Single Family Attached	BC STONE HOMES, LLC	\$ 162,881.00
8/6/2021	42 MERLIN ST	New Single Family Detached	BC STONE HOMES, LLC	\$ 148,593.00
8/6/2021	30 MERLIN ST	New Single Family Detached	BC STONE HOMES, LLC	\$ 208,977.00
8/6/2021	38 MERLIN ST	New Single Family Detached	BC STONE HOMES, LLC	\$ 203,619.00
8/9/2021	712 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 297,325.00
8/9/2021	641 WYMOND CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 268,274.00
8/9/2021	2001 AUTREY ST	Addition	THE CHATTAHOOCHEE FULLER CENTER	\$ 40,000.00
8/10/2021	1010 INDIA RD 2	Addition	SEABORN JOHNSON CONSTRUCTION INC	\$ 25,000.00
8/11/2021	2803 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 248,602.00
8/11/2021	2723 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 220,426.00
8/11/2021	2763 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 222,061.00
8/11/2021	2747 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 230,685.00
8/11/2021	2807 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 269,516.00
8/11/2021	2789 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 244,504.00
8/11/2021	1810 OAK BOWERY RD	Detached Garage	Arthur and Gail Fussell	\$ 9,981.00
8/12/2021	809 NORTHHILLS DR	Accessory Buildings	Derek Cagle	\$ 15,000.00
8/12/2021	3326 EAGLE TRL	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 186,913.00
8/12/2021	2735 ARLEE AVE	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 243,004.00
8/12/2021	3242 EAGLE TRL	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 206,272.00
8/12/2021	770 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 268,274.00
8/13/2021	1289 FOXTAIL LN	New Single Family Detached	HOLLAND HOMES LLC	\$ 127,182.00
8/13/2021	4119 PERFECT PASS	New Single Family Detached	HARPER HOMES, INC	\$ 423,375.00
8/13/2021	1250 BURROW CIR	New Single Family Attached	HOLLAND HOMES LLC	\$ 107,783.00
8/13/2021	1246 BURROW CIR	New Single Family Attached	HOLLAND HOMES LLC	\$ 104,963.00
8/16/2021	4701 NORTHPARK DR	Alteration	EVANS GENERAL CONTRACTORS, LLC	\$ 1,679,144.00
8/18/2021	2803 DOE AVE	Accessory Buildings	STURDI BUILDINGS INC	\$ 9,643.00
8/18/2021	2113 ROCKLEDGE CIR	Accessory Buildings	John Phillip	\$ 7,000.00
8/18/2021	2023 NIGHTSONG LN	New Single Family Detached	STONE MARTIN BUILDERS	\$ 285,913.00
8/19/2021	642 MCKINLEY LN	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 293,008.00
8/19/2021	1315 MADISON AVE A	Communication Towers	GENERAL DYNAMICS INFO TECH INC	\$ 7,000.00
8/19/2021	721 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 238,340.00
8/20/2021	2205 HERITAGE DR	Roofs	PLATINUM ROOFING SOLUTIONS INC	\$ 12,489.99

8/20/2021	511 RUSTIC ST	New Single Family Detached	KEEL CONSTRUCTION INC	\$ 155,192.00
8/23/2021	775 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 253,128.00
8/23/2021	2955 WYMOND DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 312,716.00
8/24/2021	1333 LOWNDES ST	New Single Family Detached	WAYNE GENTRY BUILDER	\$ 214,828.00
8/24/2021	2512 ROCKY POINT DR	Alteration	HOLT LEWIS LLC	\$ 18,000.00
8/24/2021	1311 LOWNDES ST	New Single Family Detached	WAYNE GENTRY BUILDER	\$ 206,207.00
8/24/2021	1407 LOWNDES ST	New Single Family Detached	GRAY'S PLUMBING	\$ 206,207.00
8/24/2021	712 HIGH FIELD CT	Accessory Buildings	Alan Spencer	\$ 3,156.75
8/24/2021	1325 LOWNDES ST	New Single Family Detached	WAYNE GENTRY BUILDER	\$ 206,207.00
8/25/2021	3307 HAMILTON RD	New Single Family Detached	Glenn Wood	\$ 262,258.00
8/25/2021	1104 NORTHWICK LN	New Single Family Detached	ADAMSON CONSTRUCTION GROUP LLC	\$ 268,323.00
8/26/2021	645 MCKINLEY LN	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 237,462.00
8/26/2021	718 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 237,162.00
8/26/2021	2750 ENTERPRISE DR	Tenant Build Out	MCCURLEY & ASSOCIATES LLC	\$ 156,000.00
8/26/2021	1205 CATHERINE DR	Accessory Buildings	Ulysses Cooper	\$ 3,073.80
8/26/2021	610 WYMOND CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 237,684.00
8/26/2021	706 WYNDHAM VILLAGE CT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 279,982.00
8/26/2021	2883 WYMOND DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 269,009.00
8/26/2021	2502 HERITAGE DR	Alteration	WINDOW WORLD RIVER REGION	\$ 4,944.00
8/27/2021	3015 WYNDHAM INDUSTRIA	New	MOORES CONSTRUCTION	\$ 178,000.00
8/27/2021	1917 LEGACY CIR	New Single Family Detached	Clayton Properties INC DBA Harris Doyle	\$ 134,604.00
8/27/2021	1925 LEGACY CIR	New Single Family Attached	Clayton Properties INC DBA Harris Doyle	\$ 122,608.00
8/27/2021	1901 LEGACY CIR	New Single Family Attached	Clayton Properties INC DBA Harris Doyle	\$ 99,645.00
8/27/2021	1933 LEGACY CIR	New Single Family Attached	Clayton Properties INC DBA Harris Doyle	\$ 99,645.00
8/27/2021	1909 LEGACY CIR	New Single Family Attached	Clayton Properties INC DBA Harris Doyle	\$ 122,608.00
8/27/2021	3096 YARDS LN	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 169,140.00
8/30/2021	907 WESTPOINT PKWY	Swimming Pool	Aaron Warren	\$ 45,000.00
8/31/2021	1255 BURROW CIR	New Single Family Attached	HOLLAND HOMES LLC	\$ 107,783.00
8/31/2021	2301 BIRMINGHAM HWY	Signs	SIGNS INC	\$ 22,680.00
8/31/2021	1259 BURROW CIR	New Single Family Detached	HOLLAND HOMES LLC	\$ 107,783.00
8/31/2021	500 OVERLOOK DR	Roofs	SUPERIOR ROOFING CO	\$ 12,490.00
				\$ 15,230,418.54



Jeff Kappelman, Chief Building Inspector

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 5869)**

Meeting: 09/21/21 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 5869

Request from Opelika Main Street for Event on 10-08-21.

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



September 14, 2021

Dear Russell,

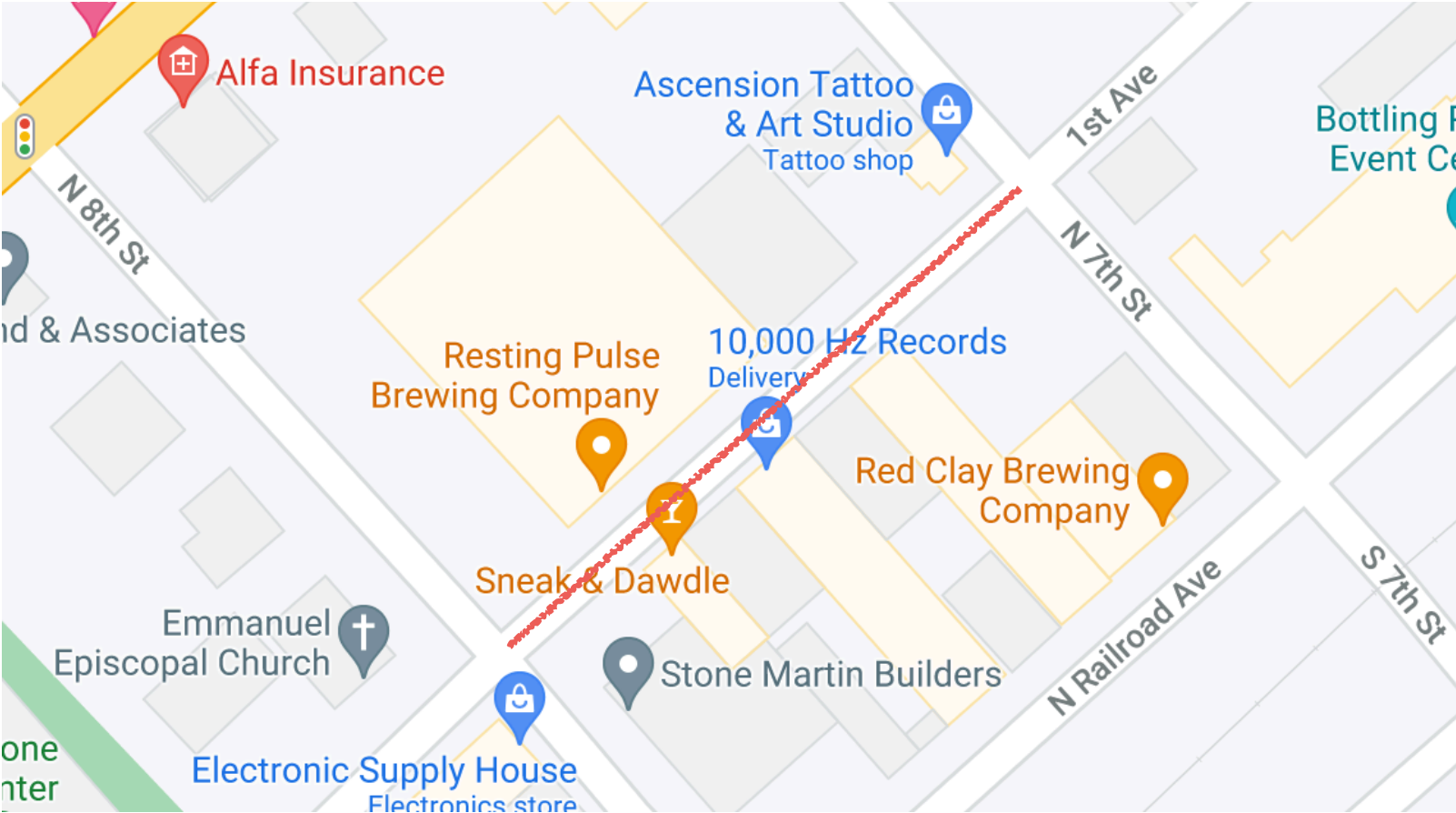
Opelika Main Street is requesting on behalf of Richard Patton that the council approve a street closure on October 8 for a concert.

