

CITY OF OPELIKA
Minutes of City Council Meeting – February 17, 2015

The City Council of the City of Opelika met in regular session on the above date in the Council Chambers at City Hall.

President Eddie Smith called the meeting to order at 7:01 p.m. asking City Clerk Bob Shuman to call the roll.

PRESENT AND PRESIDING: Eddie Smith

MEMBERS PRESENT: Patricia Jones, Larry Gray, Dozier Smith T, David Canon

MEMBERS ABSENT: None.

President Smith called on the Reverend Tom Tippet to provide the invocation.

President Smith asked Jordan Nolan and Khalil Blount, students from West Forest Intermediate School, to come up front to lead the Pledge of Allegiance. Khalil Blount was not present.

READING OF MINUTES:

Mr. Smith T made the motion to approve the City Council meeting minutes of February 3, 2015 and was seconded by Mr. Gray. Designated item no. 1. Said minutes were approved as prepared with the following vote:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

UNFINISHED BUSINESS –

Guy Gunter, City Attorney, presented his report and research on “saggy pants” to the Mayor and City Council. In summary, Mr. Gunter’s recommendation to the City Council was to not create or approve an ordinance that would make saggy pants a violation of city law.

REMARKS BY THE MAYOR – Gary Fuller

Mayor Fuller stated that he along with state and local officials announced this morning that Golden State Foods would be building a \$45 million dollar meat processing plant in Opelika which will provide 170 good paying jobs.

Mayor Fuller called on Joey Motley, City Administrator, to provide the Building Inspection report for January 2015. Designated item no. 1.

Mayor Fuller reminded the council members that the January 2015 financial report was in their council meeting packets for their review and/or questions. Designated item no. 2.

Mayor Fuller recognized the Opelika School Teachers of the Year with a special certificate and gift from the City of Opelika.

CITIZENS COMMUNICATION – none.

REPORT OF DISBURSEMENTS – none.

COMMITTEE REPORTS – none.

GENERAL BUSINESS –

Bob Shuman, City Clerk, presented a request for the 2015 Women’s Hope Walk the Walk on April 11, 2015. Designated item no. 3. Ms. Jones made the motion to approve with a seconded provided by Mr. Gray. The following vote was recorded:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

Lori Huguley, Economic Development Director, presented a summary of a project development with Golden States Food for a public hearing. Designated item no. 4. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.

Bob Shuman, City Clerk, presented a request from the American Cancer Society for their annual Relay for Life on April 24, 2015. Designated item no. 5. Mr. Canon made the motion to approve with a seconded provided by Ms. Jones. The following vote was recorded:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith
VOTING NAY: None

AWARDING OF BIDS – Lanorris Jones

RESOLUTION NO. 037-15

To award the bid for the City's 2015 resurfacing project. Designated item no. 6. Mr. Smith T made the motion to approve and was seconded by Mr. Gray. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith
VOTING NAY: None

RESOLUTIONS – Guy Gunter.

Resolution to authorize a demolition at 1808 2nd Avenue remained Tabled. Permit expires 3-24-15.

RESOLUTION NO. 038-15

Expense reports from various departments. Designated item no. 7. Mr. Smith T made the motion to approve and was seconded by Ms. Jones. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith
VOTING NAY: None

RESOLUTION NO. 039-15

To designate city personal property surplus and authorize disposal. Designated item no. 8. Mr. Gray made the motion to approve and was seconded by Mr. Canon. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith
VOTING NAY: None

RESOLUTION NO. 040-15

To purchase two (2) 2015 F150 2WD XL P/U trucks for the S/W department. Designated item no. 9. Mr. Smith T made the motion to approve and was seconded by Mr. Canon. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith
VOTING NAY: None

RESOLUTION No. 041-15

To purchase CISCO equipment for the IT department. Designated item no. 10. Mr. Canon made a motion to approve and was seconded by Mr. Smith T. After the council had discussed the resolution in full, the question being put as to the passage of said motion and adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith
VOTING NAY: None

RESOLUTION NO. 042-15

To vacate & abandon a sanitary sewer easement. Designated item no. 11. Mr. Smith T made the motion to approve and was seconded by Mr. Canon. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith
VOTING NAY: None

RESOLUTION NO. 043-15

To approve a special appropriation to the Boy Scouts of America. Designated item no. 12. Mr. Gray made the motion to approve and was seconded by Mr. Canon. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith
VOTING NAY: None

RESOLUTION NO. 044-15

To approve a project development agreement with Golden States Food. Designated item no. 13. Ms. Jones made the motion to approve and was seconded by Mr. Smith T. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

RESOLUTION NO. 045-15

A tax abatement for Golden States Food. Designated item no. 14. Mr. Canon made the motion to approve and was seconded by Mr. Gray. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

RESOLUTION NO. 046-15

An agreement with the OIDA for the mitigation of a wetlands area. Designated item no. 15. Mr. Smith T made the motion to approve and was seconded by Ms. Jones. After the council had discussed the resolution in full, the question being put as to the passage of said motion and the adoption of said resolution, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

ORDINANCES –

To amend the City Code of Ordinances, Sections 5.7-11, 12 and 13, cemetery charges. This ordinance remained Tabled.

The following ordinance was presented for a 2nd reading:

ORDINANCE NO. 101-15

To amend the zoning ordinance & map for property on the Old Columbus Road from R-4M to M-1. Designated item no. 16. Mr. Canon made the motion to approve and was seconded by Mr. Smith T. After the council had discussed the ordinance in full, the question being put as to the passage of said motion and the adoption of said ordinance, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

ORDINANCE NO. 102-15

To amend the City Code of Ordinances, add Sec. 17.6.1, repeal sub-section (2) and (3) 16-404 and amend Sec. 16-405 and 16-406. Designated item no. 17. Mr. Smith T made the motion to approve and was seconded by Mr. Canon. After the council had discussed the ordinance in full, the question being put as to the passage of said motion and the adoption of said ordinance, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

The following ordinance was presented for a 1st reading:

ORDINANCE NO. 103-15

To authorize the disposal of city real property located at 10962 Lee Road 0279. Designated item no. 18. Said ordinance was introduced by Mr. Canon. Then Mr. Smith T made the motion to suspend the rules and consider said ordinance for approval. Mr. Gray provided a second to said motion. The following vote was recorded:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

Then Mr. Smith T made the motion to approve said ordinance and was seconded by Ms. Jones. After the council had discussed the ordinance in full, the question being put as to the passage of said motion and the adoption of said ordinance, the roll was called with the following results:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

APPOINTMENTS –

Mr. Canon introduced the appointment of Dr. Kevin Royal to the Board of Education and was seconded Mr. Smith T. President Smith said this appointment would be considered at the March 3rd council meeting.

ADJOURN –

At approximately 7:47 pm since there was no further City business to be considered, Ms. Jones made the motion to adjourn with a second provided by Mr. Smith T. The following vote was recorded:

VOTING AYE: Jones, Gray, Smith T, Canon, Smith

VOTING NAY: None

These City Council meeting minutes are hereby adopted and approved this the 3rd day of March, 2015.



President of the City Council
City of Opelika, Alabama

ATTEST



R.G. "Bob" Shuman, CMC
City Clerk – Treasurer



City Attorney's Office

205 South 6th Street

P.O. Box 390

Opelika, Alabama 36803-0390

Phone: (334) 705-2075 * Fax: (334) 705-5515

VIA EMAIL

February 10, 2015

Gary Fuller
Eddie Smith
Patsy Jones
Larry Gray
David Canon
Dozier Smith T

Re: Saggy-Pants Laws

All:

At the February 3, 2015 meeting of the City Council, Homer Norrell called upon the City Council to adopt a "Saggy-Pants" ordinance. Many people, especially the elderly, find saggy pants objectionable.

In recent years, towns and cities in Georgia, Louisiana, Michigan, Florida and New Jersey have adopted saggy-pants ordinances. In 2012, the Alabama House of Representatives passed a saggy-pants bill that applied only to Montgomery County. This bill, sponsored by Rep. Alvin Holmes (D-Montgomery), called for a fine of up to \$100.00 for juveniles and \$150.00 for adults who let their pants droop well below their beltline. Despite passing the Alabama House by a vote of 59-0, the so-called "Saggy-Pants Bill" was killed in the Alabama Senate. Members of the Alabama Senate maintained that the law would be problematic to enforce.

Attempts to enforce saggy-pants laws and ordinances in the State of Florida have not been successful. In August 2014, the Ocala City Council passed a saggy-pants ordinance in which offenders were subject to a fine and/or a jail sentence. Just one month later, the Ocala City Council repealed the saggy-pants ordinance after the ACLU and NAACP threatened legal action. After a teenager spent a night in jail after accusations that he had exposed too much of his underwear, a Palm Beach Circuit Judge ruled a Riveria Beach saggy-pants ordinance was unconstitutional.

The saggy-pants fashion, which involves the wearing of pants below the waistline, is believed to have originated in prison. Supposedly, prison inmates were denied belts to hold up

their loose prison clothing because of the belt's potential use as a means to commit suicide or as a weapon against others. In the late 1980s and early 1990s, hip-hop and other R&B music artists promoted the baggy style through their music videos and CD covers. From there, the fashion spread across the nation.

Because wearing saggy pants in a manner that exposes the wearer's undergarments is an action, it must be evaluated under First Amendment jurisprudence concerning expressive conduct. Because the communication of ideas can occur through means other than the spoken or written word, the First Amendment also protects certain actions that express ideas-expressive conduct. For example, the Supreme Court has found expressive conduct protected by the First Amendment for an individual who displayed an altered American flag to indicate disagreement with his government. Wearers of saggy pants claim that the fashion is an "expression of who they are" or a personal reflection of their identity and uniqueness as individuals. For some individuals, saggy pants signify a form of civil disobedience or represent one's protest against society. Some others argue that saggy pants communicate the wearer's rebellion against conformity or expresses identification with black popular culture or hip-hop style. Many opponents of saggy-pants ordinances argue that these type messages of disagreement with government communicate exactly type of message the First Amendment has long been held to protect.

Saggy-pants laws have been criticized as racist by civil libertarian groups and black activists. Enforcement of these laws is controversial because the majority of people who choose to make this fashion statement are young African American males. Critics contend that a disproportionate number of African Americans will be stopped and searched, which in turn leads to unnecessary arrests for questionable minor offenses. The ACLU is critical of saggy pants laws arguing that such laws discriminate against blacks and do not treat them equally. The ACLU usually challenges such laws as violations of the 14th Amendment's Equal Protection clause.

From a practical standpoint, some law enforcement experts worry that law enforcement professionals will devote too much time and resources monitoring fashion while communities face serious public-safety issues and stretched budgets. They argue that our police and courts would better serve the community by focusing on violent individuals who pose a threat to their neighbors. They believe that lawmakers would be well advised to consider the costs, both human and fiscal, of criminalizing unpopular fashion at the public's expense.

Today, everyone seems to have an opinion on the subject of wearing saggy pants. President Obama has even weighed in, calling anti-sag ordinances "a waste of time". Having said that, he continued, "Brothers should pull up their pants. You are walking by your mother, your grandmother, your underwear is showing. What's wrong with that? Come on. There are some issues that you don't have to pass a law...but that doesn't mean folks can't have some sense and some respect for other people. And, you know some people might not want to see your underwear. I'm one of them."

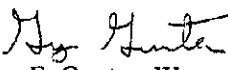
In summary, many critics of saggy-pants laws believe that the government's regulation denies the saggy-pants wearers' First Amendment protection by infringing on their rights of free

expression. Opponents may soon appear before the courts in an attempt to challenge the constitutionality of anti-sag ordinances. According to some law professors and legal experts, saggy-pants laws being passed in various towns and cities across the United States may be unconstitutional. As indicated above, a Florida court has already struck down a Florida law.

In my opinion, the City Council should proceed cautiously. The City Council should consider the long-term consequences and whether the ordinance would likely do more harm than good. Enforcement of the ordinance will be controversial and will be equated by some with racial profiling. There is a strong likelihood that the ordinance will be challenged and the outcome of potential litigation will be uncertain at best.

I trust this information will be of some benefit. If you have any questions, please don't hesitate to call me.

Yours very truly,


Guy F. Gunter, III
City Attorney

GFG,III:jjj

Cc: Barbara Arrington
Joel Motley
Lisa McLeod
John McEachern

2/13/2015

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
January 31, 2015

	Governmental Fund Types										Trust and Agency Funds Total	Account Groups		Memo Total	
	Special Revenue Funds			Debt Service Funds		Capital Projects Funds		Internal Service Funds		Enterprise Funds		General Fixed Assets	General Long Term Debt		
	General														
Cash	32,959,219.41	9,806,769.41		42,524.17		5,115,726.62		2,832,485.05		18,665,830.34	-	-	-	69,221,655.00	
Investments at cost or amortized cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Receivables:															
Taxes	7,871,231.93	5,853,343.25		-	-	-	-	-	-	-	-	-	-	13,724,575.18	
Accounts and unbilled service	145,609.33	65,044.84		-	-	1,863,500.00		19,228.72		4,661,721.40		-	-	6,680,104.29	
Assessments	64,666.61	-		-	-	-		-		-		-	-	64,666.61	
Notes	-	-		-	-	-		-		-		-	-	-	
Accrued Interest	-	-		-	-	-		-		19,411.90		-	-	19,411.90	
Due from other funds	833,396.38	76,241.70		-	-	-		55,283.22		322,235.57		-	-	1,287,156.87	
Advances to other governments	23,443.69	44,481.14		-	-	-		-		339,398.34		-	-	413,321.17	
Inventory of supplies, at cost	-	-		-	-	-		-		-		-	-	-	
Prepaid expenses	143,484.52	-		-	-	-		-		3,005,552.52		-	-	3,150,047.04	
Restricted assets:										196,372.95		-	-	196,372.95	
Cash	-	-		-	-	-		-		4,868.12		-	-	4,868.12	
Investments at cost or amortized cost	-	-		117,337.52		10,934,421.74		-		3,108,162.97		-	-	15,081,145.37	
Accrued interest receivable	-	-		-	-	-		-		-		-	-	1,135.23	
Due from other funds	-	-		-	-	-		-		-		-	-	3,125.00	
Unamortized bond and issue costs	-	-		-	-	-		-		397,280.71		-	-	397,280.71	
Land	-	-		-	-	-		-		2,423,070.99		-	-	2,423,070.99	
Buildings and utility systems	-	-		-	-	-		-		128,570,439.24		-	-	128,570,439.24	
Improvements other than buildings and systems	-	-		-	-	-		-		17,540.00		-	-	17,540.00	
Equipment	-	-		-	-	-		-		8,710,128.37		-	-	8,710,128.37	
Construction in progress	-	-		-	-	-		-		4,100,463.70		-	-	4,100,463.70	
Accumulated depreciation	-	-		-	-	-		-		(54,314,246.32)		-	-	(54,314,246.32)	
Other Assets	-	-		-	-	-		-		602,430.86		-	-	602,430.86	
Amount available in debt service funds	-	-		-	-	-		-		-		-	105.32	105.32	
Amount to be provided for retirement of general long term debt	-	-		-	-	-		-		-		-	100,003,266.17	100,003,266.17	
Total assets	42,047,051.87	15,649,880.34		159,861.63		17,733,648.36		2,906,996.99		120,831,667.66		975,493.37	156,411,192.24	456,875,164.01	

Sportsplex Fund Cash Balance is \$5,474,937.03

2/13/2015

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
January 31, 2015

	Account Groups									
	Governmental Fund Types					Proprietary Funds			Trust and Agency Funds	
	General	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Internal Service Funds	Enterprise Funds	General Fund Assets	General Long Term Debt		Memo Total
Liabilities										
Accounts payable	1,103,957.96	504.20	-	-	285,037.42	3,430,321.01	-	-	-	4,820,820.59
Retainage payable	-	-	-	-	-	-	-	-	-	-
Current portion of bonds and notes payable	240,038.23	-	-	-	-	-	-	-	-	240,038.23
Liability for unpaid claims, current	-	-	-	-	-	-	-	-	-	-
Accrued payroll and benefits	541,190.30	1,157.56	-	-	-	306,491.59	-	-	-	850,850.05
Interest payable	-	-	-	-	-	-	-	-	-	-
Payable from restricted assets:	-	-	-	-	-	-	-	-	-	-
Accounts payable	-	-	-	-	-	-	-	-	-	-
Current portion of bonds payable	-	-	-	-	-	-	-	-	-	-
Interest payable	-	-	-	-	-	-	-	-	-	-
Due to other funds	263,942.12	211,626.52	-	-	-	515,000.00	-	-	-	515,000.00
Due to other governments	613.49	190.00	-	75,323.20	-	647,967.35	-	-	-	647,967.35
Deferred revenue	3,355,364.37	5,755,338.79	-	1,683,500.00	177,112.48	735,479.55	-	-	-	1,250,281.87
Customer deposits	-	-	-	-	-	-	-	-	-	713.49
Accrued employee benefits	-	-	-	-	-	-	-	-	-	-
Matured bonds and interest payable	-	-	-	-	-	-	-	-	-	-
Deferred compensation benefits payable	-	-	-	-	-	-	-	-	-	-
Liability for unpaid claims, long term	-	-	-	-	-	-	-	-	-	-
General obligation debt payable	-	-	-	-	285,733.00	-	-	-	-	-
Bonds, warrants and notes payable, net of current portion	-	-	-	-	-	-	-	100,003,371.49	-	100,003,371.49
Total liabilities	5,515,027.57	5,959,737.87	-	1,759,823.20	745,882.90	58,657,927.59	1,610.48	-	-	172,661,780.40
Fund Equity										
Contributed capital	-	-	-	-	-	-	-	-	-	-
Investment in general fixed assets	-	-	-	-	-	-	-	-	-	-
Retained earnings:	-	-	-	-	-	-	-	-	-	-
Reserved for replacement and extension	-	-	-	-	-	-	156,417,182.24	-	-	156,417,182.24
Reserved for debt service	-	-	-	-	-	-	-	-	-	-
Unreserved	-	-	-	-	2,160,291.74	58,169,637.94	-	-	-	60,351,537.67
Fund balances:										
Nonspendable	143,484.52	69,044.34	-	-	-	-	-	-	-	1,104,437.49
Restricted	33,799.22	7,308,911.50	159,861.69	10,213,137.87	-	-	-	-	-	17,715,710.28
Committed	125,603.37	-	-	-	-	-	-	-	-	125,603.37
Encumbrances	6,942,433.53	490,799.68	-	1,378,229.58	822.35	3,994,102.03	-	-	-	13,405,397.27
Assigned	10,675,171.51	2,210,547.19	-	3,783,457.61	-	-	-	-	-	16,688,133.18
Unassigned	18,611,522.05	(407,159.94)	-	-	-	-	-	-	-	18,204,372.11
Total fund equity	36,532,024.30	5,680,143.27	159,861.69	15,974,825.16	2,161,114.09	62,163,739.97	156,417,182.24	-	-	284,013,363.51
Total liabilities and fund equity	42,047,051.87	15,649,880.34	159,861.69	17,733,648.36	2,906,996.99	120,831,667.56	156,417,182.24	100,003,371.49	-	456,675,144.01