-1st Avenue between N 8th Street and N 7th Street

Street closures would be in effect from 5AM-midnight.

Thank you for your consideration,

Ken Ward
Executive Director, Opelika Main Street



**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 5876)**

Meeting: 09/21/21 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 5876

Request from Opelika Main Street for Opelika Songwriters Festival on 10-17-21.

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



September 15, 2021

Dear Russell,

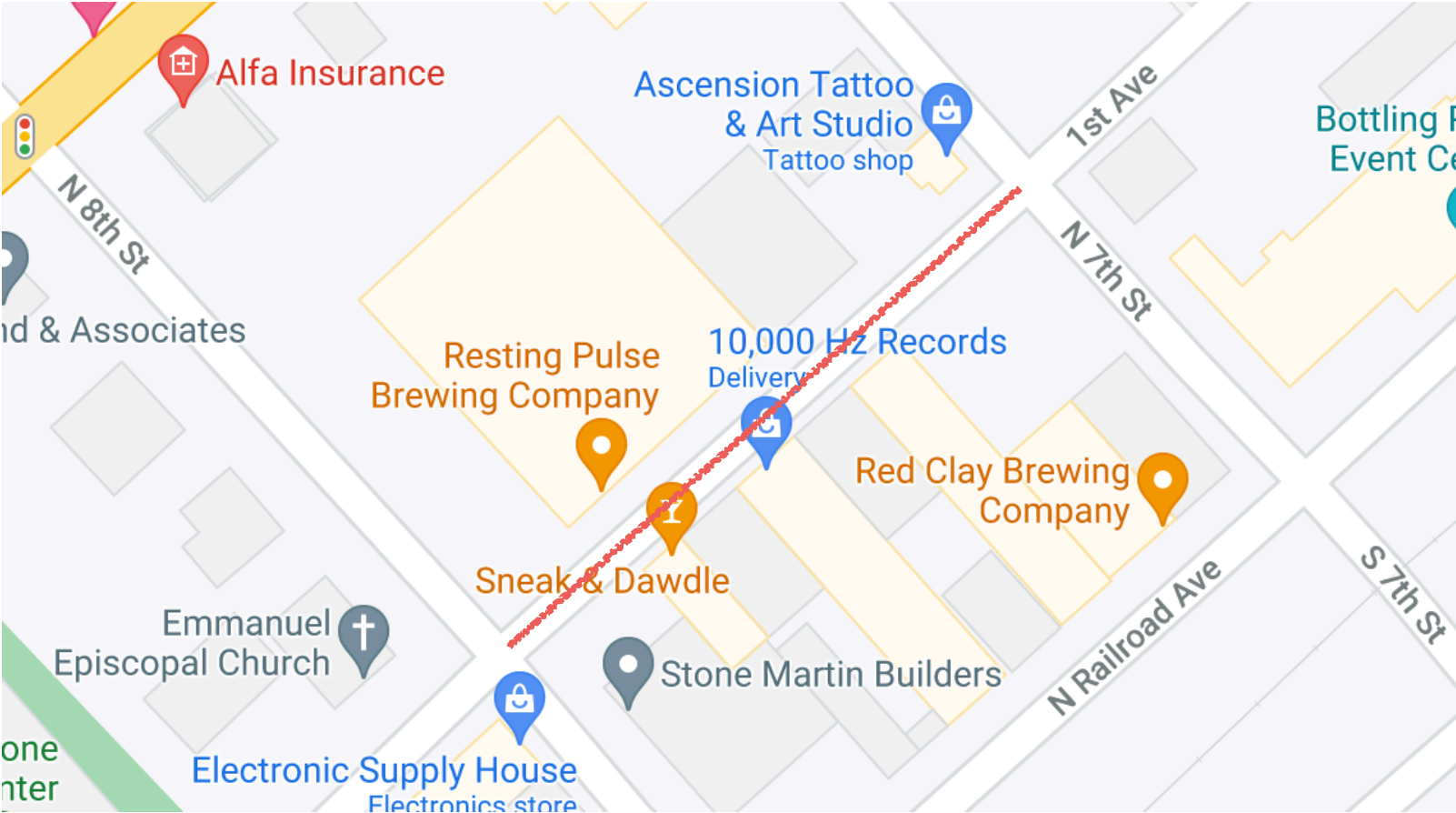
Opelika Main Street is requesting on behalf of The Sound Wall that the council approve a street closure on October 17 for the Opelika Songwriters Festival.

-1st Avenue between N 8th Street and N 7th Street

Street closures would be in effect from 5AM-7PM.

Thank you for your consideration,

Ken Ward
Executive Director, Opelika Main Street



Attachment: 1st Ave Street Closure Map (5876 : Request from Opelika Main Street for Opelika

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 5879)**

Meeting: 09/21/21 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 5879

Request from First Baptist Church Opelika for Fall Festival Event on 10-31-21.

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



REQUEST TEMPORARY STREET CLOSURE

DATE this request made: Sept. 13, 2021

NAME OF INDIVIDUAL: Brian Hipp

ADDRESS: 301 South 8th Street

Opelika, AL ZIP 36801

PHONE # 334-332-6096

EMAIL Address brianh@fbcopelika.com

NAME OF ORGANIZATION: First Baptist Church Opelika

ADDRESS: 301 South 8th Street

Opelika, AL ZIP 36801

PHONE # 334-745-5715

REASON FOR REQUEST: We are requesting road closure for a community wide Fall Festival

Information needed:

1. Date of event. 10/31/2021
2. Start and end time. 12:00PM to 8:00pm
3. Est. number of participants. 5,000
4. Map of route or detailed route description with start/end points.
5. Specific location on route of street barricades if needed. 10th Street at Ave B and C and 8th Street at Ave B and C
6. If barricades are needed, you must provide volunteers to man all barricades during the entire event. We will have Volunteers to cover barricade. Covered by our security team. Made up mainly by current or past law enforcement.
7. If needed, please provide a list of where you will place signs in the city's right-of-way. This will be approved as part of your overall plan. Signs will need to be put out day of event and taken up immediately following end of event.

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

SIGNED: 

NAME (printed): Brian Hipp

Email completed form & information to:

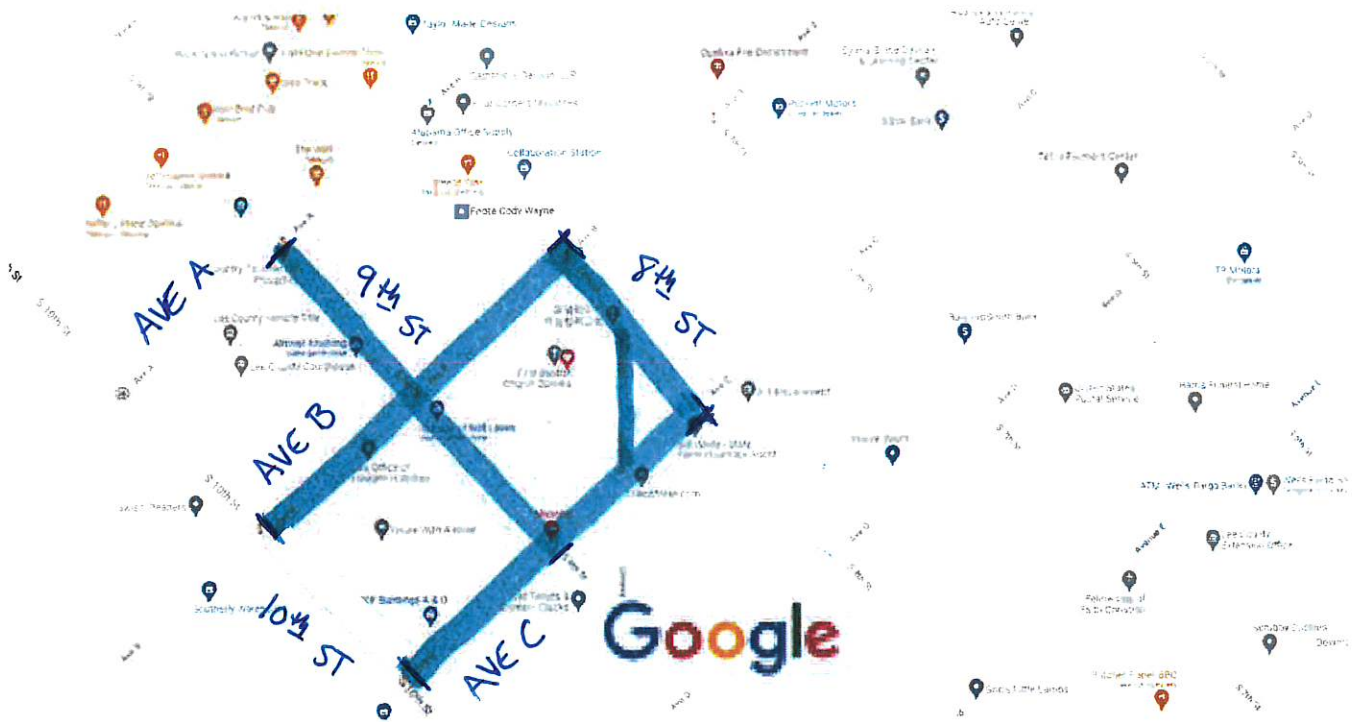
Russell A. Jones
City Clerk
rjones@opelika-al.gov
334-705-5110

Contacts:

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

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

Google Maps



Map data ©2021

100 ft

NOT ASKING TO CLOSE
10TH STREET. JUST
WANTS BARRICADES PLACED
WHERE AVE B & AVE C
MEET 10TH STREET.



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 09/21/21 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

GENERAL BUSINESS (ID # 5866)

DOC ID: 5866

Request from EAMC for Temporary Street Closure on 12-03-21.

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



REQUEST TEMPORARY STREET CLOSURE

DATE this request made: 9-8-2021

NAME OF INDIVIDUAL: Craig Butts

ADDRESS: East Thompson Circle

Opelika AL ZIP 36801

PHONE # 334-444-0548

EMAIL Address _____

NAME OF ORGANIZATION: EAMC

ADDRESS: 2000 Pepperell Parkway

Opelika AL ZIP 36801

PHONE # 334-749-3411

REASON FOR REQUEST: Annual Ham and Turkey Day

Information needed:

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

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

SIGNED:

NAME (printed):


CRAIG BUTTS

Email completed form & information to:

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

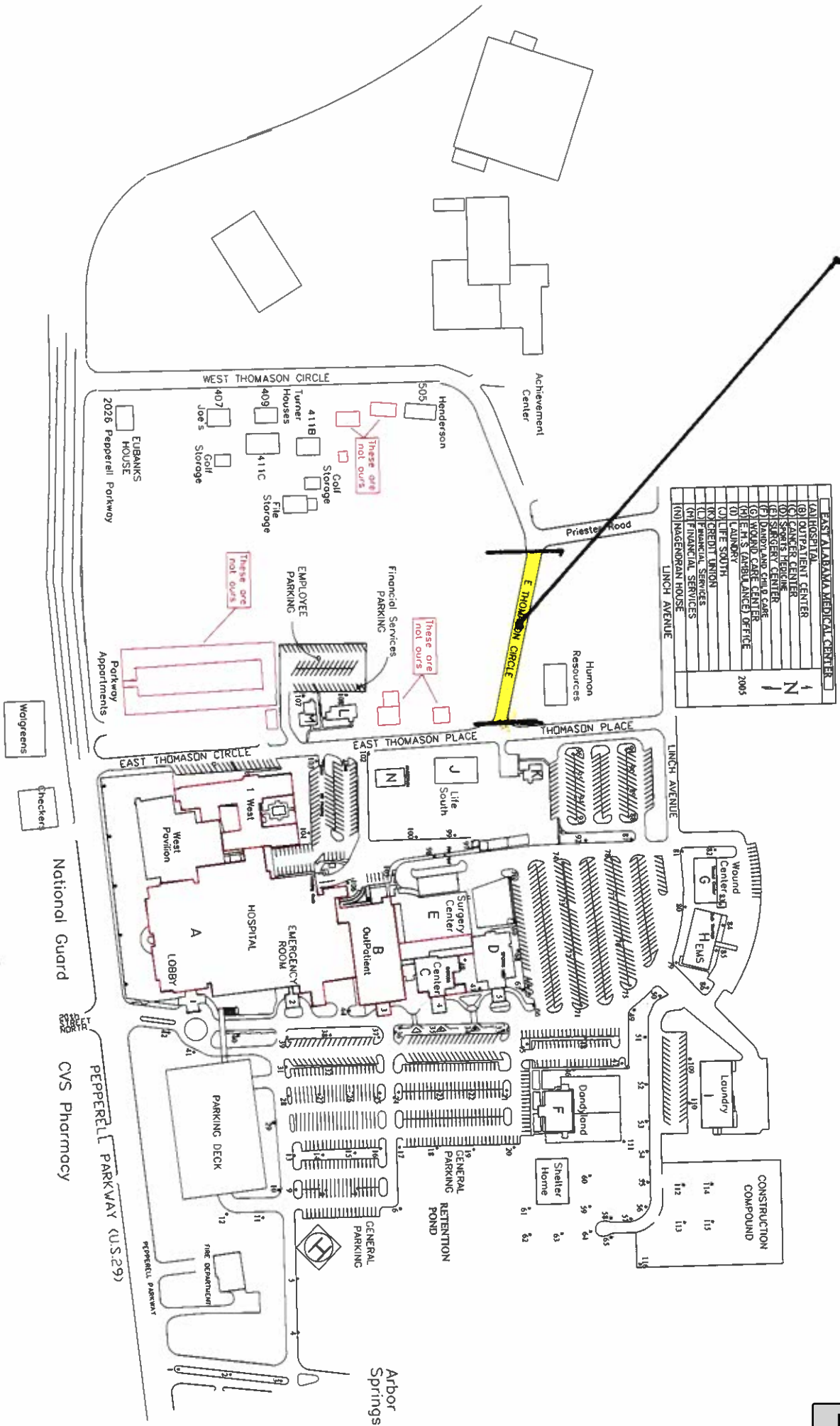
Contacts:

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

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

Attachment: Request Temp Street Closure - EAMC 12-03-21 (5866 : Request from EAMC for Temporary Street Closure on 12-03-21.)

Mr. Jones! This is the Street we would like to close on December 4th.



RESOLUTION NO. 228-21

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
-----	-----	-----
Heather Daniel	Municipal Court	\$137.76
Taylor McAllister	Community Relations	\$214.37

-) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check(s) can be prepared covering the attached expense report(s).
- 5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

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

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

ATTEST:

Russell A. Jones

City Clerk

EXPENSE REPORT

NAME	Heather Daniel	DEPARTMENT	Municipal Court	PERIOD ENDING
------	----------------	------------	-----------------	---------------

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

DATE	CITY AND STATE	LODGING	AIR, RAIL, ETC	TRANSPORTATION			BUSINESS MEALS			MISC EXPENSES Itemize Below	DAILY TOTAL
				RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below				
							BREAKFAST	LUNCH	DINNER		
7/30/2021	Montgomery, Alabama					\$ 68.88					\$ 68.88
8/6/2021	Montgomery, Alabama					\$ 68.88					\$ 68.88
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
WEEKLY CATEGORY TOTALS \$		\$ -	\$ -	\$ -	\$ -	\$ 137.76	\$ -	\$ -	\$ -	\$ -	\$ 137.76

[illegible]

ITEMIZED AUTOMOBILE EXPENSES		
DATE	\$. PARKING, REPAIRS, ETC	AMOUNT
30-Jul	123 miles x 0.560	\$ 68.88
6-Aug	123 miles x 0.560	\$ 68.88
	Mileage from OPD to 300 Dexter Ave	
	Montgomery Alabama 36104	

ITEMIZED MISCELLANEOUS EXPENSES			
DATE	ITEMS		AMOUNT

NUMBER OR DAYS AWAY FROM HOME

5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

C

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Municipal Magistrates Orientation

METHOD OF REIMBURSEMENT

MAIL TO:

Snail Mail- Municipal Court

SIGNATURE

APPROVED BY

RESOLUTION NO. 229-21

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	Trimble Geo 7X GPS Unit	NA
2.	20	Lot	Touch Time III Time Clock	NA
3.	6	Lot	File Cabinets	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. 230-21

Approve First Amendment to Supplemental Law Enforcement Services Agreement with EAMC
- OPD.

RESOLUTION NO. _____

**RESOLUTION APPROVING FIRST AMENDMENT TO SUPPLEMENTAL LAW
 ENFORCEMENT SERVICES AGREEMENT WITH THE EAST ALABAMA HEALTH
 CARE AUTHORITY, D/B/A EAST ALABAMA MEDICAL CENTER**

WHEREAS, on February 6, 2019, The East Alabama Health Care Authority, d/b/a East Alabama Medical Center (hereinafter referred to as the “Hospital”) entered into a Supplemental Law Enforcement Services Agreement (the “Agreement”) with the City of Opelika (hereinafter referred to as the “City”) for the performance of the supplemental law enforcement services by the Opelika Police Department; and

WHEREAS, the City and the Hospital desire to amend the Agreement to modify Section 5 entitled “Compensation”; and

WHEREAS, a proposed First Amendment to Supplemental Law Enforcement Services Agreement (the “Amendment”) 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 Amendment.

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

1. That the proposed First Amendment to Supplemental Law Enforcement Services Agreement to be entered into between the City and the Hospital, a copy of which is attached hereto and marked as Exhibit “A”, be and the same is hereby accepted, 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 Amendment.

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

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

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

FIRST AMENDMENT TO SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT

This First Amendment to Supplemental Law Enforcement Services Agreement is made this the ____ day of _____, 2021 by and between the City of Opelika, Alabama, a municipal corporation, (hereinafter referred to as the “City”) and The East Alabama Health Care Authority, d/b/a East Alabama Medical Center, an Alabama non-profit company, (hereinafter referred to as the “Hospital”). The City and the Hospital collectively will be hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into a certain Supplemental Law Enforcement Services Agreement (the “Agreement”) dated February 6, 2019, with respect to certain supplemental law enforcement services to be provided by the City to the Hospital; and

WHEREAS, the Parties desire to amend the Agreement to reflect the terms specified herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 5 of the Agreement is hereby amended by deleting all of the current provisions of Section 5 and inserting in lieu thereof the following:

“Section 5. Compensation.

For and in consideration of the rendition of the supplemental law enforcement services to be performed by the City for the Hospital under this Agreement, the Hospital shall pay to the City for such services the annual sum of \$305,000, payable in monthly installments of \$25,416.67.”

2. This First Amendment, when executed by the Parties, shall be effective as of October 1, 2021.

3. Except as amended and/or modified by this First Amendment, all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this First Amendment.

4. This First Amendment may be executed in any number of counterparts, each of which is deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Hospital have caused this Agreement to be executed on their behalf by their duly authorized representatives.

CITY OF OPELIKA, ALABAMA

By: _____
ITS MAYOR

ATTEST:

CITY CLERK

THE EAST ALABAMA HEALTH
CARE AUTHORITY
d/b/a EAST ALABAMA MEDICAL CENTER

By: _____
LAURA GRILL, ITS PRESIDENT

RESOLUTION NO. 231-21

Authorize Two Agreements with Motorola Solutions, Inc. Providing Maintenance Services -
OPD.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO
TWO SERVICES AGREEMENTS WITH MOTOROLA SOLUTIONS, INC.
PROVIDING MAINTENANCE SERVICES FOR OPELIKA’S 800 MHz
COMMUNICATION SYSTEM**

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the “City”) owns and operates an 800 MHz communication system manufactured by Motorola Solutions, Inc. (“Motorola”); and

WHEREAS, in 2013 the City purchased, leased and acquired from Motorola an Astro 25 voice and data communications upgrade with accessory equipment and a 30-foot guyed tower replacement; and

WHEREAS, the original warranty period on said communications equipment has expired; and

WHEREAS, Motorola has provided maintenance services for the City’s communications system for many years; and

WHEREAS, Motorola has prepared and submitted to the City Council a Services Agreement for Contract No. USC000005392, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Services Agreement attached hereto as Exhibit “A” provides

maintenance service for the dispatch consoles, communications tower and related equipment;
and

WHEREAS, Motorola has prepared and submitted to the City Council a Services Agreement for Contract No. USC000132526, a copy of which is attached hereto as Exhibit “B”;
and

WHEREAS, the Services Agreement attached hereto as Exhibit “B”, provides maintenance service for the City’s handheld and mobile radio units; and

WHEREAS, the City Council has determined that the general terms of such Services Agreements are acceptable to the City and are in the best interest of the City and its citizens.