Sportsplex Fund Cash Balance is \$5,474,937.03

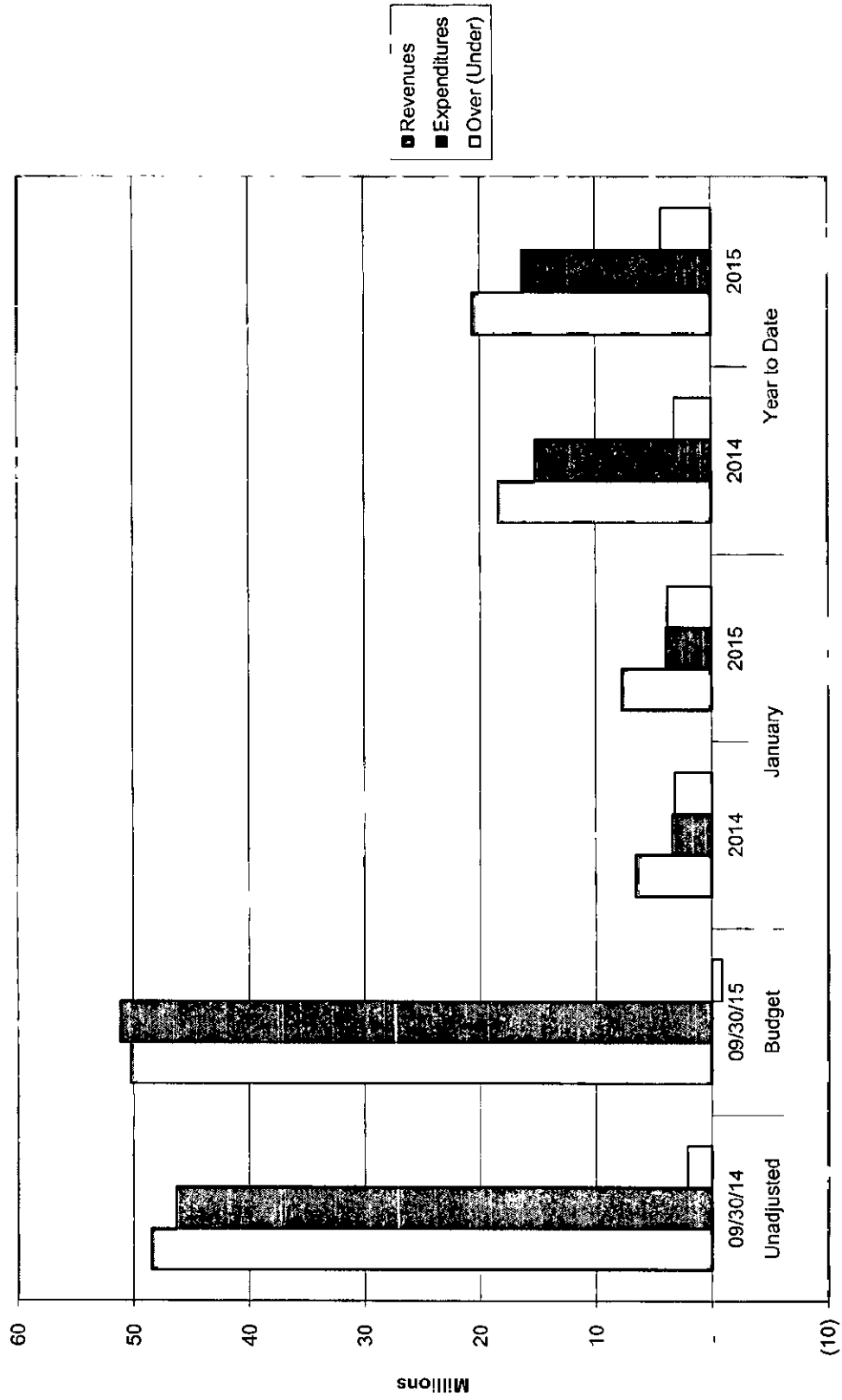
City of Opelika
Combined Statement of Revenues, Expenditures and Changes in fund balance
All Governmental Fund Types
For Four Months Ending January 31, 2015

	General	Special Revenue Funds	Debt Service Funds Total	*Capital Projects Funds	Library Trust Fund	Memo Total
Revenues:						
Taxes	12,321,021.43	5,501,401.16	-	-	-	17,822,422.59
Special Assessments	4,523.76	-	-	-	-	4,523.76
Licenses and permits	5,769,894.41	122,418.03	-	-	-	5,892,310.44
Intergovernmental revenues	131,276.95	158,245.66	-	-	-	289,522.61
Charges for services	564,395.00	-	-	-	-	564,395.00
Fines and forfeits	177,553.15	38,541.46	-	-	-	216,094.61
Miscellaneous revenues	103,856.75	6,417.82	45.81	22,492.01	-	132,812.39
Total revenues	19,072,921.45	5,827,022.13	45.81	22,492.01	-	24,922,481.40
Expenditures:						
Current:						
General Government	1,845,244.73	71,538.68	-	-	-	1,916,783.41
Public safety	4,755,193.05	11,709.04	-	69,739.94	-	4,836,642.03
Public works	1,434,190.84	(52,131.43)	-	79,118.44	-	1,461,177.85
Health, Education and Welfare	1,144,335.42	-	-	-	-	1,144,335.42
Culture and Recreation	2,000,201.59	-	-	4,176.00	-	2,004,377.59
Economic development	583,332.34	200,734.62	-	-	-	784,066.96
Capital outlay	479,810.05	-	-	-	-	479,810.05
Debt service:						
Principal retirement	184,153.07	-	2,305,000.00	-	-	2,489,153.07
Interest	64,319.17	-	1,784,251.89	-	-	1,848,571.06
Bond issue cost	-	-	147,351.70	-	-	147,351.70
Payment to escrow agent	-	-	5,395.50	-	-	5,395.50
Total expenditures	12,490,780.26	231,850.91	4,241,595.09	153,034.38	-	17,117,664.64
Excess of revenues over (under) expenditures	6,582,141.19	5,595,171.22	(4,241,553.28)	(130,542.37)	-	7,804,816.76
Other financing sources:						
Proceeds from General Long Term Debt	45,588.90	-	9,944,000.05	-	-	9,989,588.95
Sale of fixed assets	56,572.32	-	-	-	-	56,572.32
Operating transfers in	1,403,976.41	239,215.34	3,459,051.79	886,034.17	-	5,988,277.71
Operating transfers out	(3,802,334.32)	(45,588.90)	(10,046,556.88)	(959,814.67)	-	(14,854,694.77)
Total other financing sources (uses)	(2,295,856.69)	193,626.44	3,356,094.96	(73,780.50)	-	1,180,084.21
Excess of revenues and other sources over (under) expenditures and other uses	4,286,284.50	5,788,797.66	(885,858.32)	(204,322.87)	-	8,984,900.97
Fund balances, beginning of year	32,245,739.80	3,891,345.61	1,045,720.01	16,179,148.03	10,956.77	53,372,910.22
Fund balances, end of year	36,532,024.30	9,680,143.27	159,861.69	15,974,825.16	10,956.77	62,357,811.19
Assigned, Committed, Restricted, ect	(17,920,492.25)	(10,087,303.21)	(159,861.69)	(15,974,825.16)	(10,956.77)	(44,153,439.08)
Fund balances, Unassigned	18,611,532.05	(407,159.94)	0.00	0.00	-	18,204,372.11

City of Opelika
 Combined Statement of Revenues, Expenses and Changes in Retained Earnings/
 Fund Balances - All Proprietary Fund Types and Similar Trust Funds
 For Four Months Ending January 31, 2015

	Proprietary Fund Types					Fiduciary Fund Types		
	Enterprise Funds				Internal Service		Non-Expendable Trust	
	Electric Utility	Telecommunication System	1965 Sewer System	Solid Waste Collection	Workman's Compensation	Health Insurance	Garden Hills Cemetery	Memo Total
Operating revenues:								
Charges for services	11,831,146.09	1,142,723.45	1,333,452.92	853,983.00	182,087.34	716,064.30	-	18,159,449.10
Interest	-	-	-	-	2,437.48	93.68	16,307.17	18,338.34
Total operating revenues	11,831,146.09	1,142,723.45	1,333,452.92	853,983.00	184,524.83	716,147.98	16,307.17	18,178,287.44
Operating expenses:								
Purchases	8,741,802.91	713,657.78	-	98,145.48	-	-	-	9,553,406.15
Depreciation	928,536.40	383,596.32	342,337.48	58,469.48	-	-	-	1,692,939.68
Personal services	1,048,264.98	172,459.17	1,248.00	396,565.92	-	-	-	1,619,538.07
Other	756,428.98	318,338.96	783,098.49	189,276.90	35,571.89	1,073,714.54	1,038.40	3,115,466.16
Total operating expenses	11,472,833.27	1,500,052.23	1,108,683.97	725,457.78	35,571.89	1,073,714.54	1,038.40	15,981,350.06
Operating income	458,314.82	(423,328.78)	226,768.95	128,525.24	148,952.94	(357,566.56)	15,270.77	196,937.38
Nonoperating revenue (expenses):								
Interest revenue	18,822.40	179.83	1,387.00	531.47	-	-	-	18,820.70
Miscellaneous revenue	533,099.71	14,801.71	43.15	11,210.30	-	-	-	559,154.87
Interest expense and fiscal charges	(477,565.24)	(125,992.58)	(105,660.88)	-	-	-	-	(709,218.50)
Other expenses	-	-	-	-	-	-	-	-
Total nonoperating revenue (expenses)	72,356.93	(111,011.04)	(104,230.53)	11,741.77	-	-	-	(131,142.87)
Income before operating transfers	530,671.75	(534,339.82)	122,538.42	140,267.01	148,952.94	(357,566.56)	15,270.77	65,794.51
Operating transfers in/Contributed Capital Developers	116,186.16	-	38,819.45	-	-	-	10,837.50	165,843.11
Operating transfers out	(978,802.68)	-	-	-	-	-	(4,500.28)	(981,302.86)
Total operating transfers	(860,616.42)	-	38,819.45	-	-	-	6,337.22	(815,459.75)
Net income (loss)	(329,944.67)	(534,339.82)	161,357.87	140,267.01	148,952.94	(357,566.56)	21,607.99	(749,665.24)
Retained earnings, Fund balances, beginning of year	39,028,518.38	(2,966,833.97)	25,833,964.98	832,750.21	2,369,727.71	-	891,908.13	65,988,035.42
Retained earnings, Fund balances, end of year	38,698,573.69	(3,501,173.79)	25,995,322.85	973,017.22	2,518,680.65	(357,566.56)	913,516.12	65,238,370.18
Encumbrances	3,573,625.58	(788,772.03)	927,138.28	282,110.20	-	822.35	-	3,994,924.38
Retained earnings, Fund balances, less encumbrances	35,124,948.11	(2,712,401.78)	25,068,184.57	690,907.02	2,518,680.65	(358,388.91)	913,516.12	61,243,445.80
Cash Flows:								
Add: Net Income (Loss)	(329,944.67)	(534,339.82)	161,357.87	140,267.01	148,952.94	(357,566.56)	21,607.99	(749,665.24)
Add: Depreciation	928,536.40	383,596.32	342,337.48	58,469.48	-	-	-	1,692,939.68
Subtract: Capital Outlay	(751,994.17)	(213,510.25)	(17,901.00)	(0.00)	-	-	-	(983,405.42)
Decrease (Increase) in Receivables	(80,083.04)	(42,108.89)	917,362.19	(9,297.10)	-	(0.00)	-	785,905.35
Decrease (Increase) in Inventory	(204,486.10)	-	-	-	-	-	-	(204,486.10)
Decrease (Increase) in Prepaid	(42,824.44)	(3,747.63)	(3,468.02)	(25,857.09)	-	-	-	(75,917.18)
Decrease (Increase) in Restricted Assets	(475,203.23)	-	86,588.15	-	-	-	-	(408,615.08)
Decrease (Increase) in Deferred charges	2,453.18	-	(0.00)	-	-	-	-	2,453.18
Increase (Decrease) in Liabilities	(2,342,463.72)	(133,192.79)	35,364.22	(59,045.80)	(45,736.42)	(94,303.73)	(335.84)	(2,638,714.08)
Add: Book Value of Disposed Assets	-	-	-	-	-	-	-	-
Change in Cash	(3,299,011.81)	(563,300.86)	1,501,650.89	104,538.50	103,219.52	(451,870.29)	21,272.15	(2,560,506.90)
Cash Balance September 30, 2014	17,079,762.00	816,728.39	2,521,838.54	504,625.69	2,765,774.19	415,364.63	893,254.45	24,993,348.99
Cash Balance January 31, 2015	13,779,750.19	253,427.53	4,023,489.43	609,163.19	2,869,993.71	(36,505.68)	914,526.60	22,412,841.99

General Fund Revenue & Expenditure Summary



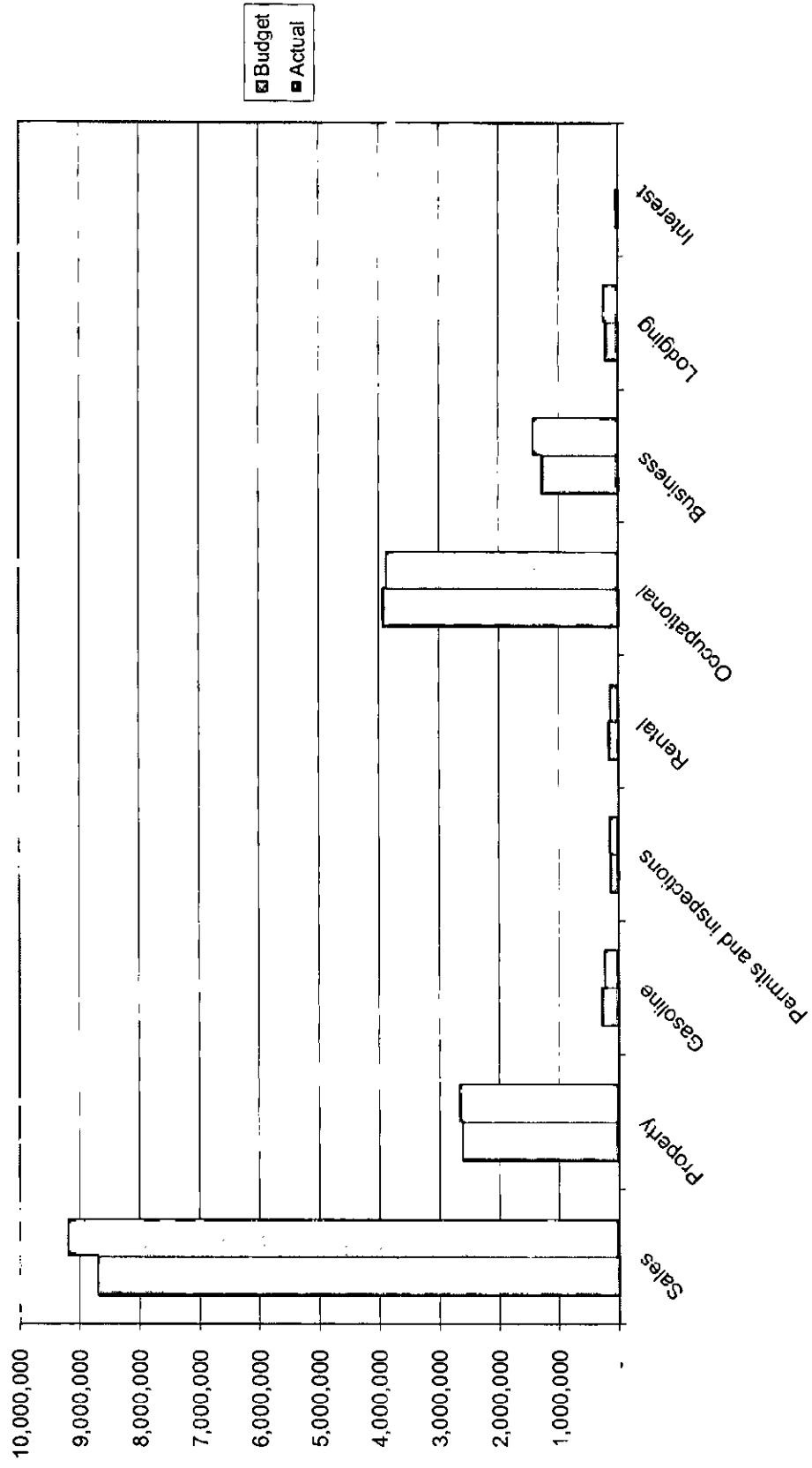
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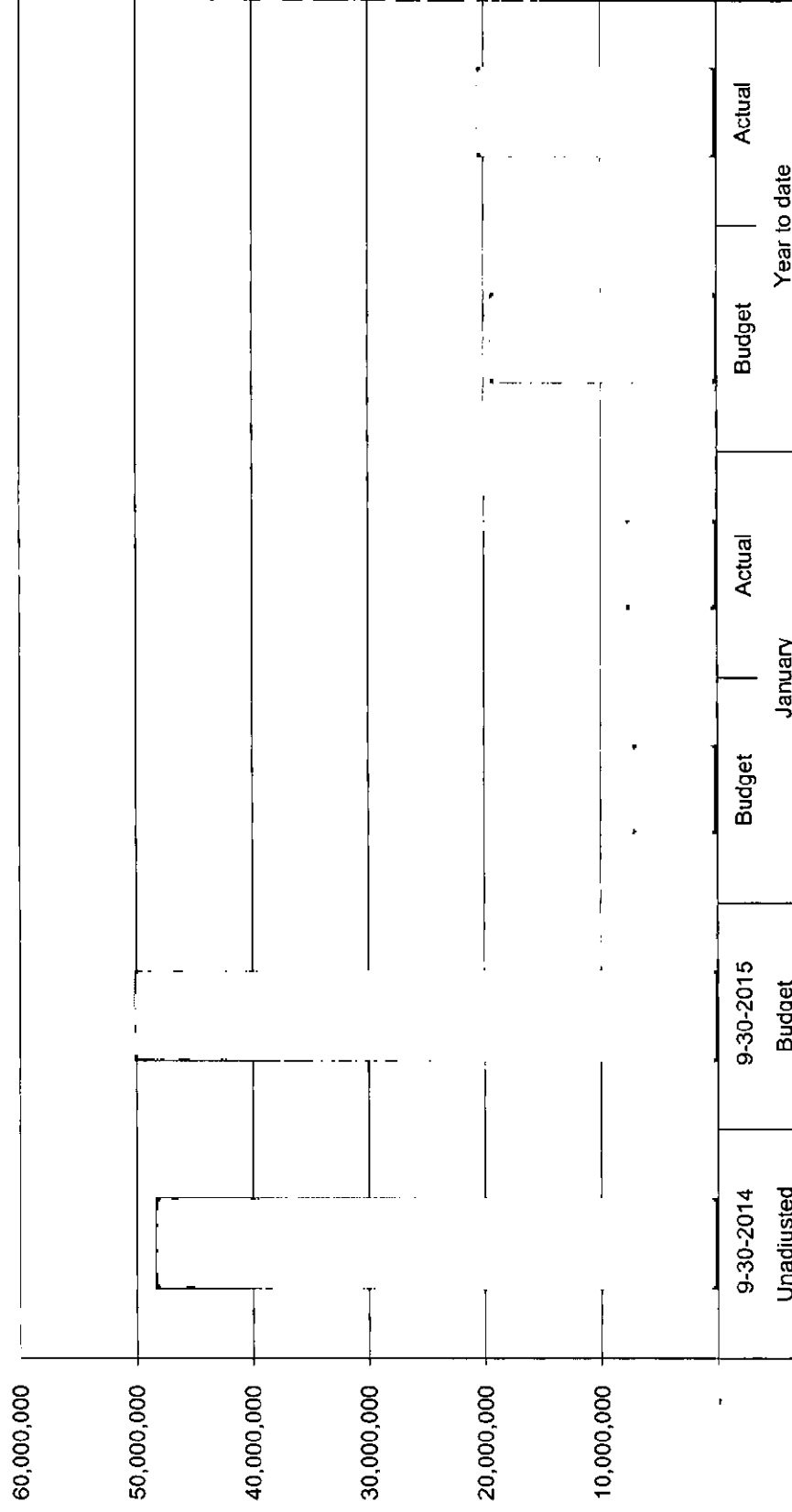
City of Opelika
General Fund
Revenue and Expenditure Summary

	Unadjusted 09/30/14	Budget 09/30/15	2014	January 2015	Year to Date 2014	2015	% Chg
Revenues:							
Taxes	29,957,518	30,161,000	3,839,479	4,090,453	11,718,822	12,321,021	5
Special assessments	8,382	10,000	286	179	1,154	4,924	327
Licenses and permits	13,239,339	13,311,000	2,384,699	2,938,164	5,126,852	5,769,894	13
Intergovernmental revenues	520,395	465,595	24,504	35,975	109,467	131,277	20
Charges for services	1,846,646	1,647,120	142,849	163,818	624,225	564,395	(10)
Fines and forfeits	868,240	775,000	57,397	48,745	225,372	177,553	(21)
Miscellaneous	561,753	321,581	21,954	21,145	212,687	103,857	(51)
Total revenues	47,002,273	46,691,296	6,471,168	7,298,480	18,018,579	19,072,921	6
Expenditures:							
Current:							
General government	4,877,201	5,612,472	399,446	413,587	1,674,456	1,845,245	10
Public safety	13,466,390	14,540,903	1,405,397	1,389,304	4,523,062	4,755,193	5
Public works	3,732,121	3,884,368	311,344	535,647	1,219,476	1,434,191	18
Health, Education and Welfare	3,411,871	3,428,678	275,582	275,752	1,123,827	1,144,335	2
Culture and recreation	5,935,316	6,379,915	525,730	610,448	1,880,474	2,000,202	6
Economic Development	1,641,699	1,610,547	228,694	278,253	492,552	583,332	18
Capital outlay	1,991,724	3,637,976	42,404	190,171	304,695	479,810	57
Debt service:							
Principal retirement	1,786,555	561,984	44,029	46,332	174,998	184,153	5
Interest	211,371	183,433	18,089	15,786	73,474	64,319	(12)
Bond issue cost	-	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-	-
Total expenditures	37,054,248	39,840,276	3,250,715	3,755,280	11,467,014	12,490,780	9
Excess of revenues over(under) expenditures	9,948,025	6,851,020	3,220,453	3,543,200	6,551,565	6,582,141	-
Other financing sources(uses):							
Proceeds form General Long Term Debt	327,939	-	-	45,589	-	45,589	-
Sale of fixed assets	80,165	42,153	150	14,495	32,387	56,912	76
Other financing sources	1,035,603	3,492,507	112,865	414,924	340,364	1,403,976	312
Operating transfers out	(9,290,527)	(11,274,437)	(156,184)	(191,314)	(3,708,439)	(3,802,334)	3
Total other financing sources(uses)	(7,846,820)	(7,739,777)	(43,169)	283,694	(3,335,688)	(2,295,856)	(31)
Excess of revenues and other sources over(under) expenditures and other uses	2,101,205	(888,757)	3,177,285	3,826,894	3,215,877	4,286,285	33
Fund balances, beginning	30,144,535	32,245,740	30,183,127	32,705,132	30,144,535	32,245,740	7
Fund balances, ending	32,245,740	31,356,983	33,360,412	36,532,025	33,360,412	36,532,025	10
Less:							
Restricted, Committed, Assigned, nonspendable and encumbered Fund Balance:							
Nonspendable Reserved for Inventory	146,057	143,485	167,597	143,485	167,597	143,485	(14)
Restricted for Law Enforcement	21,600	33,799	13,854	33,799	13,854	33,799	144
Committed for Ward I - Misc Projects	7,278	5,628	4,628	5,628	4,628	5,628	22
Committed for Ward II - Misc Projects	2,144	494	144	494	144	494	243
Committed for Ward III - Misc Projects	1,736	86	236	86	236	86	(64)
Committed for Ward IV - Misc Projects	10,735	8,585	7,585	8,585	7,585	8,585	13
Committed for Ward V - Misc Projects	5,215	3,565	2,565	3,565	2,565	3,565	39
Assigned for 1994 Warrants and Road Imp	2,949,888	3,327,447	2,452,631	3,327,447	2,452,631	3,327,447	36
Assigned for 2011 1% Sales Tax	7,664,672	7,347,725	5,283,374	7,347,725	5,283,374	7,347,725	39
Committed for Farrish Street Drainage	13,410	13,410	13,410	13,410	13,410	13,410	-
Committed for Southside Park	25,000	25,000	25,000	25,000	25,000	25,000	-
Committed for Facilities	-	-	-	-	-	-	-
Committed for Veterans Memorial	54,835	54,835	54,835	54,835	54,835	54,835	-
Committed for Drainage - Brannon/Jeter	14,000	14,000	14,000	14,000	14,000	14,000	-
Encumbrances	1,233,120	-	6,806,383	6,942,434	6,806,383	6,942,434	2
	12,149,690	10,978,059	14,846,242	17,920,493	14,846,242	17,920,493	21
Unassigned Fund Balance	20,096,050	20,378,924	18,514,170	18,611,532	18,514,170	18,611,532	1
20% Budgeted Revenues	9,338,259				9,338,259	9,338,259	
Amount remaining	10,757,791				9,175,911	9,273,273	

Budget vs Actual



Total Revenue



■ Total revenue and other financing sources

(...)