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

1. That the proposed Services Agreements to be entered into between the City and Motorola, copies of which are attached hereto as Exhibits “A” and “B”, are hereby accepted, 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 Agreements.

2. That the Mayor is hereby authorized and directed to execute and deliver said Services Agreements in the name and on behalf of the City and such other notices, certificates, assurances or other instruments or other communications as may be necessary or appropriate in order to carry into effect the purpose and intent of this Resolution and said Service Agreements 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 Services Agreements.

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



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1460830
Contract Number: USC000005392
Contract Modifier: R29-APR-21 18:30:45

Date: 04/29/2021

Company Name: ÑĐÛÔxÕßô Ýxì Ç ÑÚ

Attn:

Billing Address: PO BOX 390

City, State, Zip: OPELIKA , AL, 36803

Customer Contact: Craig Vickers

Phone: (334) 705-5236

Required P.O. :

Customer # : 1035812107

Bill to Tag # :

Contract Start Date : 01-Oct-2021

Contract End Date : 30-Sep-2022

Anniversary Day : Sep 30th

Payment Cycle : MONTHLY

PO # :

Qty	Service Name	Service Description	Extended Amt	
	LSV01S00020A	ASTRO ESSENTIAL SERVICE RENEWAL	\$4,174.63	
	LSV01S00019A	ASTRO ESSENTIAL SERVICE RENEWAL	\$293.43	
	LSV00Q00572A	LOCAL DEVICE SUPPORT	\$21,546.63	
	LSV01S00144A	ASTRO ESSENTIAL SERVICE RENEWAL	\$60.98	
	LSV01S00143A	ASTRO ESSENTIAL SERVICE RENEWAL	\$4,889.05	
		Subtotal - Recurring Services	\$2,580.39	\$30,964.72
		Subtotal - One-Time Event Services	\$0.00	\$0.00
		Total	\$2,580.39	\$30,964.72
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		

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SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1460830
Contract Number: USC000005392
Contract Modifier: R29-APR-21 18:30:45

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Company Name : OPELIKA, CITY OF
Contract Number : USC000005392
Contract Modifier : R29-APR-21 18:30:45
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

Attachment: Exhibit A (231-21 : Authorize Two Agreements with Motorola Solutions, Inc. Providing Maintenance Services - OPD.)



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Quote Number : QUOTE-1460830
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

1.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

1.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

1.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

1.1 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

1.2 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

1.3 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

1.4 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

1.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

Attachment: Exhibit A (231-21 : Authorize Two Agreements with Motorola Solutions, Inc. Providing Maintenance Services - OPD.)



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

Attachment: Exhibit A (231-21 : Authorize Two Agreements with Motorola Solutions, Inc. Providing Maintenance Services - OPD.)



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1460829
Contract Number: USC000132526
Contract Modifier: R29-APR-21 18:30:05

Date: 04/29/2021

Company Name: ΝΒΟΟxOΒô Yxì Ç ΝÚ

Attn:

Billing Address: PO BOX 390

City, State, Zip: OPELIKA , AL, 36803

Customer Contact:

Phone:

Required P.O. :

Customer # : 1035812107

Bill to Tag # :

Contract Start Date : 01-Oct-2021

Contract End Date : 30-Sep-2022

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0487A	NICE-SUA II	\$36,673.35
	SVC02SVC0272A	NICE GOLD W/REMOTE ACCESS	\$6,573.89
		Subtotal - Recurring Services	\$3,603.94
		Subtotal - One-Time Event Services	\$0.00
		Total	\$3,603.94
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

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Attachment: Exhibit B (231-21 : Authorize Two Agreements with Motorola Solutions, Inc. Providing Maintenance Services - OPD.)



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Company Name : OPELIKA, CITY OF
Contract Number : USC000132526
Contract Modifier : R29-APR-21 18:30:05
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

Attachment: Exhibit B (231-21 : Authorize Two Agreements with Motorola Solutions, Inc. Providing Maintenance Services - OPD.)



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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

1.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

1.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

1.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

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1.2 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

1.3 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

1.4 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

1.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

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Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1460829
Contract Number: USC000132526
Contract Modifier: R29-APR-21 18:30:05

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

Attachment: Exhibit B (231-21 : Authorize Two Agreements with Motorola Solutions, Inc. Providing Maintenance Services - OPD.)

RESOLUTION NO. 232-21

Authorize Group Health and Dental Insurance Contract with Blue Cross Blue Shield of Alabama
- HR.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING GROUP HEALTH AND DENTAL INSURANCE
 CONTRACT WITH BLUE CROSS BLUE SHIELD OF ALABAMA**

WHEREAS, the City of Opelika, Alabama (the “City”) provides health and dental insurance coverage for its eligible full-time employees and their dependents; and

WHEREAS, Blue Cross and Blue Shield of Alabama (“BCBS”) is the largest provider of healthcare benefits in Alabama providing coverage to over 2.8 million people; and

WHEREAS, the City desires to partner with BCBS to provide insurance coverage for the City’s eligible employees and their dependents; and

WHEREAS, BCBS has prepared and submitted a Summary of Renewal Analysis and Fees 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 Summary; and

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

1. That in order to continue group health and dental insurance administration for the City of Opelika, the City shall enter into a written contract of insurance with Blue Cross Blue Shield of Alabama.

(a) The term of the contract shall be for one (1) year commencing October 1, 2021 and ending on September 30, 2022.

2. That the “Summary of Self-Funded Renewal Analysis” confirming that the administration fee is set at up to \$65.05 per member per month, is attached as Exhibit “A”

3. Mayor is hereby authorized and directed to execute in the name and on behalf of the City, an insurance contract with Blue Cross Blue Shield on substantially the terms mentioned above for a period of one year, effective October 1, 2021.

4. That the Mayor is hereby authorized to renew the group health and dental insurance policy on an annual basis provided the administration fees do not exceed the amounts indicated above per person.

5. That the Mayor and Human Resource Director are hereby authorized to execute and deliver all such agreements, documents and papers, and do or cause to be done all such acts and things as they may deem necessary and desirable to carry out the intent and purposes of this Resolution.

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

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



**BlueCross BlueShield
of Alabama**

Gary Fuller
City of Opelika
204 S 7th St
Opelika, AL 36801-4904

Group Number(s): 87600
Renewal Date: 10/1/2021
Legal Plan Year: 2021

Dear Gary Fuller:

Thank you for continuing to choose Blue Cross and Blue Shield of Alabama. It is a privilege partnering with you to provide insurance coverage for your employees. Enclosed is the 2021 renewal information for your group plan(s).

Included in your renewal packet, you will find the following items if applicable to your plan:

- Proposed rates for your group plan(s) - Rate Summary
- Inserts outlining any legal or benefit changes

If you have any questions or need additional information, please contact your account manager.
We look forward to serving you and your employees in the upcoming year.

Sincerely,

Rebekah Elgin Council

Rebekah Elgin Council
Senior Vice President and Chief Marketing Officer

Enclosures
REC/lm

450 Riverchase Parkway East P.O. Box 995 Birmingham, Alabama 35298-0001

An Independent Licensee of the Blue Cross and Blue Shield Association.

Attachment: BCBS 2021-2022 Renewal (232-21 : Authorize Group Health and Dental Insurance Contract with Blue Cross Blue Shield of Alabama



BlueCross BlueShield of Alabama

City of Opelika

Group Number(s): 87600

Rating Period: 10/1/2021 to 9/30/2022

Summary of Renewal Analysis and Fees - Self-Funded

	Health Coverage	Dental Coverage
Current Member Count	727	714
PMPM Claims Costs for 10/1/2021 - 9/30/2022	\$251.96	\$17.63
Current Contract Count	356	332
PCPM Claims Costs for 10/1/2021 - 9/30/2022	\$514.54	\$37.91
PCPM Administrative Costs for 10/1/2020 - 9/30/2021	\$60.10	\$4.95
PCPM Administrative Costs for 10/1/2021 - 9/30/2022	\$60.10	\$4.95
% of Runout Claims Administrative Costs for 10/1/2020 - 9/30/2021	11.50%	14.25%
% of Runout Claims Administrative Costs for 10/1/2021 - 9/30/2022	11.50%	14.25%

Summary of Contract Year Projected Expenses

	Health Coverage	Dental Coverage
Projected Annualized Contract Count	4,272	3,984
Projected Annualized Claims Expense	\$2,198,100	\$151,000
Projected Administrative Expense - Health and Dental Coverage	\$256,700	\$19,700
Total Projected Contract Year Expense	\$2,454,800	\$170,700
Financial Arrangement	Weekly Wire/ACH transfer	Weekly Wire/ACH transfer

RESOLUTION NO. 233-21

Transfer Current Year City Council Discretionary Fund Balances.

RESOLUTION NO. _____

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

1) That the Mayor and the Controller is hereby authorized and directed to make the necessary budget adjustment(s) so the remaining current year balance of each City Council discretionary account, for fiscal year 2020-2021, as detailed below, is moved to the appropriate reserve account for each Ward:

Ward I	-	\$ 6,018.00	Misc. Projects, current year balance.
Ward II	-	\$ 8,303.00	Misc. Projects, current year balance.
Ward III	-	\$ 6,776.00	Misc. Projects, current year balance.
Ward IV	-	\$ 10,000.00	Misc. Projects, current year balance.
Ward V	-	\$ 10,000.00	Misc. Projects, current year balance.

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

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

Attest:

Russell A. Jones
City Clerk

RESOLUTION NO. 234-21

Approve Change Order #2 for TTL Construction Inspection of Industrial Blvd - ENG.

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NUMBER 2 TO
CLIENT SERVICES AGREEMENT WITH TTL, INC. FOR
INDUSTRIAL BOULEVARD AND NORTHPARK DRIVE IMPROVEMENTS**

WHEREAS, the City Council of the City of Opelika, Alabama previously approved a Client Services Agreement (the “Agreement”), dated as of March 17, 2020, by and between the City of Opelika, Alabama (the “City”) and TTL, Inc. (“TTL”) for pavement engineering services in connection with improvements to Industrial Boulevard and Northpark Drive (the “Project”); and

WHEREAS, the scope of professional services included construction engineering and inspection services; and

WHEREAS, the Industrial Boulevard Project has taken longer to complete than expected because of weather, trucks impeding the construction process, and the lack of construction staffing and equipment effort by the contractor, Hudmon Construction Inc.; and

WHEREAS, due to circumstances out of the control of the City and TTL, the Industrial Boulevard Improvement contract completion schedule has been extended; and

WHEREAS, because of the extended project length, TTL is having to devote more time and effort to construction engineering and testing; and

WHEREAS, construction phase services were based on the estimated contract length and

fees were to be revised if the contract length should shorten or lengthen

WHEREAS, TTL is entitled to additional compensation due to project delays; and

WHEREAS, Change Order Number 2 to the Client Services Agreement between the City and TTL has been submitted to the City Council for approval; and

WHEREAS, Change Order Number 2 will increase the total contract amount by an additional \$120,000.00 resulting in a new contract amount of \$600,700.00; and

WHEREAS, said Change Order is necessitated by unforeseen circumstances arising during the course of the construction phase, and

WHEREAS, the City Engineer has reviewed all prices and documentation and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 2; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 2.

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

1. That Change Order Number 2 to the Client Services Agreement dated March 17, 2020, between the City and TTL, a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit "A", is hereby approved.
2. That the Mayor is hereby authorized and directed to execute Change Order Number 2 in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they, or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Change Order Number 2.

4. That the amount of the Change Order shall be paid from the Unassigned Fund Balance.

5. That the Controller is hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this Resolution and Change Order.

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

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

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

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

ATTEST:

CITY CLERK

CITY OF OPELIKA

CHANGE ORDER

PURCHASE ORDER NUMBER 2003050 **CHANGE ORDER NUMBER** 2
DATE PO ISSUED 4/11//2020 **EFFECTIVE DATE OF CHANGE** 9/21/2021
BID NUMBER N/A **ACCOUNT NUMBER** -63-0585231
DEPARTMENT Engineering
VENDOR/CONTRACTOR
 TTL, Inc.
 Greensboro Avenue
 Tuscaloosa, AL 35401

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:

INDUSTRIAL BOULEVARD

Surveying--\$17,600
 Design Engineering--\$109,800
 Construction Engineering and Inspection--\$172,200
 SUB TOTAL--\$310,700
 Change Order #1--\$170,000

Due to various circumstances that have been out of the control of the City of the Construction Engineer, the Industrial Boulevard Improvements contract completion schedule has been extended due to the insufficient construction personnel on site by the contractor. This construction timeline extension has prolonged the need to have a construction representative on site to monitor and test the roadway construction. This construction manager is being compensated by the Construction Engineering and Testing portion of the previously approved agreement.

It is being requested by the Engineering Department that this agreement be increased to cover the Construction Engineering and Inspection expenses until the projected completion of the project.

ORIGINAL CONTRACT AMOUNT:	<u>\$310,700</u>
CONTRACT AMOUNT PRIOR CHANGE:	<u>\$480,700</u>
THIS INCREASE:	<u>\$120,000</u>
THIS DECREASE:	<u>\$0</u>
NEW CONTRACT AMOUNT:	<u>\$600,700</u>

CHANGE APPROVED AND ADOPTED THIS _____ **DAY OF** _____, 2021

GARY FULLER
MAYOR

Attachment: Change Order 2 (234-21 : Approve Change Order #2 for TTL Construction Inspection of Industrial Blvd - ENG.)

Change Order Fact Sheet

Original Construction Bid Cost-----	\$ 2,398,179.00.
Survey, Design and Construction Engineering Cost--	\$ 310,700.00
<u>TOTAL INITIAL CONSTRUCTION COST-----</u>	<u>\$ 2,708,879.00</u>

Projected Project Increases

Change Order (CO)#1-----	\$ 65,136.36.
Projected CO #2 (Sales Tax) -----	\$160,000.00
Construction Engineering CO #1-----	\$ 170,000.00
<u>TOTAL INCREASE-----</u>	<u>\$ 395,136.36</u>

Projected Project Savings

Water Upgrades Not Installed-----	\$ 265,726.00
Other Projected Savings-----	\$ 131,303.00
<u>TOTOL SAVINGS-----</u>	<u>\$ 397,029.00</u>

ESTIMATED TOTAL CONSTRUCTION COST-----	\$ 2,706,986.36
	\$ 1,892.64—REMAINING

During the design of the project, our designers, TTL attempted many times to have the water lines located so they could be incorporated in the design of the project. With the replacement and upgrade of the stormwater system, there could be potential conflicts with the existing water system. As the bid deadline was approaching, TTL was instructed by the Engineering Department to make assumptions of the locations of the water line and to design a water system relocation to be incorporated into the construction proposal.

The water system relocation portion of the bid was close to \$300,000. After the contractor arrived on site, closer investigation of the water system was able to take place. This investigation determined that most of the water system did not require relocation as anticipated in the design. It was determined, however, that slight modification would be needed to keep this water system safe from the construction process. This modification was added to the construction contract with a change order and it involved adding casings around the existing water line and slightly adjusting the storm water system.

This water system redesign and the adding of the change order has added work and time to the construction contract. Other issues that have delayed the project is the continued presence of logging and timber trucks from West Fraser has prevented the contractor from adding more crews to the site to keep up with the construction schedule as intended with the contract. The Engineering and Economic Development Departments have been working with West Fraser to come up with traffic alternates that will allow more construction processes. Because of these unforeseen delays in the construction process, the Construction Engineering and Inspection contract with TTL is needing extension along with the construction contract.



2743 Gunter Park Drive W, Suite E
Montgomery, AL 36109
334.244.0766
www.ttlusa.com

July 23, 2021

Mr. Scott Parker
City Engineer
City of Opelika
P.O. Box 390
Opelika, AL 36803

**RE: Industrial Boulevard Improvements
Revised Proposal for Professional Services – Contract Amendment No. 2
Opelika, Alabama**

Dear Scott:

We are writing to provide you with Contractor Amendment No. 2 for additional professional services for the Industrial Boulevard Improvements project. We previously received an amendment dated 2/16/2021 for additional services in which we projected the completion of the project to occur in May 2021. Based on the Contractor's current rate of construction with the amount of personnel he is dedicating to the project, we anticipate the project being completed the end of September.

We have been working under our current fees for as long as possible and do not have construction services fees remaining to cover our costs since May. We have requested on numerous occasions for the Contractor to provide a revised schedule of when he anticipates substantial completion before preparing this amendment request. We have not received a revised schedule to date. In addition, we have not noted more than 3 to 5 employees on the project at any one time. This is essentially one construction crew in total. At this production rate, we anticipate a September completion as noted previously. We are requesting a contract amendment total amount of \$120,000.00 as outlined on the attached project cost analysis. This will reimburse us for fees incurred since May and the fees anticipated through September.

As completed for our previous contract amendment in February, we have prepared a project costs analysis and projected final probable construction cost for the project attached to this contract amendment request. Please note that the projected final probable construction cost includes the significant undercut, all-weather fill, and geotechnical fabric required to rebuild the roadway subgrade toward the end of the project. When you review the Revised Project Cost Analysis please note the following:

1. Original Construction Base Bid Cost - \$2,398,179.00 (Alternate Not Taken)
2. Revised Construction Cost - \$2,623,315.36 (Includes Water/Sewer Revision/Tax)
3. Projected Final Probable Const. Cost - \$2,314,356.36 (**Below Base Bid and Revised Cost**)

The reasons the final probable construction cost projects to be lower than the base bid amount and the revised construction cost is due to the following:

1. A large portion of the water and sewer improvements originally designed for the project as required by the Water Board was not needed based on field conditions
2. The Contractor over estimated the taxes to be put back into the project after the State denied project qualification for sales and use tax savings. We have estimated based on taxes on

(continued next page)

materials to date where we believe this amount will end up being.

3. There will be some miscellaneous savings on other bid items for the project.

Based on the project cost analysis performed, the project is projected to underrun the original base bid amount by approximately \$83,000.00 and the revised construction cost (base bid + water/sewer revisions + sales and use tax addition) by approximately \$308,000.00. The savings on construction offsets the additional fees requested to complete the project to an approximate \$40,000.00 overrun when compared to the original base bid amount when analyzing the total project costs for construction and professional fees (There is no overrun when compared to the revised construction cost.) This \$40,000.00 total project cost overrun would be further decreased by underruns of final bid item quantities, the Contractor finishing sooner than September (We have not seen a commitment to manpower and equipment that leads us to believe that this will occur), and less than estimated material tax.

We are hopeful that the Contractor will accelerate his construction efforts with better weather and provide quick corrective action to punchlist items that we will generate and review with you.

Please let us know if you have any questions or require further information and we can review via a phone call or with an in person meeting.

Sincerely,
TTL, INC.



Frank E. Summers, PE
Vice-President



Wyman Turner, PE
Project Manager

attachments: *Projected Project Cost Analysis – 2021-07-21*
 Final Project Cost Projection – 2021-07-21



2743 Gunter Park Drive W, Suite E
Montgomery, AL 36109
334.244.0766
www.ttlusa.com

**City of Opelika - Industrial Boulevard Improvements
Project Cost Analysis**

Assumes Construction Completion September 2021 (Revised 1/22/21 – Assumed May Completion)

<u>Industrial Boulevard Services</u>	<u>Contract</u>	<u>Complete/Projected</u>
Surveying Services		
Topographic and Boundary Survey	\$8,200.00	\$8,200.00
Record Drawing Survey (Per Hourly Rate)	\$2,900.00	\$2,900.00
Construction Staking	\$23,000.00	\$27,000.00
Civil Engineering Services		
Conceptual Analysis and Design	\$9,300.00	\$9,300.00
Design and Contract Documents	\$98,000.00	\$98,000.00
Bid Phase	\$2,500.00	\$2,500.00
*Additional Design Services (June – Sept)	\$59,000.00	\$59,000.00
Construction Engineering and Inspection Services		
Construction Phase Engineering and Inspection Services (Per Hourly Rate)	\$218,500.00	\$334,500.00
#Redesign Water, Storm Drain, and Grading	\$28,000.00	\$28,000.00
Construction Materials Testing (CMT) Services		
Earthwork, Site Placed Concrete, Asphalt Paving (Per Hourly Rate)	\$31,300.00	\$31,300.00
Subtotal Services: (Previously Amended 1/22/21)	\$480,700.00	\$600,700.00
Services Difference:		(\$120,000.00)
<u>Industrial Boulevard Construction Costs</u>	<u>Contract</u>	<u>Projected</u>
Base Bid Construction Contract: Alternate Not Included	\$2,398,179.00	\$2,169,220.00
Change Order No. 1: Water/Storm Drainage Revisions	\$65,136.36	\$65,136.36
Change Order No. 2: Sales Tax Allowance	\$160,000.00	\$80,000.00
Construction Costs: *Currently approved	\$2,623,315.36*	\$2,314,356.36
Construction Costs Difference: (Original Base Bid minus Projected Total)		\$83,822.64
Construction Costs Difference: (Approved minus Projected Total)		\$308,959.00