(...)

City of Opelika
General Fund - Revenues
Comparison of Actual to Budget

	Unadjusted 9-30-2014	Budget 9-30-2015	January Budget	Actual	Year to date Budget	Actual	% Over (Under)
Taxes:							
Sales	25,531,042	25,747,000	2,546,000	2,770,294	8,702,000	9,204,368	6
Property:							
Property	3,024,488	3,034,000	1,254,000	1,208,322	2,608,000	2,681,638	3
Payments in lieu of property tax	26,002	9,000	-	-	-	-	-
Total property	3,050,490	3,043,000	1,254,000	1,208,322	2,608,000	2,681,638	3
Other:							
Gasoline	769,258	818,000	71,000	63,856	278,000	246,387	(11)
Cigarette	83,243	89,000	6,000	4,307	29,000	27,394	(6)
Wine and liquor	23,319	25,000	3,000	2,593	9,000	9,054	1
Rental	500,166	439,000	32,000	41,081	164,000	157,180	(7)
Total other	1,375,986	1,371,000	112,000	111,836	480,000	435,016	(9)
Total taxes	29,957,518	30,161,000	3,912,000	4,090,453	11,790,000	12,321,021	5
Special assessments	8,382	10,000	2,000	175	2,000	4,924	146
Licenses and permits:							
Occupational license fee	8,917,021	9,029,000	1,679,000	1,583,004	3,934,000	3,894,287	(1)
Business:							
General	3,150,917	3,148,000	1,121,000	1,234,073	1,271,000	1,434,909	13
Lodging	671,296	618,000	28,000	55,471	216,000	255,926	18
Franchise fee	79,861	67,000	-	2,583	-	1,737	-
Total business	3,901,074	3,833,000	1,149,000	1,292,127	1,487,000	1,693,573	14
Telecommunications permits and fees	11,000	9,000	-	5,000	1,000	7,000	-
Permits and inspections	409,244	440,000	34,000	58,033	135,000	175,034	30
	420,244	449,000	34,000	63,033	136,000	182,034	34
Total licenses and permits	13,239,339	13,311,000	2,862,000	2,938,164	5,557,000	5,769,894	4
Intergovernmental:							
Shared County							
Motor vehicle license	103,277	112,000	4,000	4,571	42,000	40,530	(3)
Shared state:							
Bank excise	144,739	119,000	-	-	-	-	-
Business privilege tax	71,801	71,000	-	-	-	-	-
Liquor tax profits	121,362	118,000	11,000	15,274	38,000	43,627	15
State asset forfeiture	15,142	7,479	265	35	530	12,048	2,173
Total shared state	353,044	315,479	11,265	15,309	38,530	55,675	44
Other:							
Shared Federal asset forfeiture	27,363	27,616	2,301	0	9,204	13,382	45
State and county grants	35,709	10,500	56	16,095	10,056	21,690	116
Total other	64,072	38,116	2,357	16,095	19,260	35,072	82
Total intergovernmental	520,393	465,595	17,622	35,975	99,790	131,277	32
Charge for service:							
General government:							
Other	13,012	23,000	1,000	50	8,000	3,101	(61)
Public safety:							
Towing	2,301	490	49	263	103	1,313	-
Fire training	-	-	-	-	-	-	-
Highway Safety Program	1,444	-	-	-	-	-	-
City Schools	12,000	11,900	-	-	-	-	-
Housing Authority	35,000	-	-	-	-	-	-
911	102,000	40,000	3,000	-	14,000	-	-
Auburn University	64,608	60,130	1,013	80	34,025	32,537	(4)
Health:							
Graves and monuments	124,275	113,000	10,000	18,625	35,000	54,650	56
Public Works:							
Paving/Plan review fees	67,842	27,900	2,000	10,614	9,000	22,735	-
Culture and recreation:							
Entry fees and concessions	1,424,165	1,372,500	114,550	134,186	455,032	450,059	(1)
Total charges for service	1,845,647	1,647,120	131,612	163,818	555,160	564,395	2
Fines and forfeits:							
Fines and costs	868,240	775,000	57,000	48,745	226,000	177,553	(21)
Miscellaneous:							
Interest	85,412	92,000	6,000	4,065	47,000	16,809	(64)
Other	475,341	229,581	20,283	17,080	36,313	87,047	140
Total miscellaneous	561,753	321,581	26,283	21,145	83,313	103,857	25
Total revenue	47,003,272	46,691,296	7,008,517	7,298,480	18,313,273	19,072,921	4
Other Financing Sources:							
Proceeds of General Obligation Debt	327,939	-	-	45,589	-	45,589	-
Operating transfers-in:							
Electric fund	922,140	2,924,112	243,763	243,414	974,002	976,803	-
Sale of Fixed Assets	80,165	42,153	4,446	14,495	6,581	56,912	-
Other transfers	113,463	568,395	47,365	171,510	189,460	427,174	125
Total operating transfers-in	1,115,768	3,534,660	295,574	429,419	1,170,043	1,460,889	25
Total other financing sources	1,443,707	3,534,660	295,574	475,008	1,170,043	1,506,478	29
Total revenue and other financing sources	48,445,979	50,225,956	7,304,091	7,773,488	19,483,316	20,579,399	6

City of Opelika
General Fund - Revenues
Comparison to Last Year

	Unadjusted 9-30-2014	Budget 9-30-2015	January		Year to date		% Over (Under)
	2014	2015	2014	2015	2014	2015	
Taxes:							
Sales	25,531,042	25,747,000	2,460,516	2,770,294	8,627,891	9,204,368	7
Property:							
Property	3,024,488	3,034,000	1,269,371	1,208,321	2,640,693	2,681,638	2
Payments in lieu of property tax	25,002	9,000	-	-	-	-	-
Total property	3,053,490	3,043,000	1,269,371	1,208,321	2,640,693	2,681,638	2
Other:							
Gasoline	769,258	818,000	69,940	63,856	269,012	246,387	(8)
Cigarette	83,243	89,000	4,827	4,307	17,024	27,394	1
Wine and liquor	23,319	25,000	2,530	2,593	8,858	9,954	1
Rental	509,166	439,000	32,295	41,081	146,143	152,180	4
Total other	1,375,986	1,371,000	109,592	111,836	451,038	435,016	(4)
Total taxes	29,957,518	30,161,000	3,839,479	4,090,453	11,718,822	12,321,021	5
Special assessments	8,382	10,000	286	179	1,154	4,924	322
Licenses and permits:							
Occupational license fee	8,917,021	9,029,000	1,476,245	1,583,004	3,724,351	3,894,287	5
Business:							
General	3,153,917	3,148,000	837,927	1,234,073	1,027,813	1,434,909	40
Lodging	671,296	618,000	25,525	55,471	210,482	255,926	22
Franchise fee	79,861	67,000	2,660	2,583	2,650	2,737	3
Total business	3,905,074	3,833,000	866,113	1,292,127	1,240,956	1,693,573	36
Telecommunications permits and fees	11,000	9,000	-	5,000	5,000	7,000	40
Permits and inspections	409,244	440,000	42,341	58,031	156,545	175,034	12
	420,244	449,000	42,341	63,031	161,545	182,034	13
Total licenses and permits	13,239,339	13,311,000	2,384,699	2,938,164	5,126,852	5,769,894	13
Intergovernmental:							
Shared County							
Motor vehicle license	103,277	112,000	3,861	4,571	38,740	40,530	5
Shared state:							
Bank excise	144,739	119,000	-	-	-	-	-
Business privilege tax	71,801	71,000	-	-	-	-	-
Liquor tax profits	121,362	118,000	15,193	15,274	40,600	43,627	7
State asset forfeiture	15,142	7,479	-	35	5,831	12,048	107
Total shared state	353,044	315,479	15,193	15,309	46,431	55,675	20
Other:							
Shared Federal asset forfeiture	27,363	27,616	0	0	13,297	13,382	-
State and county grants	36,709	10,500	5,450	16,095	10,990	21,690	99
	64,072	38,116	5,450	16,095	24,296	35,072	44
Total intergovernmental	520,393	465,595	24,504	35,925	109,467	131,277	20
Charge for service:							
General government:							
Other	13,011	23,000	640	50	5,115	3,101	(39)
Public safety:							
Towing	2,301	490	105	263	571	1,313	
Fire training	-	-	-	-	-	-	-
Highway Safety Program	1,444	-	0	-	1,444	-	-
City Schools	12,000	11,000	-	-	-	-	-
Housing Authority	35,009	-	17,500	-	35,000	-	-
E911	102,009	40,000	(0)	-	72,000	-	-
Auburn University	64,608	60,130	-	80	36,655	32,537	(11)
Health:							
Graves and monuments	124,275	113,000	9,850	18,625	35,675	54,650	53
Public Works:							
Paving/Plan review fees	67,842	27,000	6,836	10,614	28,047	22,735	(19)
Culture and recreation:							
Entry fees and concessions	1,424,165	1,272,500	107,919	134,186	409,718	450,059	10
Total charges for service	1,846,647	1,647,120	142,849	163,818	624,225	564,395	(10)
Fines and forfeits:							
Fees and costs	868,240	775,000	57,397	48,745	215,372	177,553	(21)
Miscellaneous:							
Interest	86,412	92,000	3,805	4,065	15,898	16,809	6
Other	475,341	229,581	18,149	17,080	166,789	87,047	(56)
Total miscellaneous	561,753	321,581	21,954	21,145	212,687	103,857	(51)
Total revenue	47,002,272	46,691,296	6,471,168	7,298,480	18,018,579	19,072,921	6
Other Financing Sources:							
Proceeds of General Obligation Debt	327,939	-	-	45,589	-	45,589	-
Operating transfers-in:							
Electric fund	922,140	2,924,112	88,005	243,414	315,496	976,803	210
Sale of Fixed Assets	80,165	42,153	150	14,495	32,387	56,912	76
Other transfer	113,463	568,395	24,861	171,510	24,868	427,174	1,618
Total operating transfers-in	1,115,768	3,534,660	113,015	429,419	372,751	1,460,889	292
Total other financing sources	1,443,707	3,534,660	113,015	475,008	372,751	1,506,478	304
Total revenue and other financing sources	48,445,979	50,225,956	6,584,184	7,773,488	18,391,330	20,579,399	12

City of Opelika
General Fund
Comparison of Budget and Actual

	Unadjusted 9-30-2014	Budget 9-30-2015	January Budget	Actual	Year to date Budget	Actual	% YTD Budget
General Government:							
Legislative	333,084	425,516	32,776	29,474	164,384	125,217	(24)
Executive	210,899	427,281	31,037	20,787	126,614	59,422	(53)
Legal	95,949	140,696	11,715	14,046	46,900	41,713	(11)
Other:							
Administration	577,075	441,285	28,756	20,384	211,144	172,402	(18)
Accounting	332,122	370,246	30,849	51,018	123,396	120,361	(2)
Human Resources	328,028	445,090	36,820	30,132	147,382	128,405	(13)
Information Technology	899,393	1,255,253	105,185	62,794	413,724	598,369	45
Revenue	253,646	241,077	20,054	24,208	80,526	79,267	(2)
Municipal court	646,862	621,003	51,736	69,485	207,404	174,856	(16)
Purchasing	225,343	205,842	17,134	27,029	68,706	68,799	-
Community Development	126,582	142,552	11,890	11,463	47,392	37,429	(21)
Planning	316,620	353,024	29,293	35,685	118,612	110,777	(7)
Total other	3,705,671	4,075,372	331,717	332,198	1,417,886	1,490,665	5
Nondepartmental	531,598	543,607	45,341	17,083	180,850	128,228	(29)
Total general government	4,877,201	5,612,472	452,586	413,588	1,936,534	1,845,245	(5)
Public safety:							
Police:							
Total police	7,923,707	9,018,183	751,780	846,755	2,998,853	2,850,072	(5)
Fire:							
Total fire	5,108,287	5,191,244	430,486	542,549	1,747,228	1,822,252	4
Nondepartmental	334,476	331,476	27,622	-	110,488	82,869	(25)
Total public safety	13,466,390	14,540,903	1,209,888	1,389,304	4,856,569	4,755,193	(2)
Public Works:							
Streets	1,068,506	1,091,719	89,965	166,896	371,580	434,459	17
Engineering	403,517	555,524	46,019	44,211	187,246	149,818	(20)
Other:							
Administration	335,004	342,724	28,519	52,628	114,556	132,983	16
Cemetery	206,968	191,936	15,925	32,513	64,570	81,402	26
Auto shop	342,786	347,660	28,789	57,019	117,336	143,995	23
Building maintenance	331,330	322,201	26,685	52,914	108,720	133,061	22
Inspection	477,869	488,560	40,554	41,613	164,066	136,361	(17)
Grounds maintenance	566,141	543,994	45,123	87,852	183,002	222,111	21
Total other	2,260,098	2,237,125	185,595	324,539	752,250	849,913	13
Total public works	3,732,121	3,884,368	321,579	535,646	1,311,476	1,434,190	9
Health, Education and Welfare							
Animal control	59,444	63,489	5,258	6,361	21,352	19,772	(7)
Nondepartmental	3,352,427	3,365,189	289,427	269,391	1,121,708	1,124,563	-
Total health, education and welfare	3,411,871	3,428,678	285,685	275,752	1,143,060	1,144,335	-
Culture and recreation							
Parks and recreation	5,091,594	5,558,338	460,554	523,648	1,873,506	1,696,139	(9)
Library	751,222	721,905	60,007	76,799	241,778	236,187	(2)
Nondepartmental	92,500	99,622	8,353	10,000	30,699	67,875	126
Total culture and recreation	5,935,316	6,379,915	528,913	610,447	2,145,383	2,000,201	(7)
Economic Development							
Economic Development	385,622	546,797	45,558	47,260	182,232	138,051	(24)
Nondepartmental	1,256,076	1,063,750	88,642	230,993	354,568	445,281	26
Total economic development	1,641,698	1,610,547	134,200	278,253	536,800	583,332	9
Capital outlay	1,991,724	3,637,976	296,995	190,171	1,179,597	479,810	(59)
Total expenditures	35,056,322	39,094,859	3,229,852	3,693,161	13,109,419	12,242,306	(7)
Transfers - out:							
Transfer to PR/Jail Construction Fund	2,388,327	2,418,375	201,531	281,486	806,124	886,034	10
Transfers to other funds	84,538	117,652	9,161	1,688	9,161	12,347	35
Debt service	8,815,588	9,483,827	790,317	(29,742)	3,161,268	3,152,426	-
Total transfers - out	11,288,453	12,019,854	1,001,009	253,432	3,976,553	4,050,807	2
Total expenditures and transfers - out	46,344,775	51,114,713	4,230,861	3,946,593	17,085,972	16,293,113	(5)

City of Opelika
General Fund
Expenditures

	Unadjusted 9-30-2014	Budget 9-30-2015	January 2014	January 2015	Year to date 2014	Year to date 2015	% Last Year
General Government:							
Legislative	333,084	425,516	27,174	29,474	147,085	125,217	(15)
Executive	210,899	427,281	17,360	20,787	46,480	59,422	28
Legal	95,949	140,696	11,421	14,046	11,421	41,713	265
Other:							
Administration	577,075	441,285	27,160	20,384	168,966	172,402	2
Accounting	332,122	370,246	53,358	51,018	122,306	120,361	(2)
Human Resources	328,028	445,090	25,548	30,132	98,018	128,405	31
Information Technology	899,393	1,255,253	64,177	62,794	476,296	598,369	26
Revenue	253,646	241,077	26,418	24,208	85,101	79,267	(7)
Municipal court	646,862	621,003	56,081	69,485	179,739	174,856	(3)
Purchasing	225,343	205,842	24,938	27,029	76,214	68,799	(10)
Community Development	126,582	142,552	14,369	11,463	39,680	37,429	(6)
Planning	316,620	353,024	35,193	35,685	106,466	110,777	4
Total other	3,705,671	4,075,372	327,242	332,198	1,352,786	1,490,665	10
Nondepartmental	531,598	543,607	16,250	17,083	116,686	128,228	10
Total general government	4,877,201	5,612,472	399,447	413,588	1,674,458	1,845,245	10
Public safety:							
Police:							
Total police	7,923,707	9,018,183	853,622	846,755	2,747,478	2,850,072	4
Fire:							
Total fire	5,208,207	5,191,244	551,775	542,549	1,691,965	1,822,252	8
Nondepartmental	334,476	331,476	-	-	83,619	82,869	(1)
Total public safety	13,466,390	14,540,903	1,405,397	1,389,304	4,523,062	4,755,193	5
Public Works:							
Streets	1,068,506	1,091,719	78,753	166,896	364,608	434,459	19
Engineering	403,517	555,524	39,443	44,211	121,721	149,818	23
Other:							
Administration	335,004	342,724	29,472	52,628	106,358	132,983	25
Cemetery	206,968	191,986	15,681	32,513	63,408	81,402	28
Auto shop	342,786	347,660	29,066	57,019	114,668	143,995	26
Building maintenance	331,330	322,201	26,229	52,914	105,234	133,061	26
Inspection	477,869	488,560	48,964	41,613	166,630	136,361	(18)
Grounds maintenance	566,141	543,994	43,736	87,852	176,850	222,111	26
Total other	2,260,098	2,237,125	193,148	324,539	733,148	849,913	16
Total public works	3,732,121	3,884,368	311,344	535,646	1,219,477	1,434,190	18
Health, Education and Welfare							
Animal control	59,444	63,489	6,338	6,361	19,976	19,772	(1)
Nondepartmental	3,352,427	3,365,189	269,244	269,391	1,103,851	1,124,563	2
Total health, education and welfare	3,411,871	3,428,678	275,582	275,752	1,123,827	1,144,335	2
Culture and recreation							
Parks and recreation	5,091,594	5,558,338	445,306	523,648	1,544,197	1,696,139	10
Library	751,222	721,905	80,424	76,799	263,152	236,187	(10)
Nondepartmental	92,500	99,672	-	10,000	73,125	67,875	(7)
Total culture and recreation	5,935,316	6,379,915	525,730	610,447	1,880,474	2,000,201	6
Economic Development							
Economic Development	385,622	546,797	33,052	47,260	116,023	138,051	19
Nondepartmental	1,256,076	1,063,750	195,642	230,993	376,529	445,281	18
Total economic development	1,641,698	1,610,547	228,694	278,253	492,552	583,332	18
Capital outlay	1,991,724	3,637,976	42,404	190,171	304,695	479,810	57
Total expenditures	35,056,322	39,094,859	3,188,598	3,693,161	11,218,545	12,242,306	9
Transfers - out:							
Transfer to PR/Jail Construction Fund	2,388,327	2,418,375	248,681	281,486	798,482	886,034	11
Transfers to other funds	84,538	117,652	563	3,197	6,063	12,347	104
Debt service	8,815,588	9,483,827	(30,941)	(31,250)	3,152,367	3,152,426	-
Total transfers - out	11,288,453	12,019,854	218,303	253,433	3,956,912	4,050,807	2
Total expenditures and transfers - out	46,344,775	51,114,713	3,406,901	3,946,594	15,175,457	16,293,113	7