City of Opelika

Industrial Boulevard Improvements

City of Opelika Bid No. 20032

TTL Project No. 20-10-00421.01

PROJECT FINAL COST PROJECTION

Revised Date: 7/21/21 (Original Projection 1/22/21)

				Hudmon Construction Co., Inc. 14493 Highway 43 North Northport, AL 35475 AL License No.		Total to Date 7/20/2021		Projected Total		To Date % Complete	Projected % Complete
BASE BID BID ITEMS				Unit Cost	Total Cost	Quantity	Cost	Quantity	Cost		
Item No.	Quantity	Unit	Description								
General, Demolition, Clearing, Grubbing, and Earthwork											
1	1	I.s.	Payment and Performance Bonds	\$34,340.00	\$ 34,340.00	1.00	\$ 34,340.00	1	\$ 34,340.00	100%	100%
2	1	I.s.	Mobilization and Demobilization	\$26,000.00	\$ 26,000.00	1.00	\$ 26,000.00	1	\$ 26,000.00	100%	100%
3	1	I.s.	Demolition, Clearing, and Grubbing (Approximately 3.0 Acres)	\$12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	1	\$ 12,000.00	100%	100%
4	120	I.f.	Removal/Stone Backfill of Existing Pipe (4" & Larger, all materials)	\$15.00	\$ 1,800.00	440.00	\$ 6,600.00	550	\$ 8,250.00	367%	458%
5	18446	s.y.	Remove Existing Pavements (Concrete, Asphalt, Curb & Gutter, Curb)	\$5.00	\$ 92,230.00	11327.00	\$ 56,635.00	18446	\$ 92,230.00	61%	100%
6	17	each	Remove Existing Storm Drainage Structure	\$1,000.00	\$ 17,000.00	15.00	\$ 15,000.00	17	\$ 17,000.00	88%	100%
7	100	c.y.i.p.	Slurry Fill of Abandoned Pipes and Structures	\$145.00	\$ 14,500.00	0.00	\$ -	50	\$ 7,250.00	0%	50%
8	1	I.s.	Earthwork (Approximately ±3,200 c.y.i.p. Unclassified Excavation, ±630 c.y.i.p. Borrow Excavation, ±1,500 c.y.i.p. Topsoil)	\$50,800.00	\$ 50,800.00	0.90	\$ 45,720.00	1	\$ 50,800.00	90%	100%
9	500	c.y.i.p.	Removal/Disposal/Replacement of Unsuitable Material	\$18.00	\$ 9,000.00	536.50	\$ 9,657.00	6900	\$ 124,200.00	107%	1380%
Base, Pave and Curb & Gutter Improvements											
10	17800	s.y.	Roadbed Processing (As Directed by the Owner's Representative)	\$2.50	\$ 44,500.00	0.00	\$ -	0	\$ -	0%	0%
11	11100	s.y.	Crushed Aggregate Stone Base, 825B (4" Thickness)	\$6.12	\$ 67,932.00	12371.00	\$ 75,710.52	11100	\$ 67,932.00	111%	100%
12	7700	s.y.	Crushed Aggregate Stone Base, 825B (6" Thickness)	\$9.50	\$ 73,150.00	2070.00	\$ 19,665.00	7700	\$ 73,150.00	27%	100%
13	50	tons	Crushed Aggregate Stone Base, 825B, Leveling (Thickness Varies)	\$30.00	\$ 1,500.00	0.00	\$ -	100	\$ 3,000.00	0%	200%
14	4600	s.y.	Bituminous Treatment A (ALDOT 401)	\$1.20	\$ 5,520.00	0.00	\$ -	4600	\$ 5,520.00	0%	100%
15	460	gal	Tack Coat (Trackless Tack)(ALDOT 405A)(Access Road)	\$12.00	\$ 5,520.00	0.00	\$ -	460	\$ 5,520.00	0%	100%
16	4600	s.y.	Bituminous Concrete Wearing Surface Layer, 3/4" Max Aggregate Mix (ALDOT 424A) (1.5" Compacted Thickness)(Access Road)	\$7.60	\$ 34,960.00	0.00	\$ -	4600	\$ 34,960.00	0%	100%
17	4600	s.y.	Bituminous Concrete Upper Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (2.5" Compacted Thickness)	\$12.10	\$ 55,660.00	0.00	\$ -	4600	\$ 55,660.00	0%	100%
18	300	s.y.	Asphalt Drive (See Typical)	\$22.00	\$ 6,600.00	0.00	\$ -	300	\$ 6,600.00	0%	100%
19	650	s.y.	Concrete Drive (See Typical)	\$105.00	\$ 68,250.00	538.84	\$ 56,578.20	650	\$ 68,250.00	83%	100%
20	11100	s.y.	Concrete Pavement (See Typical)	\$59.85	\$ 664,335.00	10159.00	\$ 608,016.15	11077	\$ 662,958.45	92%	100%
21	175	s.y.	Gravel Drive (See Typical)	\$9.75	\$ 1,706.25	65.00	\$ 633.75	175	\$ 1,706.25	37%	100%
22	10	s.y.	Concrete Slope Paving	\$445.00	\$ 4,450.00	0.00	\$ -	10	\$ 4,450.00	0%	100%
23	40	s.y.	Concrete Sidewalk	\$234.00	\$ 9,360.00	0.00	\$ -	40	\$ 9,360.00	0%	100%
24	7100	I.f.	Combination Curb and Gutter	\$18.00	\$ 127,800.00	4803.00	\$ 86,454.00	7100	\$ 127,800.00	68%	100%
25	625	I.f.	6" Stand Up Curb	\$22.00	\$ 13,750.00	151.00	\$ 3,322.00	625	\$ 13,750.00	24%	100%
26	1250	I.f.	6" Valley Gutter	\$78.00	\$ 97,500.00	730.00	\$ 56,940.00	1250	\$ 97,500.00	58%	100%
Storm Sewer System Improvements											
27	640	I.f.	15" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	\$39.90	\$ 25,536.00	467.53	\$ 18,654.45	640	\$ 25,536.00	73%	100%
28	232	I.f.	18" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	\$44.25	\$ 10,266.00	271.00	\$ 11,991.75	327	\$ 14,469.75	117%	141%
29	1136	I.f.	24" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	\$55.00	\$ 62,480.00	1031.50	\$ 56,732.50	1136	\$ 62,480.00	91%	100%
30	656	I.f.	30" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	\$70.00	\$ 45,920.00	544.50	\$ 38,115.00	603	\$ 42,210.00	83%	92%
31	56	I.f.	36" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	\$80.00	\$ 4,480.00	78.50	\$ 6,280.00	56	\$ 4,480.00	140%	100%
32	24	I.f.	48" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	\$120.00	\$ 2,880.00	20.00	\$ 2,400.00	24	\$ 2,880.00	83%	100%
32A	56	I.f.	54" R.C. Pipe, Class 3 or HP Pipe (Circle or Highlight Pipe Mat'l)	\$158.00	\$ 8,848.00	66.00	\$ 10,428.00	56	\$ 8,848.00	118%	100%
33	26	each	Type "S" Inlet (1 Wing) (Depths Vary)	\$3,570.00	\$ 92,820.00	20.75	\$ 74,077.50	26	\$ 92,820.00	80%	100%
34	7	each	Type "S" Inlet (2 Wing) (Depths Vary)	\$4,825.00	\$ 33,775.00	5.25	\$ 25,331.25	7	\$ 33,775.00	75%	100%
35	2	each	Concrete Junction Box (Depths Vary)	\$2,890.00	\$ 5,780.00	1.75	\$ 5,057.50	2	\$ 5,780.00	88%	100%
35A	2	each	Concrete Junction Box (5-3, 5-7)	\$2,890.00	\$ 5,780.00	0.75	\$ 2,167.50	2	\$ 5,780.00	38%	100%
36	2	each	Modified Curb Inlet (Flume Inlet)	\$1,800.00	\$ 3,600.00	1.00	\$ 1,800.00	2	\$ 3,600.00	50%	100%
37	1	each	18" Concrete Headwall w/ Energy Dissipator	\$1,400.00	\$ 1,400.00	0.00	\$ -	1	\$ 1,400.00	0%	100%
38	3	each	24" Concrete Headwall	\$1,500.00	\$ 4,500.00	3.00	\$ 4,500.00	1	\$ 1,500.00	100%	33%
39	1	each	30" Concrete Headwall w/ Energy Dissipator	\$2,600.00	\$ 2,600.00	0.00	\$ -	0	\$ -	0%	0%
40	2	each	36" Concrete Headwall w/ Energy Dissipator	\$2,800.00	\$ 5,600.00	0.00	\$ -	2	\$ 5,600.00	0%	100%
41	1	each	48" Concrete Headwall	\$3,200.00	\$ 3,200.00	0.00	\$ -	1	\$ 3,200.00	0%	100%
42	1	each	54" Concrete Headwall w/ Energy Dissipator	\$5,500.00	\$ 5,500.00	0.00	\$ -	1	\$ 5,500.00	0%	100%
43	680	tons	Permanent Riprap, Class 2	\$65.00	\$ 44,200.00	100.00	\$ 6,500.00	680	\$ 44,200.00	15%	100%
Sanitary Sewer System Improvements											
44	30	I.f.	6" PVC CL 200 Sanitary Sewer Force Main Relocation	\$85.00	\$ 2,550.00	0.00	\$ -	0	\$ -	0%	0%
45	1	I.s.	Relocation Existing Sewer Force Main	\$2,500.00	\$ 2,500.00	0.00	\$ -	0	\$ -	0%	0%
Water Distribution and Fire Protection System Improvements											
46	140	I.f.	Type "K" Copper Water Service Line (All Sizes 3/4" to 1 1/2")	\$17.25	\$ 2,415.00	55.00	\$ 948.75	140	\$ 2,415.00	39%	100%
47	100	I.f.	8" D.I. CL 350 Restrained Joint Water Main	\$50.00	\$ 5,000.00	0.00	\$ -	0	\$ -	0%	0%
47A	80	I.f.	12" D.I. CL 350 Restrained Joint Water Main	\$72.00	\$ 5,760.00	0.00	\$ -	0	\$ -	0%	0%
47B	1180	I.f.	16" D.I. CL 250 Restrained Joint Water Main	\$100.00	\$ 118,000.00	0.00	\$ -	0	\$ -	0%	0%
48	48	each	16" Steel Casing (Includes Spacers and End Seals)	\$139.00	\$ 6,672.00	0.00	\$ -	0	\$ -	0%	0%
48A	36	each	24" Steel Casing (Includes Spacers and End Seals)	\$183.00	\$ 6,588.00	0.00	\$ -	0	\$ -	0%	0%
48B	94	each	30" Steel Casing (Includes Spacers and End Seals)	\$197.00	\$ 18,518.00	0.00	\$ -	0	\$ -	0%	0%
49	5	each	8" Gate Valve and Valve Box	\$1,390.00	\$ 6,950.00	0.00	\$ -	0	\$ -	0%	0%
49A	2	each	12" Gate Valve and Valve Box	\$2,440.00	\$ 4,880.00	0.00	\$ -	0	\$ -	0%	0%
50	9	each	16" Butterfly Valve and Valve Box	\$4,675.00	\$ 42,075.00	0.00	\$ -	0	\$ -	0%	0%
51	1	each	1" Direct Tap	\$450.00	\$ 450.00	0.00	\$ -	1	\$ 450.00	0%	100%
52	2	each	16" x 6" D.I. Tee	\$1,252.50	\$ 2,505.00	0.00	\$ -	0	\$ -	0%	0%
52A	1	each	16" x 8" D.I. Tee	\$1,385.00	\$ 1,385.00	0.00	\$ -	0	\$ -	0%	0%
52B	3	each	16" x 16" D.I. Tee	\$1,500.00	\$ 4,500.00	0.00	\$ -	0	\$ -	0%	0%
52C	1	each	16" D.I. Cap (Includes Cut/Cap)	\$1,200.00	\$ 1,200.00	0.00	\$ -	0	\$ -	0%	0%
52D	3	each	16" M.J.D.I. Plug	\$630.00	\$ 1,890.00	0.00	\$ -	0	\$ -	0%	0%
53	4	each	8" Bell Restaint Harnesses	\$450.00	\$ 1,800.00	0.00	\$ -	4	\$ 1,800.00	0%	100%
53A	4	each	12" Bell Restaint Harnesses	\$783.00	\$ 3,132.00	2.00	\$ 1,566.00	4	\$ 3,132.00	50%	100%
53B	18	each	16" Bell Restaint Harnesses	\$1,195.00	\$ 21,510.00	3.00	\$ 3,585.00	12	\$ 14,340.00	17%	67%

54	10	each	Concrete Thrust Restraint (All Sizes)	\$450.00	\$ 4,500.00	0.00	\$ -	10	\$ 4,500.00	0%	100%
55	1	each	Remove/Reset Water Meter and Meter Box	\$1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	1	\$ 1,200.00	100%	100%
55A	1	each	Remove/Reset Water Meter and Meter Box to Grade	\$2,500.00	\$ 2,500.00	0.00	\$ -	1	\$ 2,500.00	0%	100%
56	2	each	Fire Hydrant Assembly	\$4,310.00	\$ 8,620.00	0.00	\$ -	2	\$ 8,620.00	0%	100%
57	2	each	Tie to Existing Water Meter	\$1,200.00	\$ 2,400.00	1.00	\$ 1,200.00	2	\$ 2,400.00	50%	100%
58	2	each	Tie to Existing Water Valves	\$1,800.00	\$ 3,600.00	1.00	\$ 1,800.00	2	\$ 3,600.00	50%	100%
59	2	each	Water Service Scheduled Tie-in	\$1,500.00	\$ 3,000.00	1.00	\$ 1,500.00	2	\$ 3,000.00	50%	100%
59A	2	each	8" Watermain Scheduled Tie-in	\$1,800.00	\$ 3,600.00	0.00	\$ -	0	\$ -	0%	0%
59B	1	each	12" Watermain Scheduled Tie-in	\$2,000.00	\$ 2,000.00	0.00	\$ -	0	\$ -	0%	0%
59C	4	each	16" Watermain Scheduled Tie-in	\$2,500.00	\$ 10,000.00	0.00	\$ -	0	\$ -	0%	0%
60	1	i.s.	Pressure Testing and Disinfection	\$6,500.00	\$ 6,500.00	0.00	\$ -	0	\$ -	0%	0%
Erosion Control											
61	1	i.s.	Erosion Control Management and Maintenance	\$6,500.00	\$ 6,500.00	0.95	\$ 6,175.00	1	\$ 6,500.00	95%	100%
62	4650	i.f.	Silt Fence, Type A	\$4.50	\$ 20,925.00	1070.00	\$ 4,815.00	4200	\$ 18,900.00	23%	90%
63	1250	i.f.	Sediment Control Logs	\$6.50	\$ 8,125.00	20.00	\$ 130.00	1200	\$ 7,800.00	2%	96%
64	35	each	Dome Inlet Protector	\$350.00	\$ 12,250.00	32.00	\$ 11,200.00	35	\$ 12,250.00	91%	100%
65	55	each	Hay Bale Ditch Checks	\$10.00	\$ 550.00	0.00	\$ -	55	\$ 550.00	0%	100%
66	400	s.y.	Erosion Control Netting (North American Green S75 or Equal)	\$3.50	\$ 1,400.00	0.00	\$ -	325	\$ 1,137.50	0%	81%
67	140	tons	Temporary Riprap, Class 2 (Check Dams and Berms)	\$65.00	\$ 9,100.00	0.00	\$ -	140	\$ 9,100.00	0%	100%
68	3	acres	Permanent Vegetation Establishment and Mulching	\$1,850.00	\$ 5,550.00	0.00	\$ -	3	\$ 5,550.00	0%	100%
69	2	acres	Hydroseeding and Mulching (As Directed by Owner's Representative)	\$2,000.00	\$ 4,000.00	0.00	\$ -	2	\$ 4,000.00	0%	100%
Traffic Control											
70	1	i.s.	Traffic Control	\$19,000.00	\$ 19,000.00	1.00	\$ 19,000.00	1	\$ 19,000.00	100%	100%
71	1	i.s.	Construction Signs	\$4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	1	\$ 4,500.00	100%	100%
72	12000	i.f.	Temporary Striping (All Colors)	\$0.30	\$ 3,600.00	0.00	\$ -	12000	\$ 3,600.00	0%	100%
73	150	i.f.	Temporary 2' Stop/Yield Bars	\$5.00	\$ 750.00	0.00	\$ -	150	\$ 750.00	0%	100%
Permanent Signaling and Striping											
74	5800	i.f.	Solid Yellow, Reflective, Paint Traffic Stripe (4" Wide)(Concrete)	\$0.30	\$ 1,740.00	0.00	\$ -	5700	\$ 1,710.00	0%	98%
75	70	i.f.	Solid White, Reflective, Paint Traffic Stripe (6" Wide)(Concrete)	\$0.35	\$ 24.50	0.00	\$ -	64	\$ 22.40	0%	91%
76	50	i.f.	2' Stop Bar (Traffic Control Marking, Reflective, Paint)(White)(Concrete)	\$5.75	\$ 287.50	0.00	\$ -	49	\$ 281.75	0%	98%
77	25	i.f.	2' Yield Bar (Traffic Control Marking, Reflective, Paint)(White)(Concrete)	\$5.75	\$ 143.75	0.00	\$ -	24	\$ 138.00	0%	96%
78	2600	i.f.	Solid Yellow, Reflective, Thermoplastic Traffic Stripe (4" Wide)	\$1.20	\$ 3,120.00	0.00	\$ -	2511	\$ 3,013.20	0%	97%
79	50	i.f.	2' Stop Bar (Traffic Control Marking, Reflective, Thermoplastic)(White)	\$11.50	\$ 575.00	0.00	\$ -	49	\$ 563.50	0%	98%
80	2	each	Pedestrian Crossing Sign and Solar Lighting	\$3,000.00	\$ 6,000.00	0.00	\$ -	2	\$ 6,000.00	0%	100%
Miscellaneous Items											
81	300	c.y.i.p.	Utility Trench Foundation Material (As Directed by Owner's Representative)	\$48.00	\$ 14,400.00	0.00	\$ -	200	\$ 9,600.00	0%	67%
82	1500	i.f.	6" Underdrain (As Directed by the Owner's Representative)	\$26.00	\$ 39,000.00	0.00	\$ -	500	\$ 13,000.00	0%	33%
83	650	i.f.	Steel Beam Guardrail and End Treatments	\$29.40	\$ 19,110.00	0.00	\$ -	648	\$ 19,051.20	0%	100%
TOTAL BASE BID					\$ 2,398,179.00		\$ 1,434,926.82		\$ 2,169,220.00	59.83%	90.45%