City of Opelika
General Fund
Capital Outlay

	Unadjusted 9-30-2014	Budget 9-30-2015	January 2014	January 2015	Year to date 2014	Year to date 2015	% Annual Year
General Government:							
Legislative	-	-	-	-	-	-	-
Executive	-	55,000	-	-	-	50,279	91
Legal	-	-	-	-	-	-	-
Other:							
Administration	-	-	-	-	-	-	-
Accounting	-	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-	-
Information Technology	413,782	715,363	34,404	82,627	244,281	129,909	18
Revenue	-	-	-	-	-	-	-
Municipal court	-	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-	-
Community Development	-	-	-	-	-	-	-
Planning	-	-	-	-	-	-	-
Total other	413,782	715,363	34,404	82,627	244,281	129,909	18
Nondepartmental	-	-	-	-	-	-	-
Total general government	413,782	770,363	34,404	82,627	244,281	180,188	23
Public safety:							
Police:							
Total police	605,129	247,057	8,000	66,842	40,942	90,792	37
Fire:							
Total fire	53,909	764,168	-	-	18,389	142,425	19
Nondepartmental	-	-	-	-	-	-	-
Total public safety	659,038	1,011,225	8,000	66,842	59,331	233,217	23
Public Works:							
Streets	214,967	24,250	-	-	-	-	-
Engineering	487,630	1,570,429	-	-	(17,820)	-	-
Other:							
Administration	78,541	194,935	-	32,722	38,693	53,426	27
Cemetery	-	-	-	-	-	-	-
Auto shop	-	-	-	-	-	-	-
Building maintenance	-	-	-	-	-	-	-
Inspection	-	-	-	-	-	-	-
Grounds maintenance	-	-	-	-	-	-	-
Total other	78,541	194,935	-	32,722	38,693	53,426	27
Total public works	781,138	1,789,614	-	32,722	20,873	53,426	3
Health, Education and Welfare							
Animal control	-	-	-	-	-	-	-
Nondepartmental	-	-	-	-	-	-	-
Total health, education and welfare	-	-	-	-	-	-	-
Culture and recreation							
Parks and recreation	123,532	52,539	-	7,980	(19,789)	12,980	25
Library	14,235	14,235	-	-	-	-	-
Nondepartmental	-	-	-	-	-	-	-
Total culture and recreation	137,767	66,774	-	7,980	(19,789)	12,980	19
Economic Development	-	-	-	-	-	-	-
Conference Center	-	-	-	-	-	-	-
Total expenditures	1,991,725	3,637,976	42,404	190,171	304,696	479,811	68
Transfers - out:							
Transfers to other funds	-	-	-	-	-	-	-
Debt service	-	-	-	-	-	-	-
Total transfers - out	-	-	-	-	-	-	-
Total expenditures and transfers - out	1,991,725	3,637,976	42,404	190,171	304,696	479,811	13



*Rich in heritage,
with a vision
for the future*

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Monthly Permits For January, 2015

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	5	4
Plumbing Upgrades	0	5
Electrical Upgrades	1	11
Mechanical Upgrades	1	3
Reroofs And Roof Repairs	0	1
Mobile Home Services	0	1
Building Additions/Accessory Structures	0	6

Monthly Totals For January 2006-2015

2006	\$6,786,655.00
2007	\$5,239,921.00
2008	\$32,792,247.00
2009	\$4,476,139.00
2010	\$6,303,187.00
2011	\$4,772,045.00
2012	\$2,960,123.00
2013	\$4,486,110.00
2014	\$5,831,286.00
2015	\$9,272,265.00

INSPECTION REQUEST TOTAL

363

Total Permits Issued:

3	New Buildings: Commercial	\$4,135,000.00
5	Commercial Renovations And Repairs	\$438,376.00
3	Signs	\$30,804.00
15	New Single Family Homes	\$3,503,978.00
12	Residential Repairs And Renovations	\$219,625.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
38	Total Building Permits Issued	\$8,327,783.00

30	Electrical Permits	\$748,975.00
17	Plumbing Permits	\$96,892.00
10	HVAC Permits	\$98,615.00

95

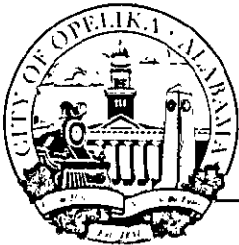
Total Permits Issued For January, 2015

\$9,272,265.00

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR



Jeff Kappelman
Chief Building Inspector



Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

*Rich in heritage,
with a vision
for the future*

Year To Date Report - 2015

Building Repairs	Commercial	Residential
Buildings Condemned	0	2
Buildings Demolished	1	10
Building Repairs	15	22
Plumbing Upgrades	6	22
Electrical Upgrades	10	38
Mechanical Upgrades	11	6
Reroofs And Roof Repairs	4	8
Mobile Home Services	0	1
Building Additions/Accessory Structures	0	19

Yearly Totals For Oct. 1st - Sept. 30th	
2006	\$156,630,888.00
2007	\$129,263,598.00
2008	\$127,407,288.00
2009	\$67,359,271.00
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$33,082,393.00

INSPECTION REQUEST TOTAL	1,305
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11	New Buildings: Commercial	\$14,050,340.00
20	Commercial Renovations And Repairs	\$1,482,568.00
12	Signs	\$78,651.00
49	New Single Family Homes	\$11,826,917.00
60	Residential Repairs And Renovations	\$630,393.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
152	Total Building Permits Issued	\$28,068,869.00

85	Electrical Permits	\$1,769,460.00
73	Plumbing Permits	\$1,369,133.00
60	HVAC Permits	\$1,874,931.00

370	Total Issued for FY 2015	\$33,082,393.00
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JEFF KAPPELMAN
Chief Building Inspector

CITY OF OPELIKA - PLANNING DEPARTMENT
BUILDING INSPECTION DIVISION
JANUARY, 2015 - MONTHLY BUILDING PERMIT DETAIL REPORT

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
15-0002	Gold Hill Construction	1004	Ward Place	Tommie Cooper	Residential Interior Repair	\$11,780.00
15-0016	Builders Professional Group	2704	Tara court	Builders Professional Group	Residential New Single Family	\$152,236.00
15-0017	RKT Properties, LLC	1825	1st Avenue	RKT Properties	Residential Interior Repair	\$10,000.00
15-0018	Phil Nichols	3500	Double Eagle Lane	Phil Nichols	Residential Pergola	\$4,800.00
15-0022	Hector Arias	2800	Tara court	Hector Arias	Residential Accessory Building	\$1,600.00
15-0023	The Letlow Company	311	Guinevere Court	Mel Smyth	Residential Accessory Building	\$160,000.00
15-0027	Builders Professional Group	4101	Chesham Drive	Builders Professional Group	Residential New Single Family	\$363,290.00
15-0028	Builders Professional Group	3024	McKinley Drive	Builders Professional Group	Residential New Single Family	\$243,054.00
15-0029	T.A.B Construction, LLC	810	Waverly Place	Jane Jones	Residential New Single Family	\$167,792.00
15-0031	Sign World, Inc.	3909	Pepperell Parkway	S & L Vapes	Commercial Signage	\$3,444.00
15-0032	Sign World, Inc.	3750	Pepperell Parkway	Asian Supermarket	Commercial Signage	\$9,360.00
15-0033	A-Com Protection Service	2494	Enterprise Drive	Full Moon BBQ	Commercial Fire Alarm	\$9,450.00
15-0035	Donald Allen Development	2015-2145	Interstate Drive	Terre Equities Retail Center	Commercial New Shells	\$2,850,000.00
15-0040	Gold Hill Construction	801	Powledge Avenue	Annie Stinson	Residential Emergency Repairs	\$2,025.00
15-0041	Johnsonkreis Construction Co.	1001	Andrews Road	City of Opelika-Sportsplex	Commercial Interior Renovation	\$99,000.00
15-0042	Simmons Construction	3792	Pepperell Parkway	Harobr Freight	Commercial Interior Renovation	\$299,926.00
15-0043	Edgar Hughston Builder	2307	Anderson Lakes Drive	Edgar Hughston Builder	Residential New Single Family	\$261,794.00
15-0044	Edgar Hughston Builder	2309	Anderson Lakes Drive	Edgar Hughston Builder	Residential New Single Family	\$272,315.00
15-0045	Edgar Hughston Builder	2910	Anderson Lakes Drive	Edgar Hughston Builder	Residential New Single Family	\$201,764.00
15-0046	Edgar Hughston Builder	2908	Anderson Lakes Court	Edgar Hughston Builder	Residential New Single Family	\$231,824.00
15-0054	McVay's Roofing & Home Repair	1316	Denson Drive	Joyce Wallace	Residential Roof Replacement	\$4,925.00
15-0056	Emily Key	607	Crossley Avenue	Emily Key	Residential Interior Repair	\$14,700.00
15-0057	Steven Day Adventist	2011	Columbus Parkway	Steven Day Adventist	Commercial New Accessory Building	\$2,400.00
15-0058	Sun Self Storage	1615	Thompson Drive	Sun Self Storage	Commercial New Building	\$185,000.00
15-0064	Builders Professional Group	2710	Smantha Lane	Builders Professional Group	Residential New Single Family	\$240,069.00
15-0065	Builders Professional Group	2700	Smantha Lane	Builders Professional Group	Residential New Single Family	\$178,035.00
15-0066	Builders Professional Group	2702	Tara court	Builders Professional Group	Residential New Single Family	\$240,126.00
15-0067	Daniel Signs, Inc.	2494	Enterprise Drive	Full Moon BBQ	Commercial Signage	\$18,000.00
15-0068	Riverchase Homes, LLC	2713	Carriage House Lane	Riverchase Homes, LLC	Residential New Single Family	\$299,931.00
15-0069	Riverchase Homes, LLC	2704	Carriage House Lane	Riverchase Homes, LLC	Residential New Single Family	\$267,755.00
15-0078	James Brantley	2301	Dunlop Circle	James Brantley	Residential Accessory Building	\$2,825.00
15-0089	Jarrett Construction Co.	122	North 20th Street	EAMC	Commercial Interior Renovation	\$25,000.00
15-0090	West Fraser, Inc.	2100	Industrial Blvd.	West Fraser	Commercial Equipment Pads	\$1,100,000.00
15-0094	Howard Griggs	#4	17th Street	Howard Griggs	Residential Porch Addition	\$1,000.00

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
15-0095	Harris Security Systems, Inc.	2821	Corporate Park Drive	J. Smith Lanier	Commerical Fire Alarm	\$5,000.00
15-0103	Window World of Montgomery	3105	Mathews Street	Joanne Tolbert	Residential Window Replacement	\$3,570.00
15-0107	Conner Brother's Construction	3616	Double Eagle Lane	Conner Brother's Construction	Residential New Single Family	\$190,033.00
15-0108	Conner Brother's Construction	3409	Double Eagle Lane	Conner Brother's Construction	Residential New Single Family	\$193,960.00

Total \$8,327,783.00

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR


JEFF KAPPELMAN
Chief Building Inspector

Shuman, Robert

From: Jessica Vickery <jessica@womenshope.org>
Sent: Thursday, February 12, 2015 4:04 PM
To: Shuman, Robert
Subject: **2015** ~~2014~~ Women's Hope Walk the Walk-- Permit Request
Attachments: Walk-4-Life Opelika Final Route.pdf

Mr. Shuman,

This is Jessica Vickery from Women's Hope Medical Clinic. I worked with you last year to gain the appropriate permissions for our annual walk fundraiser in Opelika. We have set the date and determined the details for this year's walk, and I wanted to reach out to you once again to gain approval by the city for our event.

Here are the details of the event:

Event: Women' Hope Walk the Walk

Date: Saturday, April 11, 2015

Start Time: 9:00 A.M.

End Time: 10:00 A.M.

Start and end location: First Presbyterian Church of Opelika parking lot (off 9th St.)

Estimated number of participants: 175

her Walk Information: This is, I believe, our 31st annual walk fundraiser. It is the 3rd year we've had a Walk location Opelika.

Blockades and Closings Requested: We are planning to have the same walk route as the one we had last year. With that said, we would need the same streets temporarily closed for the walk. This would include blockades ensuring people could not turn onto 9th Street from 2nd Avenue (with 9th street closed all the way down to 6th Avenue), a blockade at the intesection of 6th Avenue and 9th Street (with 6th Avenue closed between 9th Street and 8th Street), a blockade at the intersection of 6th Avenue and 8th Street (with 8th Street closed all the way to 3rd Avenue), and a blockade at the intersection of 8th Street and 3rd Avenue (with 3rd Avenue closed between 8th Street and 9th Street). These are all of the roads and intersections reflected on the map attached to my email. We will have volunteers to man the barricades provided.

Attached: Detailed Route Map

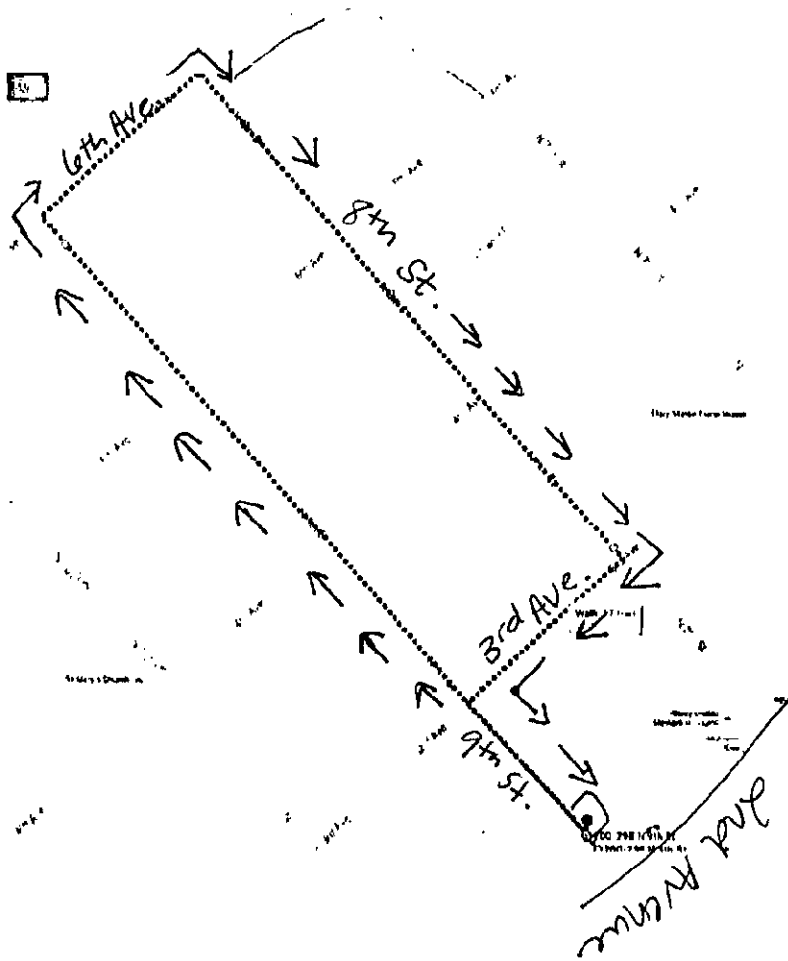
Thank you so much. Please let me know if you need any further information from me to proceed! I hope you're having a wonderful week.

Warm regards,

Jessica Vickery

Jessica Vickery
Public Relations and Events Coordinator
Women's Hope Medical Clinic
jessica@womenshope.org
(334) 502-7000

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail for the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. If you believe you have received this e-mail in error, please immediately notify Jessica Vickery at jessica@womenshope.org or (334) 502-7000.



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

NOTICE is hereby given that the City Council (the "Council") of the City of Opelika, Alabama, (the "City") will meet in public session at 7:00 p.m. on Tuesday, February 17, 2015, in the City Council Chambers of the Municipal Building, 204 South 7th Street in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 642 to the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Project Agreement (the "Agreement") between the City and Golden State Foods Corp., a Delaware Corporation, (the "Company") to be dated the date of delivery with respect to a proposed new manufacturing facility to be located in the City (the "Project").

Pursuant to the Agreement, the Company will agree to establish a state-of-the-art food processing facility at the Northeast Industrial Park in the corporate limits, requiring an initial capital investment in the range of approximately forty million (\$40,000,000.00) to forty-five million dollars (\$45,000,000). In consideration for the obligations of the Company under the Agreement, the City will agree, among other things, to provide financial incentives to the Company described more particularly in the Agreement, including cash incentives, performance incentives, tax abatements and roadway extension and related improvements. In addition, the City will provide a water main, and a sewer line to the property line of the project site at no cost to the Company. The City will also agree, at no cost to the Company, to waive any and all City site plan review fees and building and construction permit fees and all City water tapping and system development fees.

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

The business entity to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value is Golden State Foods Corp.

All interested persons may examine and review the Project Agreement and Resolution at the offices of the City Clerk during normal business hours, before and after the meeting referenced herein.

Further information concerning the information of this Notice can be obtained at the office of the City Clerk during normal business hours.

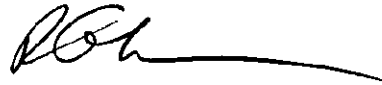
DATED this the 10th day of February 17, 2015.



CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the February 10, 2015, issue of your paper.



CITY CLERK



AMERICAN CANCER SOCIETY RELAY FOR LIFE

Celebrate.

Remember.

Fight Back.

Dear Opelika City Council Members,

The Lee County Unit of the American Cancer Society would like to invite you to join us for the annual Relay For Life. The upcoming Relay For Life is scheduled for Friday, April 24, 2015. One of the most exciting community events to come to Lee County, Relay For Life has become the signature event for the American Cancer Society, not only in Lee County but across the nation.

Relay For Life is a unique event involving teams of walkers competing against each other to raise the most money, camping out, and walking or running around a track in relay fashion. When not on the track, a festival atmosphere is created by team members gathering together at their campsites to enjoy entertainment, food and games. In addition to team members and their "support staff" of friends and family, a large general attendance is expected for subordinate activities that include opening ceremonies, a cancer survivors' walk, a luminaria ceremony and an awards ceremony.

This year, we hope to raise more than \$175,000 in Lee County to be used for much needed cancer research, education, and patient services. Noting a challenging goal, we are focusing our efforts to develop relationships with businesses and individuals in the area who feel strongly about supporting the fight against cancer. Attached, you will find sponsorship levels and benefits. **In the past, the Opelika City Council members have each contributed \$1,000 from their discretionary funds and together sponsored our survivorship activities. We hope we can count on your support again this year.**

Through responsible stewardship like yours, the American Cancer Society can continue to bring lifesaving messages of prevention and detection to the community and hasten progress towards a cure. **With your support, the American Cancer Society can continue to offer programs and services to cancer patients and their families in Lee County. These support groups include Today Our Understanding of Cancer Is Hope (TOUCH), I Can Cope, Reach to Recovery, Bosom Buddies and Look Good...Feel Better, a program where female cancer patients receive free cosmetics and a makeover from a licensed cosmetologist.** Participants in the Lee County Relay also have had the opportunity to enroll in Cancer Prevention Study 3 at the event. It is the start of ground breaking cancer research right here in our community!

Thank you in advance for your time and support. If you have any questions or would like more information, please contact us at the numbers listed below.

Sincerely,

Randy Causey - Caregiver
Event Chair
Randy.causey@eamc.org

Sarah Herren
American Cancer Society - Community Representative
334-444-0894
Sarah.Herren@cancer.org



AMERICAN CANCER SOCIETY RELAY FOR LIFE

Celebrate.

Remember.

Fight Back.

Date of Event – April 24th, 2015

Opening Ceremony Time - 6:00 p.m.

Event Closing Ceremony – 12:01 a.m. on April 25th.

Dear Mayor Fuller and Honorable Opelika City Council:

Thank you so much for your continued support of Relay for Life. We are working hard to make the event even better than last year. With that being said, we need your blessing on a few things. We have already met with Pam Powers Smith of Main Street and agreed upon this plan (See attached map). If we have not covered some of the information needed, please call me and I will be happy to try to answer any questions you may have.

Randy Causey Event Co-Chair – 334-528-1345

- Barricades starting at 4:30 p.m. to close off Ave A and 9th street (red X denotes barricade)
- We will angle the barricades on 9th street on each end from corner to corner to allow vehicles to continue to turn these corners onto the adjoining street.
- Sheriff's Department Trustees will be at each barricade location to allow for outgoing traffic flow and emergency vehicles.
- All local businesses will be informed of the temporary road closures by Pam Powers Smith.
- Add purple dye to the fountain the week leading up to Relay April 20th -24th.

Working towards a cure – Relay for Life 2014 Executive Committee

Brad Hooks – Event Co-Chair – 334-750-2687

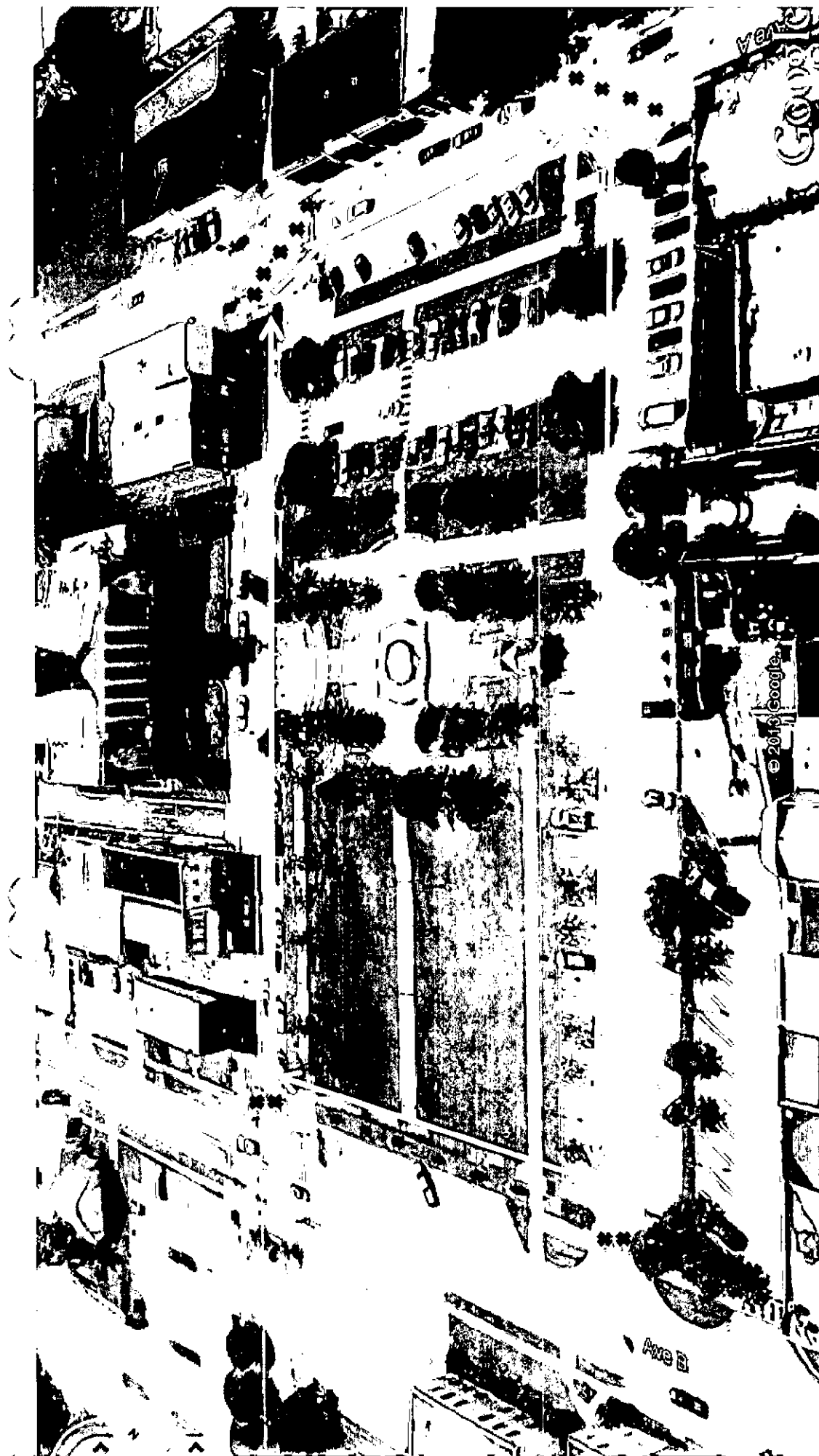
Deana Schnuelle –Event Co-Chair – 334-559-0792

Randy Causey – Event Logistics - 334-528-1345

Billy Browdy – Event Logistics - 334-528-1448

Valeri White – Team Development Chair - 334-787-7290

Sarah Herren – American Cancer Society Representative - 334-444-0894



Barricade

Route



AMERICAN CANCER SOCIETY RELAY FOR LIFE

Celebrate.

Remember.

Fight Back.

What is Relay For Life?

Relay For Life is a community event that gives everyone an opportunity to fight cancer and help save lives. Teams camp out at a local facility and take turns walking or running around a track or path. Because cancer isn't easy, each team is asked to have a representative on the track at all times during the event and to raise a minimum of \$100 each. At Relay For Life, you will celebrate survivors, remember loved ones lost to the disease, and learn more about how to fight back against cancer. While you're raising much-needed funds, you'll also be raising awareness of the importance of cancer prevention, early detection, treatment and patient support. No matter who you are, you can help and there's a place for you at Relay.

Celebrate

All cancer survivors (anyone who has faced a cancer diagnosis) are invited to join us as honored guests in the Survivors Lap, which opens every Relay For Life event. Their strength and courage help the community celebrate the fact that we are making progress in the fight against cancer.

Remember

When the sun goes down, hundreds of Luminarias light the track in remembrance of those who have faced cancer - those we've lost, those still fighting and those who have fought cancer and won. This ceremony of light symbolizes the hope and perseverance with which we all continue to fight, and helps us remember why we Relay.

Fight Back

Every dollar you collect, every person you tell, and every step you take helps in the fight against cancer. At Relay, there are other opportunities to fight back too ... opportunities to learn about cancer prevention, pledge to get healthy or quit smoking, share your story with your legislators, and get involved as a volunteer. Take this chance to make a difference!



2015 Relay for Life of Lee County

Event Sponsor Opportunities

April 24, 2015 • Courthouse Square – Downtown Opelika

☐ \$10,000 Presenting Sponsor

- Recognition in all media Kits to Radio and print as the Presenting Sponsor
- Opportunity to Speak at one RFL Meeting
- 4 Stage announcements the night of Relay
- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 15 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

☐ \$1000 Gold Sponsor

- Opportunity to Speak at one RFL Meeting
- 4 Stage announcements the night of Relay
- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 10 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

☐ \$5,000 Survivor Sponsor

- Premier Sponsor of Survivor Dinner
- Recognition in all media Kits to Radio and print
- Opportunity to Speak at one RFL Meeting
- 4 Stage announcements the night of Relay
- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 15 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

☐ \$500 Silver Sponsor

- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 4 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

☐ \$2,500 Diamond Sponsor

- Recognition in all media Kits to Radio and print
- Opportunity to Speak at one RFL Meeting
- 4 Stage announcements the night of Relay
- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 15 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

☐ \$250 Friends of Relay

- Recognition on Relay For Life event website
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

Mail completed form and sponsorship payments to:

American Cancer Society – Lee County • 3054McGehee Road • Montgomery, AL 36111

Relay For Life Team, if any, to be credited for sponsorship: _____

Company: _____ Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

☐

Check Enclosed

OR

☐

Please Invoice, indicate desired billing date _____

Shuman, Robert

From: Randy Causey <randy.causey@yahoo.com>
Sent: Friday, February 13, 2015 10:56 AM
To: Shuman, Robert
Cc: Randy Causey WORK email
Subject: Fw: RE: Emailing: Opelika Courthouse map.docx
Attachments: Opelika Courthouse map (4).docx; 2015 Opelika City Council Letter.docx; 2015 Opelika City Council Sponsorship Letter.docx; Sponosr Flyer- Lee.docx

on : Thank you with your help with this request. Thanks. Randy Causey 334 703 6621.

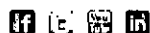
Sent from Yahoo Mail on Android

From: "Sarah Herren" <sarah.herren@cancer.org>
Date: Fri, Feb 13, 2015 at 8:36
Subject: RE: Emailing: Opelika Courthouse map.docx

Randy,

Attached is the updated information for the City of Opelika!

Sarah Herren | Community Manager, Relay For Life
Mid-South Division | American Cancer Society, Inc.
3054 McGehee Rd
Montgomery, AL 36111
Phone: 334.444.0894
cancer.org | 1.800.227.2345



THE OFFICIAL SPONSOR
OF BIRTHDAYS®



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From: Randy Causey [mailto:randy.causey@yahoo.com]
Sent: Thursday, February 12, 2015 1:30 PM
To: Sarah Herren
Subject: FW: Emailing: Opelika Courthouse map.docx

Sarah. When you re send those documents please include this map as part of it. Also include making the town and fountain purple request in the Ask Letter for that week.

Sent from Yahoo Mail for iPad

Begin Forwarded Message ----

From: Billy Browdy<'billy.browdy@eamc.org'>

Date: Feb 11, 2015, 11:00:32 AM

To: randy.causey@yahoo.com<'randy.causey@yahoo.com'>

Subject: Emailing: Opelika Courthouse map.docx

Your message is ready to be sent with the following file or link attachments:

Opelika Courthouse map.docx

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager.

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

RESOLUTION NO. 037-15

**RESOLUTION AWARDING CONTRACT FOR
RESURFACING OF STREETS (B15-008)**

WHEREAS, the City of Opelika, Alabama (the "City") has solicited formal bids in accordance with the Alabama Competitive Bid Law for the resurfacing of streets; and

WHEREAS, the invitation for bids (B15-008) consisted of two (2) Parts, i.e. Part 1—City-wide Local Road Resurfacing and Improvements and Part 2—Additional Resurfacing to be determined, and Subdivision Pavement Resurfacing; and

WHEREAS, the following bids were received, opened and publicly read on February 9, 2015 for Part 1 resurfacing work (City-wide Local Road Resurfacing and Improvements:

Vendor	Amount
D & J Enterprises	\$906,548.28
East Alabama Paving Company	\$723,768.66; and

WHEREAS, East Alabama Paving Company, Inc., was the lowest responsible and responsive bidder for Part 1 resurfacing work; and

WHEREAS, the City also solicited bids for Part 2 resurfacing work (additional resurfacing and subdivision pavement resurfacing) based on unit prices that are adjusted throughout the contract year by the Alabama Department of Transportation (ALDOT) Asphalt Index; and

WHEREAS, East Alabama Paving Company, Inc., was the lowest responsible and responsive bidder for Part 2 resurfacing work based on unit prices.

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

1. That the City accepts the bid of East Alabama Paving Company in the amount of

\$723,768.66 for Part 1 resurfacing work (City-wide Local Road Resurfacing) in accordance with B15-008.

2. That the City accepts the bid of East Alabama Paving Company for Part 2 (additional and subdivision pavement resurfacing) based on unit prices quoted by said vendor in accordance with B15-008 with adjustments from the ALDOT Asphalt Index not to exceed \$526,231.34.

3. That the Mayor is hereby authorized and directed to execute and deliver a contract with East Alabama Paving for Part 1 and Part 2 street resurfacing work and improvements in accordance with B15-008 and to initiate signed change orders to the contract provided that the contracted cost of resurfacing and street improvements shall remain within the budget.

4. That a budget in the amount of \$1,250,000 is established for Part 1 and Part 2 resurfacing work and improvements.

5. That the sources of funding for the resurfacing and street improvements shall be as follows:

For Part 1:

Source	Amount
4-cent gas tax	\$56,000
7-cent gas tax	\$75,000
Alabama Trust Fund	\$592,768.66
Total (Part 1)	\$723,768.66

For Part 2:

Fund	Amount
General Fund	\$526,231.34

Total (Part 2) \$526,231.34

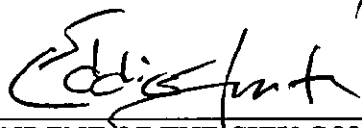
Total Budget \$1,250,000.00

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

7. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders to effect the street resurfacing work as authorized herein.

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

ADOPTED AND APPROVED this the 17th day of February, 2015.



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

ATTEST:



CITY CLERK

FACT SHEET

SUBJECT: Sealed Bid #B15-008 – We are asking the Council
to approve a contract for 2015 City-Wide
Resurfacing

FACTS:

- Bid opening date – 2/9/15
- User department – Engineering
- The bid was mailed to 9 vendors
- 2 bids received
- East AL Paving Co., Inc. submitted the lowest bid meeting specifications
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the bid be awarded to East AL Paving Co., Inc. on their low bid meeting specifications**

RESOLUTION 038-15

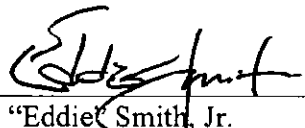
BE IT RESOLVED, by the City Council of the City of Opelika, Alabama, as follows:

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

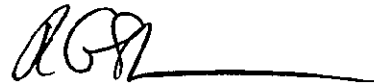
Employee	Department	\$ Amount
<u>Warren Fountain</u>	<u>Municipal Court</u>	<u>\$ 70.69</u>
<u>Jody Robertson</u>	<u>OFD</u>	<u>15.52</u>
<u>Gary Fuller</u>	<u>Mayor's Office</u>	<u>66.00</u>

- 2) 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(s).
- 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 can be prepared covering the attached expense reports.
- 5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the 17th day of February, 2015.


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

Attest:


 Robert G. Shuman, CMC
 City Clerk – City Treasurer

NAME _____

WARREN GRANT FOUNTAIN

DAY	CITY AND STATE	LOOK-UPS	TRANSPORTATION					BOLLYN'S LOCALS Night to Show LUNCH	ENTERTAINMENT Night to Show	M.C. EXPENSES Night to Show	DAILY TOTAL	
			AIR Ride ETC.	RENTAL CAR TAXI ETC.	LOCAL FARE TOLLS & PHS Lic. Trans. ET	AUTO AGENCIES Rent to Car etc.	BOLLYN'S LOCALS					
							THEATRE SEAT					STREET
SUN											0.00	
MON											0.00	
TUE											0.00	
WED											0.00	
THU											0.00	
FRI	3rd Dexter Avenue Montgomery AL 38104									70.59	70.59	
SAT											0.00	
WEEKLY CATEGORY TOTALS \$												

[illegible]

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Attend classes for Managerial Training

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email mail check to Municipal Court

10015174173001

Accepted for publication

EXPENSE REPORT

PERIOD ENDING

NAME Jody Robertson

DEPARTMENT Fire Dept

| DAY | CITY AND STATE | LODGING | TRANSPORTATION | | | | BUSINESS MEALS | | ENTERTAINMENT
Reimburse Below | MISC. EXPENSES
Reimburse Below | DAILY TOTAL |
|---------------------------|----------------|---------|-----------------|------------------------|--|-------------------------------------|----------------|-------|----------------------------------|-----------------------------------|-------------|
| | | | AIR
RAIL ETC | RENTAL CAR
LIMO ETC | LOCAL TAXI,
TOLLS & PUB-
LIC TRANSIT | AUTO
EXPENSES
Reimburse Below | BREAKFAST | LUNCH | | | |
| SUN | | | | | | | | | | | |
| MON | | | | | | | | | | | |
| TUE | | | | | | | | | | | |
| WED | Fairhope, AL | | | | | | | 15.52 | | | 15.52 |
| THU | | | | | | | | | | | |
| FRI | | | | | | | | | | | |
| SAT | | | | | | | | | | | |
| WEEKLY CATEGORY TOTALS \$ | | | | | | | | | | | 15.52 |

WEEKLY TOTAL EXPENSES \$

NUMBER OF DAYS AWAY FROM HOME 0

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%

NATURE OR PURPOSE OF TRAVEL
meal ticket for traveling to Fairhope, AL to drop off Firetruck for repair.

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☒ MAIL TO

| DATE | NAME OF PERSON(S) ENTERTAINED;
COMPANY, TITLE | TIME & PLACE | NATURE & PURPOSE OF
ENTERTAINMENT | AMOUNT | % OR \$
ALLOCATED TO
BUSINESS |
|------|--|--------------|--------------------------------------|--------|-------------------------------------|
| | | | | | |
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| ITEMIZED AUTOMOBILE EXPENSES | | | ITEMIZED MISCELLANEOUS EXPENSES | | |
|------------------------------|---------|--------|---------------------------------|-------------------|--------|
| DATE | ITEMS | AMOUNT | DATE | ITEMS | AMOUNT |
| | 1-28-15 | | | market By the Bay | 15.52 |
| | | | | | |
| | | | | | |
| | | | | | |
| | Total | | | Total | 15.52 |

APPROVED BY Jerry Adkino (CPE)

EXPENSE REPORT

PERIOD ENDING

DEPARTMENT

Department 5105

NAME

Name Gary Fuller

| DAY | CITY AND STATE | LODGING | TRANSPORTATION | | | | BUSINESS MEALS | | ENTERTAINMENT
Itemize Below | MISC.
EXPENSES
Itemize Below | DAILY TOTAL |
|---------------------------|----------------|---------|-----------------|------------------------|--|--------------------------------|----------------|-------|--------------------------------|------------------------------------|-------------|
| | | | AIR
RAIL ETC | RENTAL CAR
LIMO ETC | LOCAL TAXI,
TOLLS & PUB-
LIC TRANSIT | AUTO EXPENSES
Itemize Below | BREAKFAST | LUNCH | | | |
| SUN | | | | | | | | | | | 0.00 |
| MON | | | | | | | | | | | 0.00 |
| TUE | | | | | | | | | | | 0.00 |
| WED | | | | | | | | | | | 0.00 |
| THU | | | | | | | | | | | 0.00 |
| FRI | | | | | | | | | | | 0.00 |
| SAT
2/7/15 | Atlanta, GA | | | 36.00 | | | | | | 30.00 | 66.00 |
| WEEKLY CATEGORY TOTALS \$ | | 0.00 | 0.00 | 36.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30.00 | 66.00 |

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100%

NATURE OR PURPOSE OF TRAVEL

World of Concrete Convention - Las Vegas, NV

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

Employee Gary Fuller

Department Administration

Gary Fuller

SIGNATURE

APPROVED BY

| DATE | NAME OF PERSON(S) ENTERTAINED;
COMPANY, TITLE | TIME & PLACE | NATURE & PURPOSE OF
ENTERTAINMENT | AMOUNT | % OR \$
ALLOCATED TO
BUSINESS |
|------|--|--------------|--------------------------------------|--------|-------------------------------------|
| | | | | | |
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ITEMIZED MISCELLANEOUS EXPENSES

| DATE | ITEMS | AMOUNT |
|------------|--------------------|--------|
| 2/4-2/6/15 | Miscellaneous tips | 30.00 |
| | | |
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ITEMIZED AUTOMOBILE EXPENSES

| DATE | MILEAGE, GAS, PARKING REPAIRS, ETC | AMOUNT |
|------|------------------------------------|--------|
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RESOLUTION NO. 039-15

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;

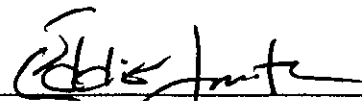
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama as follows:

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 | 2001 Subaru Forester JF1SF65681G732835 | N/A |
| 2. | 5 | Ea | Motorola Multi Bank Battery Charger | N/A |
| 3. | 1 | Ea | Motorola Battery Reconditioner | N/A |
| 4. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001729 |
| 5. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001727 |
| 6. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001728 |
| 7. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001725 |
| 8. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001730 |
| 9. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001722 |
| 10. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001723 |
| 11. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001724 |
| 12. | 1 | Ea | Motorola 800 Trunking Transceiver | 87001721 |
| 13. | 6 | Ea | Motorola 800 Trunking Transceiver | N/A |

SECTION 2. That the Mayor be and he 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.

ADOPTED AND APPROVED this the 17th day of February, 2015.


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

ATTEST:


 Robert G. Shuman
 City Clerk - Treasurer

4

RESOLUTION NO. 040-15

WHEREAS, the Solid Waste Department desires to purchase two (2) 2015 Ford F-150 (F1C) 2WD Reg. Cab 141" XL utilizing the NJPA Coop Contract; and

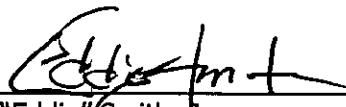
WHEREAS, National Auto Fleet Group is the Contract Vendor for the (2) 2015 Ford F-150 (F1C) 2WD Reg. Cab 141" XL; and

WHEREAS, this is a budgeted purchase in Recycling Grant VI/Shared Federal Revenues fund

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

1. That the purchase be awarded to National Auto Fleet Group utilizing the NJPA Coop Contract
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to National Auto Fleet Group in the amount of \$40,895.88.
3. The Controller is authorized to adjust the budget as necessary for this purchase
4. That Mayor Gary Fuller is hereby authorized to execute all documents pertaining to this purchase

APPROVED AND ADOPTED this the 17th day of February 2015.