CHANGE ORDERS

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost	Quantity	Cost	Quantity	Cost	%	%
Change Order No. 1 (Approved 01/05/21)											
Concrete Pavement Deductions											
C01	4	each	Mobilization and Demobilization	\$500.00	\$ 2,000.00	3.00	\$ 1,500.00	4	\$ 2,000.00	75%	100%
C02	1	allowance	Sales and Use Tax Savings	\$3,400.00	\$ 3,400.00	0.00	\$ -	1	\$ 3,400.00	0%	100%
C03	2	each	Grading at Storm Structure No. 2-1A and No. 2-1B	\$500.00	\$ 1,000.00	1.00	\$ 500.00	2	\$ 1,000.00	50%	100%
Storm Drainage System Improvements											
C04	1	each	Curb Gate Inlet Top Modification (Structure No. 1-2)	\$402.50	\$ 402.50	1.00	\$ 402.50	1	\$ 402.50	100%	100%
C05	1	each	S-Inlet (2 Wing) Top Modification (Structure No. 1-8)	\$455.00	\$ 455.00	1.00	\$ 455.00	1	\$ 455.00	100%	100%
C06	1	each	Concrete Junction Box (4' x 6')(Structure No. 2-1A)	\$3,325.00	\$ 3,325.00	0.75	\$ 2,493.75	1	\$ 3,325.00	75%	100%
C07	1	each	18" Concrete Headwall (Double Barrel w/ Energy Dissipator)(Structure No.	\$3,220.00	\$ 3,220.00	0.00	\$ -	1	\$ 3,220.00	0%	100%
Water Distribution and Fire Protection System Improvements											
C08	34	i.f.	16" Split Steel Casing Additional Installation	\$316.83	\$ 10,772.22	34.00	\$ 10,772.22	34	\$ 10,772.22	100%	100%
C09	25	i.f.	24" Split Steel Casing Additional Installation	\$325.22	\$ 8,130.50	25.00	\$ 8,130.50	25	\$ 8,130.50	100%	100%
C010	59	i.f.	30" Split Steel Casing Additional Installation	\$458.67	\$ 27,061.53	59.00	\$ 27,061.53	59	\$ 27,061.53	100%	100%
C011	1	i.s.	Shoring and Support Water Mains	\$2,300.00	\$ 2,300.00	1.00	\$ 2,300.00	1	\$ 2,300.00	100%	100%
C012	4	each	8" x 16" Casing Spacers	\$126.00	\$ 504.00	0.00	\$ -	4	\$ 504.00	0%	100%
C013	2	each	8" x 16" Casing End Seals	\$136.32	\$ 272.64	0.00	\$ -	2	\$ 272.64	0%	100%
C014	2	each	12" x 24" Casing Spacers	\$145.00	\$ 290.00	2.00	\$ 290.00	2	\$ 290.00	100%	100%
C015	2	each	12" x 24" Casing End Seals	\$143.75	\$ 287.50	2.00	\$ 287.50	2	\$ 287.50	100%	100%
C016	7	each	16" x 30" Casing Spacers	\$157.81	\$ 1,104.67	7.00	\$ 1,104.67	7	\$ 1,104.67	100%	100%
C017	4	each	16" x 30" Casing End Seals	\$152.70	\$ 610.80	4.00	\$ 610.80	4	\$ 610.80	100%	100%
TOTAL CHANGE ORDER NO. 1					\$ 65,136.36		\$ 55,908.47		\$ 65,136.36	85.83%	100.00%
TOTAL BASE BID + CHANGE ORDER NO. 1					\$ 2,463,315.36		\$ 1,490,835.29		\$ 2,234,356.36	60.52%	90.71%

Change Order No. 2 (Approved 02/16/21)

C01	1	allowance	Sales and Use Tax Savings	\$160,000.00	\$ 160,000.00	0.23735	\$ 37,975.69	0.5	\$ 80,000.00	24%	50%
TOTAL CHANGE ORDER NO. 2					\$ 160,000.00		\$ 37,975.69		\$ 80,000.00	23.73%	50.00%
TOTAL BASE BID + CHANGE ORDER NO. 1 + CHANGE ORDER NO. 2					\$ 2,623,315.36		\$ 1,528,810.98		\$ 2,314,356.36	58.28%	88.22%

TOTAL BASE BID					\$ 2,398,179.00		\$ 1,434,926.82		\$ 2,169,220.00	59.83%	90.45%
TOTAL CHANGE ORDER NO. 1					\$ 65,136.36		\$ 55,908.47		\$ 65,136.36	85.83%	100.00%
TOTAL CHANGE ORDER NO. 2					\$ 160,000.00		\$ 37,975.69		\$ 80,000.00	23.73%	50.00%
TOTAL BASE BID + CHANGE ORDER NO. 1 + CHANGE ORDER NO. 2					\$ 2,623,315.36		\$ 1,528,810.98		\$ 2,314,356.36	58.28%	88.22%
PROJECT TOTAL					\$ 2,623,315.36		\$ 1,490,835.29		\$ 2,314,356.36	56.83%	88.22%
DIFFERENCE BETWEEN FINAL CONTRACT AMOUNT (W/CHANGE ORDERS TO DATE) AND PROJECTED TOTAL COST									\$ (308,959.00)		
DIFFERENCE BETWEEN ORIGINAL CONTRACT AMOUNT AND PROJECTED TOTAL COST									\$ (83,822.64)		

RESOLUTION NO. 235-21

ROW Agreement with ALDOT for Pepperell Pkwy Improvements - ENG.

RESOLUTION NO. _____

**RESOLUTION APPROVING RIGHT-OF-WAY ACQUISITION AGREEMENT
FOR A FEDERAL AID PROJECT BETWEEN THE STATE
OF ALABAMA AND THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation (hereinafter referred to as the “State”), and the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the “City”) desire to enter into an agreement (the “Agreement”) relating to the addition of turn lanes, resurfacing, pedestrian sidewalks and traffic signal improvements on Pepperell Parkway from Lowndes Street to West End Court (Project # STPOA-4118(250); CPMS Ref# 100068460) (the “Project”); and

WHEREAS, a proposed Right-of-Way Acquisition Agreement for a Federal Aid Project for Project STPOA-4118(250) (the “Agreement”) has been prepared and submitted to the City Council for approval, and the Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

WHEREAS, the proposed Agreement has an approved budget of \$307,000 where the Federal share of this cost is estimated to be \$41,212.05 and the City share is estimated to be \$265,787.95; and

WHEREAS, the City agrees to all of the provisions of the Agreement to be executed by the State and the City covering the Project; and

WHEREAS, the City intends to apply for Federal Aid funds for the construction of the

above-referenced Project; and

WHEREAS, the City agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the Project.

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

1. That the proposed Agreement to be entered into between the State and the City, 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 the execution and delivery of said Agreement. The City agrees to all of the provisions of the Agreement and to all of the provisions of any agreement which has been executed or will be executed covering the construction of the Project.
2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same and to affix the seal of the City thereto.
3. That any 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. The City's share of the project, i.e. estimated to be \$265,787.95, shall be paid from the Unassigned Fund Balance. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

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

6. That upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

CERTIFICATE

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

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

CITY CLERK

**RIGHT-OF-WAY ACQUISITION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF OPELIKA**

**Project No. STPOA-4118(250)
CPMS Ref# 100068460**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Opelika, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the addition of turn lanes, resurfacing, pedestrian sidewalks, and traffic signal improvements on Pepperell Parkway from Lowndes Street to Westend Court; Project# STPOA-4118(250); CPMS Ref# 100068460.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$41,212.05 Federal funds unless the Auburn-Opelika Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Auburn-Opelika Area sufficient to pay the pro rata share of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be based on the proportional share of Federal Aid to the total project as let cost, up to 80%.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Auburn-Opelika Area Dedicated)	\$ 41,212.05
City Funds	\$ 265,787.95

TOTAL (Incl Indirect Cost)	\$ 307,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in

excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will not be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will not be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award.

The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region

Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Opelika, Alabama

By: _____

City Clerk (Signature)

By: _____

As Mayor (Signature)

Type Name of Clerk

(AFFIX SEAL)

Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

By: _____

William F. Patty,

Chief Counsel

RECOMMENDED FOR APPROVAL:

Steven C. Graben, P.E.

Southeast Region Engineer

Bradley B. Lindsey, P.E.

State Local Transportation Engineer

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Addition of turn lanes, resurfacing, pedestrian sidewalks, and traffic signal improvements on Pepperell Parkway from Lowndes Street to Westend Court;
Project# STPOA-4118(250); CPMS Ref# 100068460.**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

STD CONTRACT EXHIBITS**REV. 9/19/16****EXHIBIT E****TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

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EXHIBIT H

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

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The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

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- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

1-20

Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

RESOLUTION NO. 236-21

Approve Annual General Liability Insurance Agreement with Marsh & McLennan Agency - HR.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY OF OPELIKA TO
ENTER INTO INSURANCE AGREEMENTS AND TO ISSUE
PURCHASE ORDERS TO RENEW THE CITY’S INSURANCE PORTFOLIO**

WHEREAS, the City of Opelika, Alabama (the “City”) desires to renew its insurance policies for commercial property, electronic data processing, equipment floater, commercial general liability, law enforcement liability, public officials, business automobile, employee benefits and increased liability (hereinafter referred to as “Opelika’s Insurance Portfolio”); and

WHEREAS, through the assistance of Marsh & McLennan Agency (formerly J. Smith Lanier & Company), the City has been able to coordinate all renewal periods for all insurance policies to once a year, control future premium costs, increase management and oversight of insurance concerns and loss control; and

WHEREAS, Marsh & McLennan Agency partners with Alabama Municipal Insurance Corporation, CHUBB Insurance Company, Federal Insurance Company and other carriers to procure the policies and coverages required by the City; and

WHEREAS, Marsh & McLennan Agency has prepared and submitted to the City Council a Premium Summary and Comparison 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 Summary.

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

1. That the Mayor and the Human Resources Director are hereby authorized to renew the City of Opelika’s Insurance Portfolio for a period of one (1) year beginning October 1, 2021 and ending September 30, 2022.

2. That the “Premium Summary and Comparison”, a copy of which is attached as Exhibit “A”, is hereby approved, ratified and confirmed.

3. That the Mayor and Human Resources Director are hereby authorized and directed to execute and deliver in the name of the City such agreements, instruments and certificates as shall be required for the procurement of the policies and coverages as shown in Exhibit “A”.

4. That the Purchasing/Revenue Manager is hereby authorized to issue purchase orders to Marsh & McLennan Agency for premiums for the City of Opelika’s Insurance Portfolio in an amount not to exceed \$534,102.

5. That the funds for said premiums shall come from the FY 2021-2022 Budget, the General Fund Unassigned Fund Balance, and the Enterprise Funds’ Unrestricted Fund Balance.

6. That the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to carry into effect the provisions of this Resolution.

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.

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

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

Premium Summary and Comparison

Policy	Expiring Premium	Proposed Premium
Commercial Property	\$94,172	\$131,467
Electronic Data Processing	\$5,751	\$5,751
Equipment Floater	\$21,161	\$22,051
Commercial General Liability	\$75,295	\$76,379
Law Enforcement Liability	\$25,525	\$48,388
Public Officials	\$27,991	\$26,403
Business Automobile	\$188,918	\$187,606
Employee Benefits	\$1,470	\$1,470
Increased Liability	\$21,250	\$34,587
Premium Total	\$461,533	\$534,102

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

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