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

ATTEST:



Robert G. Shuman
City Clerk - Treasurer



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) BUY-NJPA • (626) 457-5590

(855) 289-6572 • (831) 480-8497 Fax

2/6/2015

David Turner
City of Opelika
Solid Waste
City of Opelika
PO BOX 390
Opelika, Alabama, 36803

Dear David Turner,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2015 Ford F-150 (F1C) 2WD Reg Cab 141" XL,) and delivered to your specified location, each for

| One Unit | | Extended Unit's (2) |
|--------------|-------------|---------------------|
| Base Price | \$20,447.94 | \$40,895.88 |
| Tax (0.00 %) | \$0.00 | \$0.00 |
| Tire fee | \$0.00 | \$0.00 |
| Total | \$20,447.94 | \$40,895.88 |

- per the attached specifications

This vehicle(s) is available under the National Joint Powers Alliance Contract 102811. Please reference this Bid number on all purchase orders. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



RESOLUTION NO. 041-15

WHEREAS, the Information Technology Department desires to purchase Cisco Equipment utilizing the State of Alabama Contract #T600; and

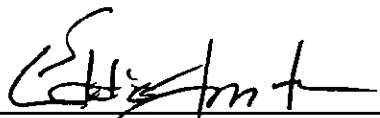
WHEREAS, Prosys Information Systems is the State Contract Vendor for the Cisco Equipment; and

WHEREAS, funding for the purchase will come from Capital Outlay

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

1. That the purchase be awarded to Prosys Information Systems utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Prosys Information Systems in the amount of \$32,395.77.
3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the 17th day of February 2015.



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

ATTEST:



Robert G. Shuman
City Clerk - Treasurer

| | | | | | | | |
|----|--|-------------------|-------------|---|----|----------------------|--------------------|
| 11 | Cisco Catalyst Compact 3560CG-8PC-S
Switch - managed - 8 x 10/100/1000 (PoE) + 2 x combo
Gigabit SFP - desktop, rack-mountable, wall-mountable - PoE
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 2
PWR-CLP Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit 2
Cisco SMARTnet Premium | WS-C3560CG-8PC-S | \$1,795.00 | 2 | No | \$682.88 | \$1,365.76 |
| 12 | Extended service agreement - replacement - 24x7 - response
time: 4 h - for P/N: WS-C3560CG-8PC-S | CON-SNTP-WSC3560C | \$163.00 | 2 | No | \$136.42 | \$272.84 |
| | | | | | | Subtotal | \$1,638.60 |
| 13 | Cisco Aironet 2602I Standalone
Wireless access point - 802.11 a/b/g/n - Dual Band
AIR-AP-T-RAIL-R Ceiling Grid Clip for Aironet APs - Recessed Mount (Default) 2
S2G1K9W7-15202JA Cisco 2600 Series IOS WIRELESS LAN 2
Cisco SMARTnet | AIR-SAP2602I-A-K9 | \$1,095.00 | 2 | No | \$416.58 | \$833.16 |
| 14 | Extended service agreement - replacement - 8x5 - response
time: NBD - for P/N: AIR-SAP2602I-A-K9 | CON-SNT-C262IAA | \$44.00 | 2 | No | \$36.83 | \$73.66 |
| | | | | | | Subtotal | \$906.82 |
| 15 | Cisco 10G Service Module
Expansion module - 10 Gigabit SFP+ x 2 - for Catalyst
3560X-24, 3560X-48, 3750X-12, 3750X-24, 3750X-48 | C3KX-SM-10G= | \$3,750.00 | 6 | No | \$1,426.63 | \$8,559.78 |
| | | | | | | Subtotal | \$8,559.78 |
| 16 | Cisco Catalyst 3850-48F-S
Switch - L3 - managed - 48 x 10/100/1000 (PoE+) - desktop,
rack-mountable - PoE+
CAB-TA-NA North America AC Type A Power Cable 2
S3850UK9-32-0SE CAT3850 UNIVERSAL 1
STACK-T1-50CM 50CM Type 1 Stacking Cable 1
CAB-SPWR-30CM Catalyst 3750X and 3850 Stack Power Cable 30 CM 1
PWR-C1-1100WAC 1100W AC Config 1 Power Supply 1
Cisco SMARTnet Premium | WS-C3850-48F-S | \$14,000.00 | 1 | No | \$5,326.09 | \$5,326.09 |
| 17 | Extended service agreement - replacement - 24x7 - response
time: 4 h - for P/N: WS-C3850-48F-S
Cisco Config 1 Secondary Power Supply | CON-SNTP-WSC388FS | \$1,344.00 | 1 | No | \$1,124.87 | \$1,124.87 |
| 18 | Power supply - hot-plug / redundant (plug-in module) - AC
115-240 V - 1100 Watt - for Catalyst 3850-24, 3850-48
Cisco | PWR-C1-1100WAC/2 | \$1,500.00 | 1 | No | \$570.65 | \$570.65 |
| 19 | Expansion module - GigE - 4 ports - for Catalyst 3850-24,
3850-48
Cisco | C3850-NM-4-1G | \$500.00 | 1 | No | \$190.22 | \$190.22 |
| | | | | | | Subtotal | \$7,211.83 |
| 20 | SFP (mini-GBIC) transceiver module - 1000Base-T - RJ-45 - up
to 330 ft - for Cisco 5508; Catalyst 2970G, 3560, 3560E,
3560G, 3560X, 3750 | GLC-T= | \$395.00 | 6 | No | \$150.27 | \$901.62 |
| | | | | | | Subtotal | \$901.62 |
| | | | | | | Subtotal: | \$32,395.77 |
| | | | | | | Tax (0.000%): | \$0.00 |
| | | | | | | Shipping: | \$0.00 |
| | | | | | | Total: | \$32,395.77 |

These prices do not include overnight or other non-standard delivery fees, services, or material unless specifically listed above. Supply subject to availability.

PROG ID: POCNBK3A

DATE: 01/

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

NETWORK AND TELECOMM EQUIPMENT
CONTRACT

T-NUMBER..... : T600
USAGE..... : STATEWIDE CONTRACT
PERIOD..... : JULY 6, 2010 TO JULY 5, 2015
SOLICITATION NO : 2216083

CONTRACT BUYER..... : JENNIFER LORETZ

BUYER PHONE.. : (334) 242-7370 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 01/10/15

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PF

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS
REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

* * * * *

* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *
* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *
* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR *
* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *
* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *
* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *
* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *
* *
* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *
* *
* * * * *

SOLICITATION NUMBER : 2216083

FREIGHT:
ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

DO NOT SHOW FREIGHT AS A SEPERATE LINE ITEM.

CONTRACT PERIOD:
ESTABLISH A 24 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A THIRD,
FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND
CONDITIONS. THE THIRD, FOURTH OR FIFTH 12 MONTH PERIOD, IF AGREED

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PF

AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE SECOND, THIRD,
OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXXTENSION MUST
MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER
THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

SOLICITATION NUMBER : 2226872

NEW EQUIPMENT:
ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL

EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

SOLICITATION NUMBER : 2216083

QUOTE REQUIREMENT:

ALL QUOTES TO CONTRACT USERS SHALL INCLUDE THE MANUFACTURER'S CATALOG
PRICE AS WELL AS THE DISCOUNTED PRICE.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

P/

| TRACT
MBER | VENDOR NUMBER
NAME AND ADDRESS | CONTACT PERSON
PHONE NUMBERS/FAX | TERMS AND
DELIVERY |
|---------------|---|---|-----------------------|
| 4011272 | 640679868-01
OFFICE MANAGEMENT SYSTEMS
D/B/A LOGISTA
5911 GREENWOOD PARKWAY
BESSEMER AL 35022 205-424-3789 | RAYMOND M NEWTON
205-565-2226
888-292-7643-2229 | NET
30 DAYS ARO |
| 4011274 | 061502254-02
CAROUSEL INDUSTRIES
2457 SHADES CREST ROAD
BIRMINGHAM AL 35216 | JIM LAMBERT
205-533-8648 | NET
30 DAYS ARO |
| 4011275 | 582302467-01
PROSYS INFORMATION SYSTEMS
P O BOX 4773
MONTGOMERY AL 36103 859-887-8355 | JEFF BALDWIN
334-546-7537 | NET
30 DAYS ARO |
| 4011276 | 621202425-01
BLACK BOX NETWORK SERV INC
GOVERNMENT SOLUTIONS
1010 HALEY ROAD
MURFREESBORO TN 37129 615-890-3575 | ANTHONY HAWKS
615-890-3505
800-678-7339 | NET
30 DAYS ARO |
| 4011277 | 582367814-00
INTEGRATED COMMUNICATIONS INC
19387 NUCLEAR PLANT ROAD
TANNER AL 35671 256-216-6280 | RICHARD PHILLIPS
256-216-5655 | NET
30 DAYS ARO |

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

P/

| CONTRACT
NUMBER | VENDOR NUMBER
NAME AND ADDRESS | CONTACT PERSON
PHONE NUMBERS/FAX | TERMS AND
DELIVERY |
|--------------------|--|---|-----------------------|
| 4011278 | 203350351-00
STRATEGIC ALLIED TECHNOLOGIES
SAT
15 SOUTHLAKE LN #140
BIRMINGHAM AL 35244 205-278-6905 | KEVIN MCDANIEL
334-649-7390 | NET
30 DAYS ARO |
| 4011279 | 046141739-00
CENTURYLINK
100 N. UNION ST
SUITE 828
MONTGOMERY AL 36104 303-391-2229 | PATRICK HANCOCK
334-399-6812 | NET
30 DAYS ARO |
| 4011280 | 204373321-00
PINNACLE NETWORK, LLC.
74689 TALLASSEE HIGHWAY
WETUMPKA AL 36092 770-346-8703 | DAVID JONES
334-201-8508
888-928-4111 | NET
30 DAYS ARO |
| 4011589 | 331009098-03 | RANDY DONALD | NET |

RESOLUTION NO. 042-15

**RESOLUTION RATIFYING VACATION AND ABANDONMENT
OF SANITARY SEWER EASEMENT**

WHEREAS, SUN SELF STORAGE, INC. is the owner of the land on which a certain sanitary sewer easement presently exists, as hereinafter described, which easement lies within the City of Opelika, Lee County, Alabama; and

WHEREAS, said owner has executed a declaration or petition for vacating and abandoning said easement as described in said petition, which has been presented to the City Council of the City of Opelika, said Declaration being hereto affixed and marked Exhibit "1", and made a part hereof; and

WHEREAS, it appears to the City Council of the City of Opelika that the vacation of Said easement is in order and that the vacation and abandonment of said easement will not impair or diminish the City's ability to provide sanitary sewer service in the immediate area.

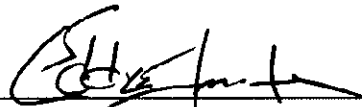
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the following described sanitary sewer easement is hereby assented to and approved and the same is hereby vacated, said easement being described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND SPECIFICALLY MADE A PART HEREOF.

BE IT FURTHER RESOLVED that the City of Opelika, a municipal corporation, remises, releases and quitclaims unto SUN SELF STORAGE, INC. whatever right, title and interest the said City of Opelika may have acquired in and to the above-described sanitary sewer easement by dedication of said easement or otherwise, and that Gary Fuller, Mayor of the City of Opelika, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika to execute a quitclaim deed to the aforementioned owners for the purpose of

carrying out the intent and intention of this paragraph, and that Robert G. Shuman, City Clerk, be and he is hereby authorized and directed on behalf of the City of Opelika to attest the same.

ADOPTED AND APPROVED this the 17th day of February, 2015.



PRESIDENT OF THE CITY COUNCIL

ATTEST:

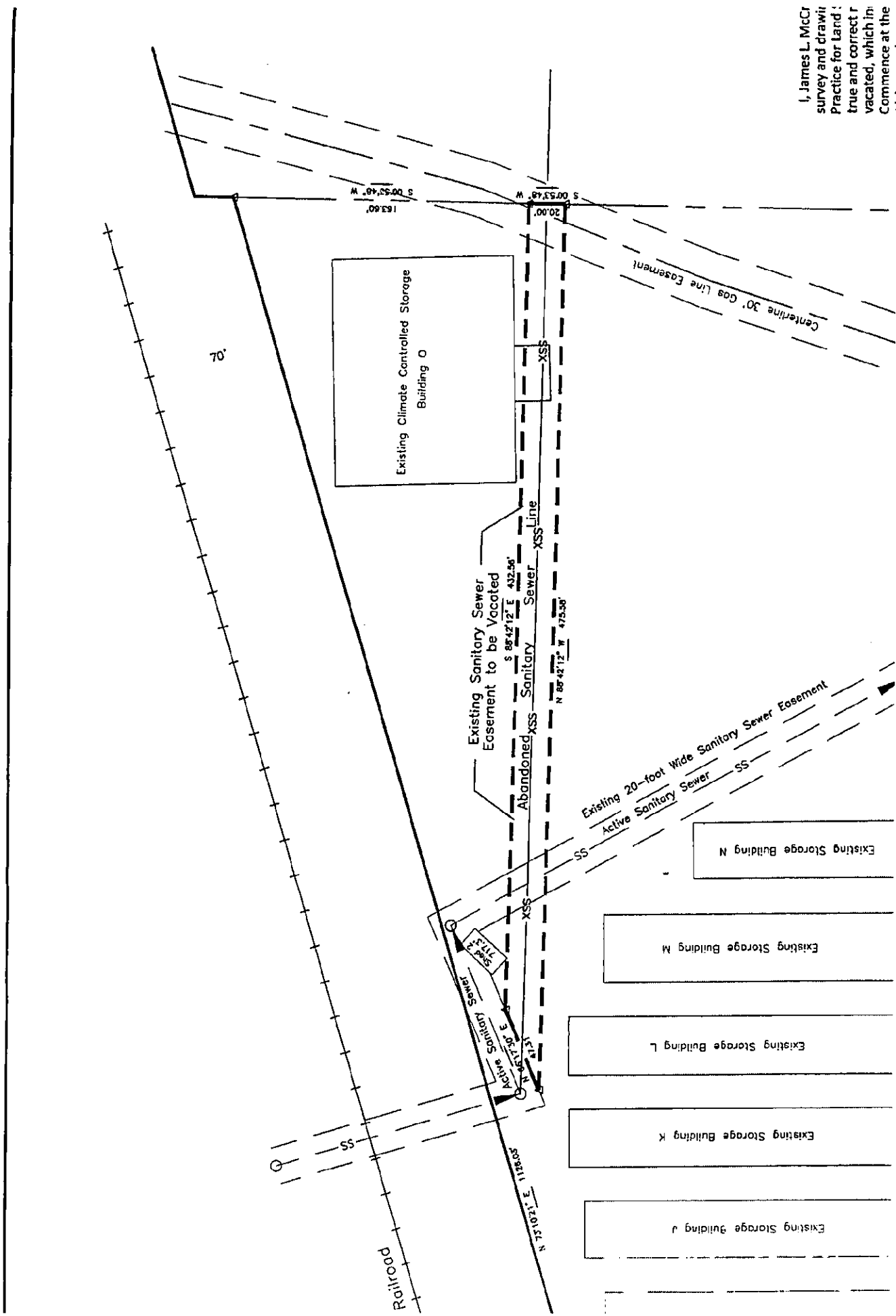


CITY CLERK

EXHIBIT "A"

Commence at the southwest corner of Section 13, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama; thence run North 00°41'38" West along the centerline of Thomason Drive a distance of 1,778.20 feet to a point which is 50 feet from, as measured at right angles to, the centerline of the main track of the CSX Railroad; thence run North 73°10'21" East along the southeasterly margin of the right of way of said railroad a distance of 52.05 feet; thence run South 00°40'31" East a distance of 20.82 feet to the northwesterly corner of Lot 1, Hamilton Station Subdivision, First Revision, as recorded in Town Plat Book 14 at Page 51 in the Office of the Judge of Probate of Lee County, Alabama; thence run North 73°10'21" East along the margin of the right of way of said railroad a distance of 1126.03 feet to the northeasterly corner of aforesaid Lot 1; thence run South 00°53'48" West along the easterly line of aforesaid Lot 1 a distance of 163.60 feet to the northerly margin of a 20-foot wide sanitary sewer easement to be described herein. From said point of beginning, thence run South 00°53'48" West along the east line of aforesaid Lot 1 a distance of 20.00 feet to the southerly line of aforesaid easement; thence run North 88°42'12" West along the southerly margin of aforesaid easement a distance of 475.58 feet to the southeasterly margin of an existing sanitary sewer easement which includes an active sanitary sewer line; thence run North 66°17'30" East along the southeasterly margin of aforesaid active sanitary sewer easement a distance of 47.31 feet to the northerly margin of the easement to be vacated; thence run South 88°42'12" East a distance of 432.56 feet to the point of beginning.

I, James L. McCr
survey and drawi
Practice for land
true and correct
vacated, which in
Commence at the



STATE OF ALABAMA
COUNTY OF LEE

PETITION TO VACATE SANITARY SEWER EASEMENT

TO THE HONORABLE MAYOR OF THE CITY OF OPELIKA AND THE COUNCIL
MEMBERS FOR THE CITY OF OPELIKA

Comes now SUN SELF STORAGE, INC. which represents as follows:

1. The Petitioner is the owner of all of the property abutting a sanitary sewer easement and it does, by this written instrument, hereby vacate the same in its entirety, said sanitary sewer easement being described as follows, to-wit:

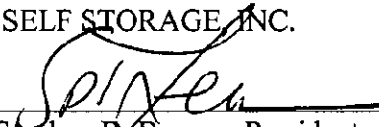
SEE EXHIBIT "A" ATTACHED HERETO AND SPECIFICALLY MADE A
PART HEREOF.

The Petitioner desires to have vacated the above-described sanitary sewer easement so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

NOW, THEREFORE, in consideration of the premises, Petitioner hereby requests that your Honors assent to, approve, ratify and confirm the vacation of the above-described sanitary sewer easement, and the annulment of any dedication thereof and the divestment of all public rights therein, and that the City of Opelika, through its duly elected officials, adopt such appropriate resolution and authorize the execution of such appropriate instrument as may be meet and proper to effect the vacation of said sanitary sewer easement in order to divest the public of all rights to use the same and convey to the parties, all rights, title, claims and interest which the City has or may have in the sanitary sewer easement as above-described.

IN WITNESS WHEREOF, Petitioner has hereunto caused this instrument to be executed by a duly authorized officer on this the 12th day of February, 2015.

SUN SELF STORAGE, INC.

BY: 
Stephen D. Benson, President

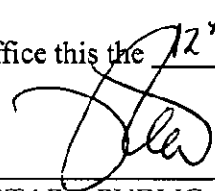
STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Stephen D. Benson whose name as President of SUN SELF STORAGE, INC. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily on the day the same bears date on behalf of said corporation.

GIVEN under my hand and official seal of office this 12th day of February, 2015.

(SEAL)


NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

My Commission Expires Jan. 6, 2018

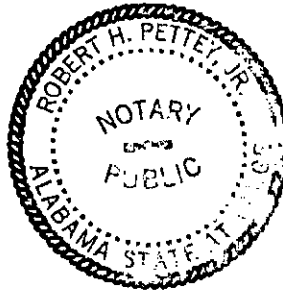


EXHIBIT "A"

Commence at the southwest corner of Section 13, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama; thence run North 00°41'38" West along the centerline of Thomason Drive a distance of 1,778.20 feet to a point which is 50 feet from, as measured at right angles to, the centerline of the main track of the CSX Railroad; thence run North 73°10'21" East along the southeasterly margin of the right of way of said railroad a distance of 52.05 feet; thence run South 00°40'31" East a distance of 20.82 feet to the northwesterly corner of Lot 1, Hamilton Station Subdivision, First Revision, as recorded in Town Plat Book 14 at Page 51 in the Office of the Judge of Probate of Lee County, Alabama; thence run North 73°10'21" East along the margin of the right of way of said railroad a distance of 1126.03 feet to the northeasterly corner of aforesaid Lot 1; thence run South 00°53'48" West along the easterly line of aforesaid Lot 1 a distance of 163.60 feet to the northerly margin of a 20-foot wide sanitary sewer easement to be described herein. From said point of beginning, thence run South 00°53'48" West along the east line of aforesaid Lot 1 a distance of 20.00 feet to the southerly line of aforesaid easement; thence run North 88°42'12" West along the southerly margin of aforesaid easement a distance of 475.58 feet to the southeasterly margin of an existing sanitary sewer easement which includes an active sanitary sewer line; thence run North 66°17'30" East along the southeasterly margin of aforesaid active sanitary sewer easement a distance of 47.31 feet to the northerly margin of the easement to be vacated; thence run South 88°42'12" East a distance of 432.56 feet to the point of beginning,

STATE OF ALABAMA
LEE COUNTY

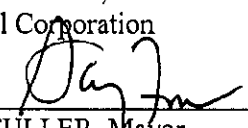
QUITCLAIM DEED

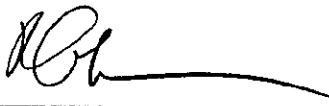
KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to the City of Opelika, Alabama, a municipal corporation, in hand paid by SUN SELF STORAGE, INC., the receipt of which is hereby acknowledged, the City of Opelika does hereby remise, release, quitclaim and convey unto the said SUN SELF STORAGE, INC., all of its right, title, claim and interest in and to the following described real estate, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND SPECIFICALLY MADE A PART HEREOF.

IN WITNESS WHEREOF, the said City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, as Mayor, and its seal to be affixed by Robert G. Shuman, City Clerk, both of whom are hereunto authorized pursuant to Resolution No. 042-15 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto as Exhibit "B" on this the 18th day of February, 2015.

CITY OF OPELIKA, ALABAMA,
A Municipal Corporation

BY: 
GARY FULLER, Mayor

ATTEST: 
ROBERT G. SHUMAN, City Clerk

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively, for the City of Opelika, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged this day that, being informed of the contents thereof, they executed the same voluntarily the day the same bears date.

GIVEN under my hand and official seal of office, this the 18 day of February 2015.

(Notary Seal)

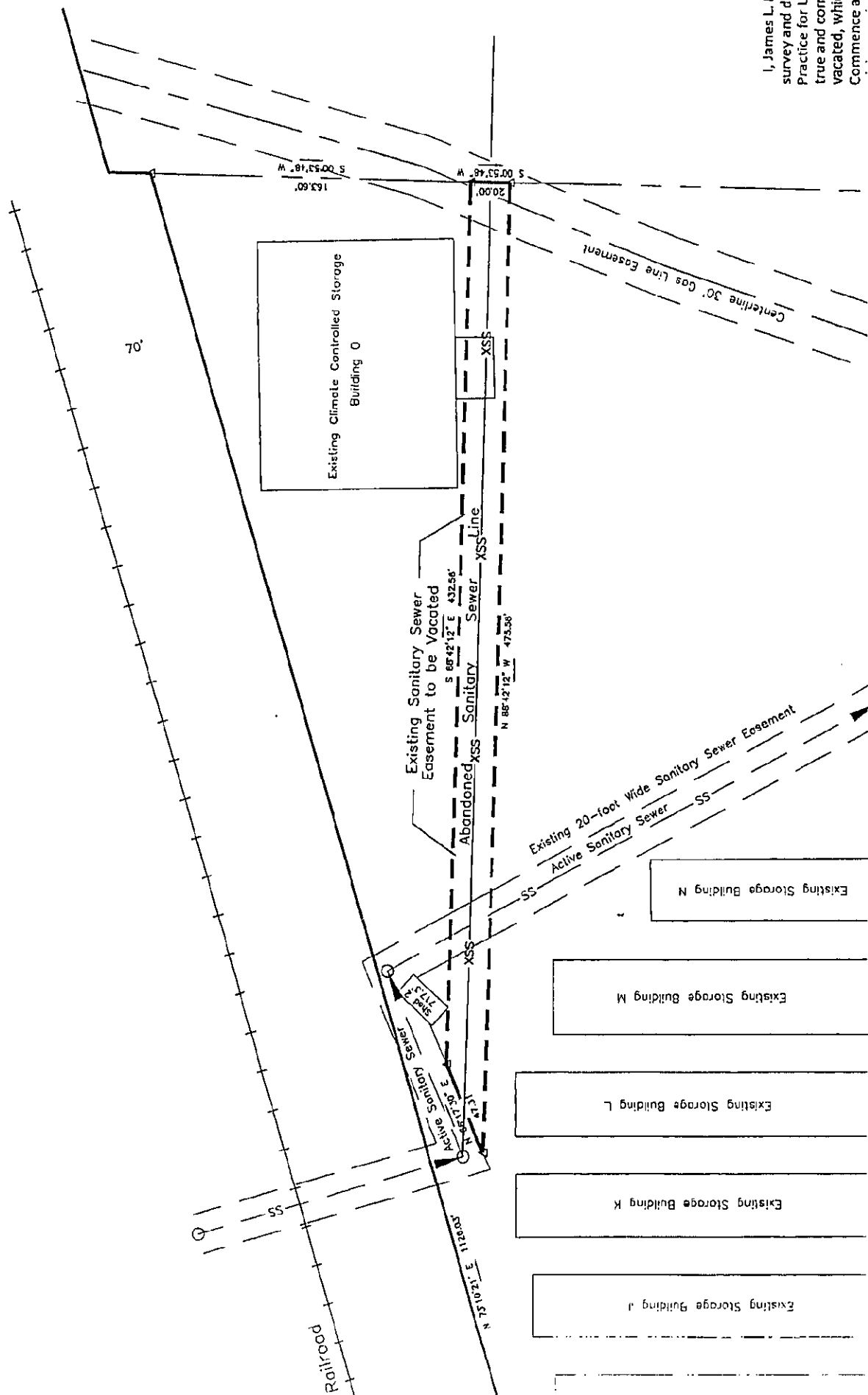
Barbara J. Arrington
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 9, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT "A"

Commence at the southwest corner of Section 13, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama; thence run North 00°41'38" West along the centerline of Thomason Drive a distance of 1,778.20 feet to a point which is 50 feet from, as measured at right angles to, the centerline of the main track of the CSX Railroad; thence run North 73°10'21" East along the southeasterly margin of the right of way of said railroad a distance of 52.05 feet; thence run South 00°40'31" East a distance of 20.82 feet to the northwesterly corner of Lot 1, Hamilton Station Subdivision, First Revision, as recorded in Town Plat Book 14 at Page 51 in the Office of the Judge of Probate of Lee County, Alabama; thence run North 73°10'21" East along the margin of the right of way of said railroad a distance of 1126.03 feet to the northeasterly corner of aforesaid Lot 1; thence run South 00°53'48" West along the easterly line of aforesaid Lot 1 a distance of 163.60 feet to the northerly margin of a 20-foot wide sanitary sewer easement to be described herein. From said point of beginning, thence run South 00°53'48" West along the east line of aforesaid Lot 1 a distance of 20.00 feet to the southerly line of aforesaid easement; thence run North 88°42'12" West along the southerly margin of aforesaid easement a distance of 475.58 feet to the southeasterly margin of an existing sanitary sewer easement which includes an active sanitary sewer line; thence run North 66°17'30" East along the southeasterly margin of aforesaid active sanitary sewer easement a distance of 47.31 feet to the northerly margin of the easement to be vacated; thence run South 88°42'12" East a distance of 432.56 feet to the point of beginning,

I, James L. McCr
 survey and draw
 Practice for Land
 true and correct
 vacated, which in
 Commence at the



RESOLUTION NO. 043-15

WHEREAS, the City of Opelika and the Opelika City Council appreciates and fully supports the various activities and programs of the Chattahoochee Council Boy Scouts of America, and

WHEREAS, the Boy Scouts of America is in need of additional funding to assist in covering the expenses involved in their annual Distinguished Citizen of the Year banquet, and

WHEREAS, the City Council wishes to appropriate the total of \$1,000.00 from their discretionary funds to assist in covering the various expenses involved with the Distinguished Citizen of the Year banquet.

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

1. The City Council hereby approves a special appropriation of \$1,000.00 with each City Council member contributing as detailed below, to assist in covering the expenses involved with the Boy Scouts of America annual Distinguished Citizen of the Year banquet:

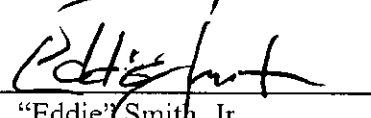
| | | | |
|----------------|--------|----------------------|----------|
| Patricia Jones | Ward 1 | Reserve fund | \$200.00 |
| Larry Gray | Ward 2 | Current year account | \$200.00 |
| Dozier Smith T | Ward 3 | Current year account | \$200.00 |
| Eddie Smith | Ward 4 | Reserve fund | \$200.00 |
| David Canon | Ward 5 | Reserve fund | \$200.00 |

2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move \$1,000.00 as detailed in number 1. above to the appropriate account.
4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$1,000.00 payable to the Chattahoochee Council Boy Scouts of America may be prepared and delivered.

APPROVED and ADOPTED this the 17th day of February, 2015.

Attest:


Robert G. Shuman, CMC
City Clerk – Treasurer


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

RESOLUTION NO. 044-15

**RESOLUTION AUTHORIZING PROJECT AGREEMENT BETWEEN
THE CITY OF OPELIKA, ALABAMA, AND GOLDEN STATE FOODS CORP.**

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

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

(a) Pursuant to the applicable laws of the State of Alabama, the City and Golden State Foods Corp., a Delaware corporation, (the "Company") have prepared and presented to the Council that certain Project Agreement by and between the City and the Company dated February 17, 2015, as well as all Exhibits attached thereto (collectively, the "Project Agreement") for the purposes referenced therein.

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

(c) Pursuant to the Project Agreement, the Company will agree to acquire and construct within the City a state-of-the-art food processing facility at the Northeast Industrial Park in the City (the "Project"), requiring an initial capital investment in the range of approximately forty million dollars (\$40,000,000.00) to forty-five million dollars (\$45,000,000.00).

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

addition, the City will agree to provide a water main and a sanitary sewer line to the property line of the project site at no cost to the Company. The City will further agree to waive any and all site plan review fees, building and construction permits and all City water tap and system development fees as needed for the project.

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

(f) On February 10, 2015, the City caused to be published in *The Opelika-Auburn News*, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which Notice is attached hereto. The information set forth in said Notice is true and correct, and the publication of said Notice is hereby ratified and confirmed.

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

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

(b) the terms and provisions of the Project Agreement, with such changes thereto (by addition or deletion) as the Mayor shall approve (other than an increase in the amount of the City's financial commitment which must be approved by this Council), which approval shall be conclusively evidenced by execution and delivery of the Project Agreement as hereinafter provided.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the

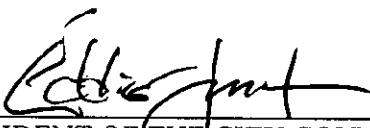
Project Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Project Agreement and to attest the same.

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

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

Section 6. This Resolution shall take effect immediately.

ADOPTED AND APPROVED this the 17th day of February, 2015.



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

ATTEST:



CITY CLERK

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the 17th day of February, 2015, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the 17th day of February, 2015.



CITY CLERK
CITY OF OPELIKA, ALABAMA

PROJECT AGREEMENT

BY AND AMONG

THE CITY OF OPELIKA

AND

THE OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY,

AND

GOLDEN STATE FOODS CORP.

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into by and among the **CITY OF OPELIKA** (the "City"), the **OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY** (the "OIDA") and **GOLDEN STATE FOODS CORP.**, a Delaware corporation (the "Company") as of the _____ day of February, 2015. The City, OIDA and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties". The City and the OIDA are sometimes also referred to collectively as the "Public Authorities".

RECITALS

WHEREAS, the Company wishes to construct and operate a meat processing facility in the Northeast Industrial Park in the City of Opelika, Alabama, wherein it will engage in the processing of beef and other meat products (the "Facility" or the "Project") and wherein it is expected to employ over the term of this Agreement at least 173 Full-Time Employees, earning an average wage or salary of at least \$33,300 to \$38,300 per year, exclusive of benefits, with a total capital investment in developing, constructing and equipping the Facility of an estimated \$40,000,000 to \$45,000,000; and

WHEREAS, in reliance on the Company's representations of the capital investment by the Company, employment and wage levels, and the construction, performance and operation of the Facility as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City and the OIDA have committed to make available to the Company certain incentives in the manner and amounts described herein, subject to applicable State and Federal laws.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments, Representations and Warranties.** In consideration of the Public Authorities providing the incentives described herein, the Company makes the following commitments, representations and warranties to the Public Authorities:

(a) The Company acknowledges that the citizens of the City of Opelika anticipate the receipt of economic benefit to the local economy in return for the incentives set forth herein, and the Company agrees to diligently prosecute the development of the Project. The Company represents that it will use best efforts to Commence Construction of the Project no later than July 31, 2015, and shall use best efforts to Commence Operations of the Facility no later than December 31, 2016. (NOTE: These both anticipate

no force majeure event timely approvals and no delays resulting for City or Public Authorities meeting their obligations herein)

(b) In furtherance of this Project, no later than December 31, 2016, the Company will have invested approximately forty million dollars (\$40,000,000) to forty-five million dollars (\$45,000,000) in the Project (hereinafter the "Company's Commitment").

(c) Not later than December 31, 2016 (the "Jobs Target Date"), the Company shall employ at least one hundred seventy three (173) Full-Time Employees (the "Jobs Target"), with an average wage in the range of at least \$33,300 to \$38,300 per year, exclusive of benefits (collectively the "Required Employee Pay Scale").

(d) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in the development, construction, and operation of the Project. Contractors and vendors selected by the Company shall be in good standing and licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(e) The Company shall give good-faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to the Company's then usual and customary hiring policies.

(f) The Company shall make available adequate funding to complete the development and construction of the Project and to conduct the Company's business.

(g) The Company will be once operational in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement, including any applicable employment and immigration laws.

(h) By signing this Agreement, 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 City of Opelika. 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.

(i) The Company shall satisfy its obligations under any agreements with local government or private economic development organizations that relate to the Project.

(j) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(k) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to have entered into this Agreement and make the commitments made in this Agreement, such authorizations, approvals or consents have been duly obtained in accordance with applicable law and procedures and the Company's rules of governance.

(l) The Company shall comply with land use regulations, codes and laws affecting the acquisition, ownership, use, improvement and development of the Project Site. The City agrees, consistent with its regulatory duties and responsibilities, to cooperate with and assist the Company in applying for and to effect in a timely manner, the requisites and necessary approvals, licenses, permits and permissions for any and all aspects of the development of the Project Site including, by way of illustration and not limitation, approvals, permits, licenses or permissions for excavations, demotions, traffic control matters, relocation of utilities and easements, sidewalk approvals, curbing approvals, street approvals, zoning requirements and other necessary municipal activity required to complete the development of the Project Site.

3. **Commitments of the City.**

In consideration of the Company constructing the Facility and conducting the business operations as described in the Recitals and the economic benefit to the City and local community to be realized from those operations the City shall provide the following incentives:

(a) **Tax Abatements/Tax Exemption.** Subject to satisfying any requirements specified in the relevant provisions of the Alabama Code, the City will grant to the Company an exemption to the maximum extent allowed by law under §§11-51-220 through 11-51-223, *Code of Alabama* (1975) for a period of fifteen (15) years, from non-educational City ad valorem taxes for the Facility's real property and personal property located within the Facility. In addition, the City will grant to Company the maximum permissible abatement allowed under Chapter 9B of Title 40, *Code of Alabama* (1975) of state and local non-educational ad valorem taxes for a period of ten (10) years from the date on which the Facility is placed in service, all construction and pre-operating related transactions (sales and use taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education) and all deed, mortgage and recording taxes. The Company and the City understand and acknowledge that the abatements and exemptions granted under this Section 7(a) do not include any ad valorem taxes earmarked for city and county schools and school district purposes. The parties agree that the tax abatements for ad valorem taxes and construction-related transaction taxes (sales and use taxes) under this section shall not exceed the maximum abatements allowed by Alabama law (including without limitation Alabama Code 11-40-221 and its successor provisions). The City agrees to cooperate fully with and assist the Company on an ongoing

basis, with its application for tax abatements and exemptions to which the Company may be entitled under applicable State tax laws.

(b) Relocation Reimbursement. The City shall pay a cash incentive to the Company of up to \$60,000 for the relocation costs of at least three of its management level employees who establish residency within the City of Opelika. Payment shall be made as soon as possible upon receipt by the City of paid invoices for relocation expenses and documentation of residence within the City of Opelika.

(c) Shop Opelika First. The City shall provide to the Company a \$100,000 "Shop Opelika First" grant to reimburse the Company for purchases made from vendors located within the City of Opelika. Payment shall be made as soon as possible but not later than thirty (30) days following the provision of paid receipts documenting the purchase from vendors within the City of Opelika.

(d) Building Permit, Water and Related Fees. The City and the Company acknowledge that there are various plan review, construction and building permit fees required by the City, including but not limited to site plan review, mechanical permit, building, electrical permit and plumbing permit. With respect to the Project, the City agrees that the above-listed plan review, construction and building permit fees as well as any other local fees associated with these functions shall be waived. In addition, the City agrees to waive all City water tap and system development fees as needed for the Project.

(e) Road. The City agrees to construct, at no cost to the Company, an extension of North Park Drive to the Project Site in accordance with Exhibit "1" to this Agreement. The City shall commence construction of the roadway improvements as soon as practicable after the Project Proceed Date, and the City shall use its best efforts to cause the timely completion of these roadway improvements but in no event later than October 1, 2015. (The City's obligation to complete the roadway improvements on October 1, 2015 anticipates the timely approval of wetland mitigation by regulatory agencies and no time delays resulting from force majeure events. If regulatory agencies delay the approval of wetland mitigation for a period of more than 120 days after the effective date of this Agreement, the City's performance obligation hereunder shall be extended for a corresponding period of time proportionate to the regulatory delay.) All roadway improvements shall conform to all applicable industrial standards and governmental laws and regulations. The City and OIDA, through ALDOT shall recommend and support such application to the Alabama Department of Transportation, for the provision of an industrial access grant from the Alabama Industrial Access Road and Bridge Corporation in the amount of \$768,500 or the actual total cost is, company shall have no obligation for any costs related to the road work, pursuant to such properly completed application. The Company agrees to support in a timely basis both the City and OIDA in the grant application process including without limitation assistance with any certification needed for a complete submission.

(f) Utility Extensions.

(1) The City shall, at its sole expense, design, build and install a sanitary sewer line extension sized to meet the requirements of the Company (including any future expansion based on information from the Company) to the property line of the Project Site in the manner set forth in Exhibit "2" to this Agreement. An adequate sanitary and sewer line extension shall be completed no later than October 1, 2015.

(2) The City agrees that a water main extension (specify size here) sized to meet the requirements of the Company (including any future expansion based on information furnished by the Company) shall be extended to the property line of the Project Site in the manner set forth in Exhibit "3" to this Agreement. An adequate water main extension line extension shall be completed no later than October 31, 2015.

(g) Performance Incentives. The City agrees to make annual grants of up to an aggregate of \$500,000 over a period of ten (10) years during which the Company continues to operate within the City as follows:

(1) For the first ten (10) years after the Facility has been placed in service, the City agrees to make an annual grant in each of such years of \$50,000 provided the Company employs a minimum of 170 full-time employees at the Facility, earning an average annual wage or salary of \$35,000 or more, exclusive of benefits, as of the last business day of the immediately preceding November. (If average annual wage or salary is less than \$35,000, exclusive of benefits, see subparagraph 3(g)(2) below for allowable annual grant. The allowable grants authorized in subsections (1) and (2) shall not be deemed to be cumulative.)

(2) For the first ten (10) years after the Facility has been placed in service, the City agrees to make an annual grant in each of such years of \$40,000 provided the Company employs a minimum of 170 full-time employees at the Facility, earning an average annual wage or salary of less than \$35,000, exclusive of benefits, on the last business day of the immediately preceding November.

(3) If with respect to any year, the Company has more than 150 employees but less than 170 full-time employees earning an average annual wage or salary of \$35,000 or more, exclusive of benefits, then the job performance payment will be reduced by multiplying the job performance payment (\$50,000) for each year by a fraction, the numerator of which is the actual number of full-time employees employed at the Facility on the last business day of the immediately preceding November for such year, and the denominator of which is 170. (If the average annual wage or salary is less than \$35,000, exclusive of benefits, see subparagraph 3(g)(4) below for allowable annual grant. The allowable grants authorized in subsections (3) and (4) shall not be deemed to be cumulative.)

(4) If with respect to any year, the Company has more than 150 employees but less than 170 employees earning an average annual wage or salary of less than \$35,000, exclusive of benefits, then the job performance payment will be reduced by multiplying the job performance payment (\$40,000) for each year by a fraction, the numerator of which is the actual number of full-time employees employed at the Facility on the last business day of the immediately preceding November for such year, and the denominator of which is 170.

(5) If the Company has met or exceeds the full-time employee target number for the job performance incentive as of the last business day of the preceding November, then the City agrees to pay the job performance payment to the Company by January 15 of the succeeding year.

(6) As a condition of the City's obligation to make job performance payments under this section, the Company shall provide to the City written certification by no later than the last business day of December prior to the due date of the job performance payment.

(7) If the Company is employing less than 150 full-time employees as of the last business day of the immediately preceding November, no job performance payment shall be due from the City to the Company for that year.

(8) The foregoing calculations will be made on an annual basis and in no event will the Company be required to refund payments for job performance payments that have been previously made.

(9) The City's obligation under this subsection (g) shall not exceed \$50,000 for any calendar year nor more than \$500,000 in the aggregate over the ten (10) year period after the Facility has been placed in service.

4. **Commitments of the Opelika Industrial Development Authority**

In consideration of the Company constructing the Facility and conducting the business operations as described in the Recitals and the economic benefit to the Opelika Industrial Development Authority and the local community to be realized from those operations, the Opelika Industrial Development Authority shall provide the following incentives:

(a) A 50 acre site located in the Northeast Opelika Industrial Park at a reduced cost of \$9500 per acre. For this site many of the required studies have been performed and the Opelika Industrial Development Authority will provide those to the Company at no cost.

(b) There is a wetland area on the site which will need to be mitigated. The Opelika Industrial Development Authority will cover the costs and undertake the work, including all approvals, associated with this mitigation. The estimated costs of this will be approximately \$164,800. The wetland mitigation work will be completed by December 31, 2015.

(c) The land to be provided for the Project will be the subject of a standard ground lease until the State Site Preparation Grant has been applied for and received. A copy of the Ground Lease is attached hereto.

5. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

6. **Assignment.** Except as otherwise provided herein, absent the consent of the City, which shall not be withheld unreasonably, this Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any financially solvent affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and signed by an authorized representative of the City.

7. **Further Assurances.** The Parties agree to do all things and take all actions permitted by law required by this Agreement, to assist and enable the Company to commence the Project and establish the Facility during construction thereof and on an ongoing basis thereafter, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds.

8. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

9. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

10. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

11. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

12. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To The Company:

John Page
Golden State Foods Corp.
18301 Von Karman Avenue
Irvine, CA 92612

And a copy to:

Name
Address

To The City:

Honorable Gary Fuller
Mayor
Opelika City Hall
204 South 7th Street
Opelika, AL 36801

To the OIDA:

Mr. Ronald P. Wilson
Chairman
P.O. Box 965
Opelika, AL 36803

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

13. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

“City” means the City of Opelika.

“Facility” shall have the meaning set forth in the First Recital (the first Whereas clause) of this Agreement.

“OIDA” means Opelika Industrial Development Authority.

"Job Performance Payment" has the meaning set forth in Section 3(g).

"Change of Control" shall mean either:

(i) the acquisition by any "Person" other than a non-affiliated entity (as the term "person" is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company and a non-affiliated entity, or the sale or other disposition of all or substantially all of the Company's assets to a non-affiliated entity.

For the avoidance of doubt, the proposed separation of Company into two publicly-traded corporations shall not be deemed a Change of Control for purposes of this definition or this Agreement.

"Commence Construction" or "Commencement of Construction" means that the physical work is being performed daily, using appropriate equipment and manpower to develop, construct and equip the Project and install necessary infrastructure to accomplish the objectives of the Project. Commence Construction does not include activities and/or pre-construction efforts related to conducting and developing site studies, reports, analysis, engineering, design and site preparation.

"Commence Operations" or "Commencement of Operations" shall mean that the Company has begun processing food at the Facility for actual customer orders.

"Effective Date" means the date upon which this Agreement is signed by the Mayor of the City of Opelika.

"Full-Time Employee" shall mean a person: (a) who is being paid directly by the Company and is employed at the Project or Facility for not less than 36 hours per work week; (b) whose compensation for working at the Project or the Opelika Facility is subject to Alabama State income tax withholdings; (c) whom the Company identifies as its employee to the U.S. Internal Revenue Service and the Alabama Department of Revenue on returns or reports filed with the foregoing; and (d) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within the Company within the United States of America. A Full-Time Employee shall not include unskilled temporary labor or construction workers. No employee of the Company, or any affiliate thereof, employed in the State of Alabama at the time hired at or transferred to the Project or Facility shall constitute a Full-Time Employee, except to the extent that the Company certifies to the City with respect to any such employee (a "Transferred Employee") that it has not eliminated the Transferred Employee's previous position at another facility of the Company or affiliate within the City and that a new employee has been hired at such other facility to fill substantially the same job and in the same pay category as that held by the Transferred Employee.

"Jobs Target Date" shall mean the date on which the Jobs Target is required to be achieved.

14. **Indemnification.** The Company shall release, hold harmless and indemnify the City and the OIDA, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties (collectively, "Losses"), or any of them individually, by reason of any such claim, and the Company, upon notice from the City or the OIDA, shall defend the same at the Company's expense by counsel satisfactory to the City and the OIDA. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. Notwithstanding the foregoing, the Company shall not be obligated to indemnify any Indemnified Parties for Losses to the extent that such Losses are caused by the negligence, misconduct or fraud of any of the Indemnified Parties. The foregoing indemnity obligation shall survive the expiration, or earlier termination, of this Agreement.

The City and OIDA shall release, hold harmless and indemnify the Company, their officers, board of directors, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the City and/or OIDA or any of the the City or OIDA's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties (collectively, "Losses"), or any of them individually, by reason of any such claim, and the City and OIDA, upon notice from the Company, shall defend the same at the City and OIDA's expense by counsel satisfactory to the Company. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. Notwithstanding the foregoing, the City and OIDA shall not be obligated to indemnify any Indemnified Parties for Losses to the extent that such Losses are caused by the negligence, misconduct or fraud of any of the Indemnified Parties. The foregoing indemnity obligation shall survive the expiration, or earlier termination, of this Agreement.

15. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

16. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the parties agree that any dispute between the parties for which judicial resolution in the state or

federal court system is appropriate shall be resolved in the courts of the State of Alabama or Federal courts located within the State of Alabama.

17. **Extension of Time.** Upon written request from the Company, the City and the OIDA shall have the authority, to extend the time for performance of any jobs target date or capital investment requirement by up to one year. Such consent shall not be unreasonably withheld. Additionally, time shall be extended automatically in the case of any Force Majeure event.

18. **Term.** This Agreement shall be effective as of the Effective Date and shall terminate on December 31, 2032, unless earlier terminated pursuant to the terms hereof.

19. **Force Majeure.** If any Party fails to perform timely any of the terms, covenants or conditions of this Agreement to be performed by such Party and such failure is due in whole or in material part to a Force Majeure Event which is beyond the control of the Party claiming a delay, then such Party shall not be deemed in default under this Agreement as a result of such failure and any time for performance by such provided for herein shall be extended by the period of delay resulting from such cause. Any Party claiming a delay pursuant to this Section 23 shall promptly notify the other Party hereto of the claim and the anticipated duration of the delay. For purposes of this section, a "Force Majeure Event" includes any change in laws, strike, unmediated lockout, civil disorder, failure of power, inability or delay in procuring materials or necessary approvals and/or permits, riots, insurrections, war, fuel shortage, acts of God, acts of terrorism, weather, lightning, earthquakes, fires, storms, tornados, floods, washouts, civil disturbances, and/or any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, which restrict, threaten, obstruct, impede or interfere with the Party's ability to timely perform, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. The term "Force Majeure Event" also includes (a) disputes, walkouts, or delays between the Company and third parties, including the Company's engineers, general contractor and/or subcontractors engaged to perform work on the Project, (b) any unforeseen soil or natural conditions that delay or prevent construction of the Project and (c) in those instances where a Party or third party is required to obtain or furnish materials and supplies for the purpose of constructing or maintaining facilities for such purpose, the inability of such Party or third party to acquire, or the delays on the part of such Party or third party in acquiring, at reasonable costs, and after the exercise of reasonable diligence, such materials and supplies.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

GOLDEN STATE FOODS CORP.

By: [Signature]

Its: Chief Financial Officer

Date: 2/9/15

CITY OF OPELIKA

By: [Signature]

Its: Mayor

Date: 2-17-2015

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

By: [Signature]

Its: Chairman

Date: 2-17-2015

EXHIBIT (5)

EXHIBIT 1

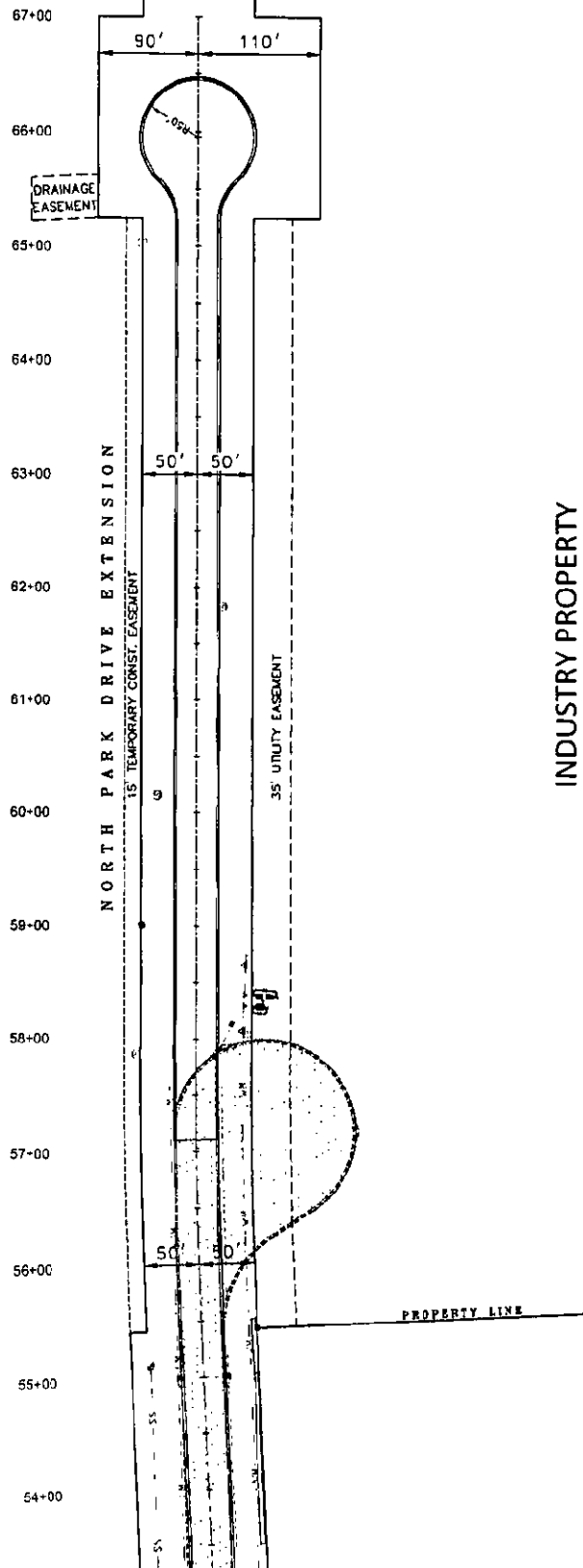


EXHIBIT 2

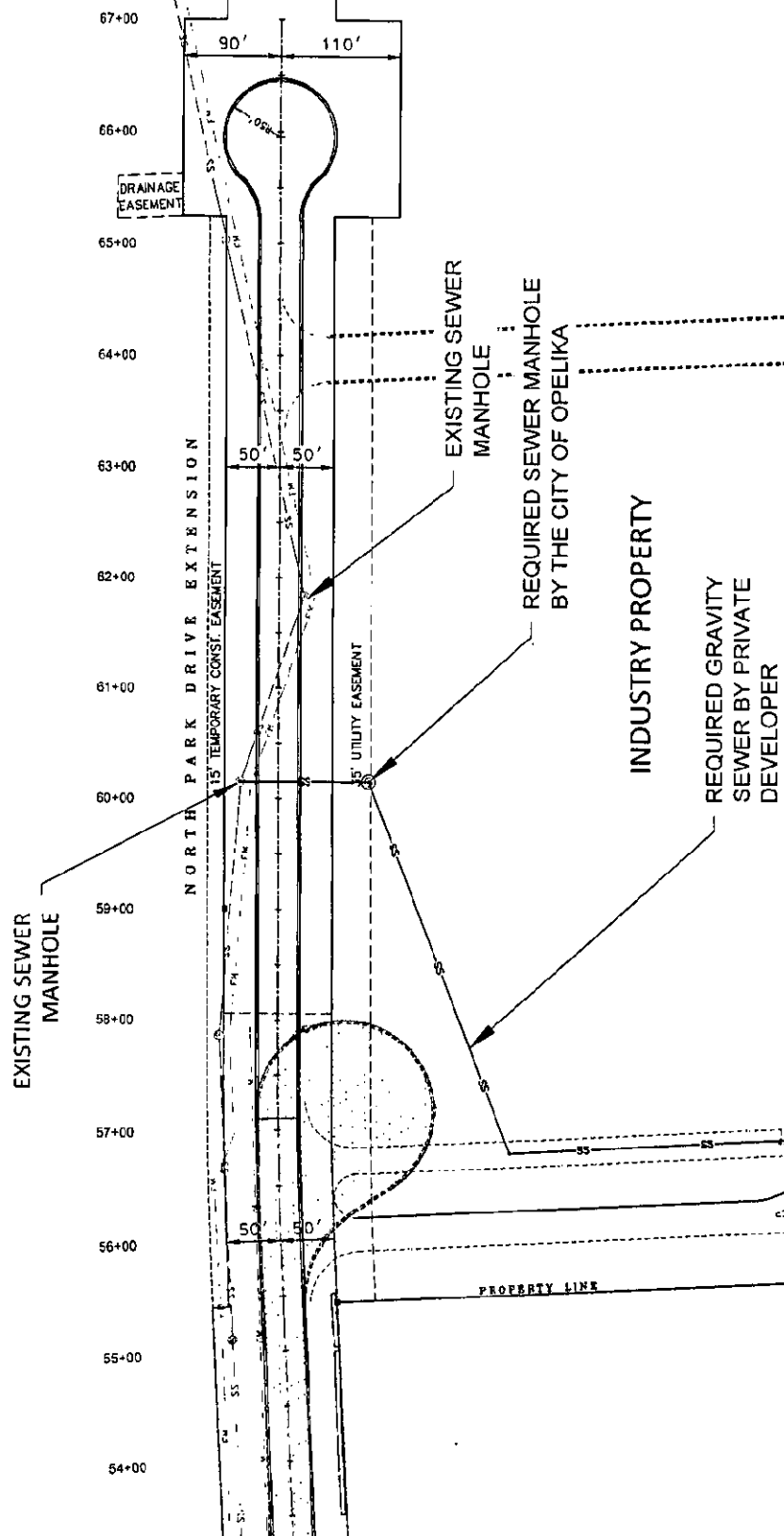
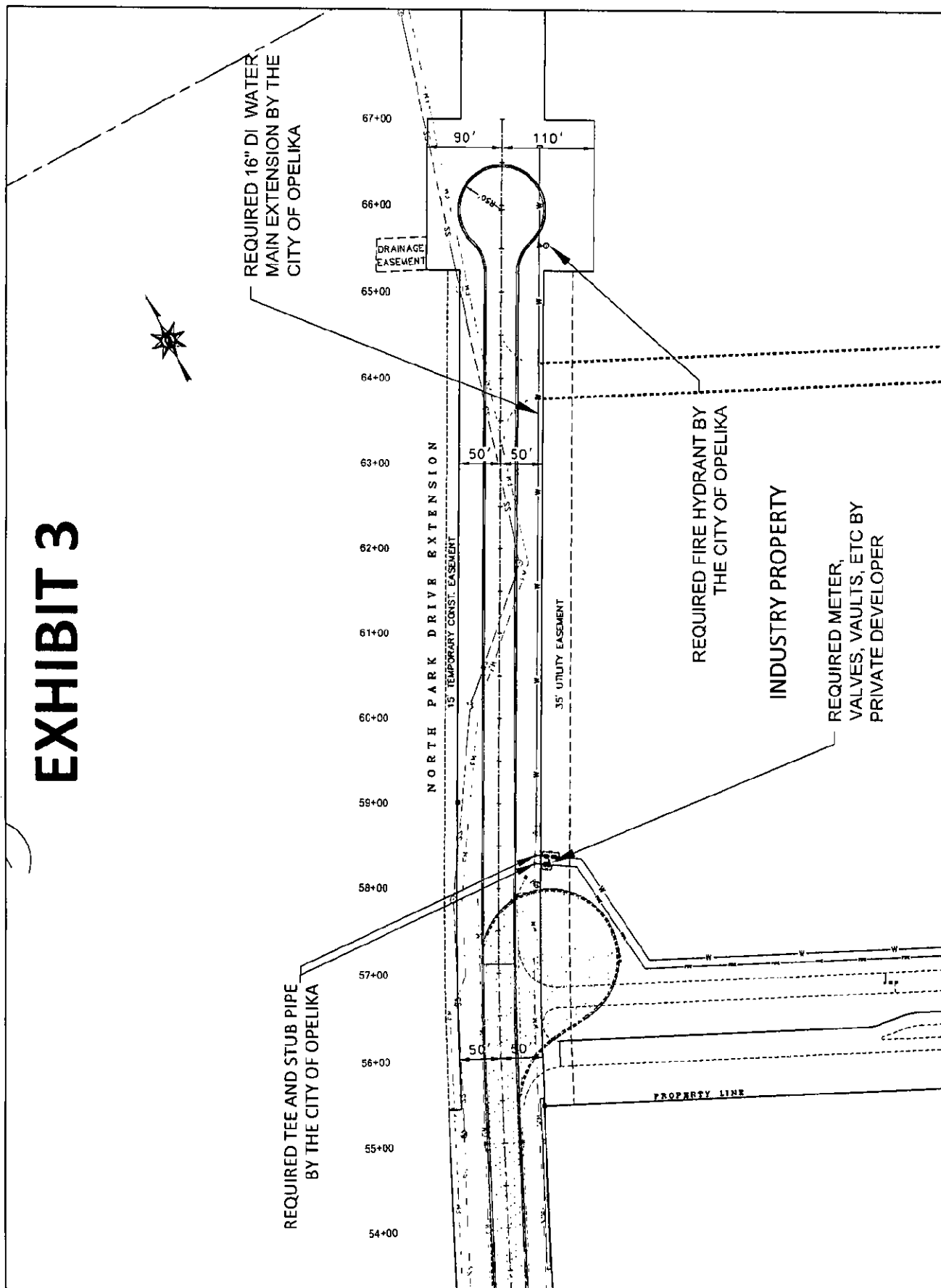


EXHIBIT 3



STATE OF ALABAMA
LEE COUNTY

GROUND LEASE

THIS GROUND LEASE is made by and between Golden State Food Corp., ("Lessee"), and Opelika Industrial Development Authority, a public corporation ("Lessor"), as of this 12th day of March, 2015.

WITNESSETH:

WHEREAS, Lessor owns the land described on Exhibit "A" (the "Land") which is located in the Northeast Opelika Industrial Park, Opelika, Lee County, Alabama (the "Park"), and

WHEREAS, Lessee desires to lease the Land from Lessor, and Lessor is willing to lease the Land to Lessee, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the mutual covenants and promises contained herein, and the payment of the rent hereinafter specified, Lessor hereby leases and demises unto Lessee, and Lessee hereby takes and leases from Lessor, the Land described on Exhibit "A" on the following terms and conditions:

1. Term. The term of this Ground Lease shall be five (5) years, beginning March 12, 2015 (the "Commencement Date"), and ending March 11, 2020 ("Expiration Date"), unless this Ground Lease is earlier terminated as provided hereinafter; provided, however, that the lease term may be extended (i) as provided in the third sentence of this Paragraph 1 or (ii) otherwise, on such terms and for such duration as the parties may mutually agree on or before such Expiration Date. The term of this Ground Lease will automatically expire on the date that title to the Land is conveyed to Lessee as set forth in Paragraph 18 below. In the event that the site development grant contemplated by the Project Agreement, entered into on February 17, 2015, among Lessor, Lessee,

and the City of Opelika (the "Project Agreement"), has not been obtained and disbursed to Lessee prior to the stated Expiration Date of this Ground Lease, Lessee in its sole discretion may extend the term of this Lease for such time as may be necessary to obtain and disburse the grant and permit the exercise of Lessee's option to purchase.

2. Permitted Uses. The Land may be used for the construction, improvement, equipping and operation of a manufacturing and/or distribution facility (the "Permitted Uses").

3. Rent. Lessee shall pay Lessor, as rent under this Ground Lease for the entire term including any extension thereof, the sum of Four Hundred and Seventy-Five Thousand (\$475,000) Dollars in advance.

4. Hazard Insurance. Lessee shall keep in full force and effect during the term of this Ground Lease sufficient hazard insurance to protect its interest in the Improvements (as defined in Paragraph 8 below). If the Improvements should be damaged by fire, flood, or other casualty, then this Lease shall not terminate, but Lessee may, at its sole option, cost and risk, proceed forthwith to rebuild or repair such Improvements to substantially the same condition in which they existed prior to such damage and the proceeds from any hazard insurance policy shall be applied to the costs of such repairs and renovations. Should Lessee elect not to rebuild or repair the Improvements, it shall nonetheless take such actions as may be necessary to prevent an unsafe, unsanitary or nuisance condition.

5. Indemnity. Lessee shall indemnify and hold Lessor harmless from and against all claims for personal injury or property damage that result from or arise out of the operations or activities of the Lessee, its agents, servants or employees associated with this Project. This indemnification shall include, but not be limited to, any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in

connection with work, labor, and/or materials supplied in connection with the improvements on the project. Notwithstanding the foregoing, the Lessee shall not be obligated to indemnify the Lessor for losses to the extent such losses are caused by the negligence or willful misconduct of Lessor, its agents, servants or employees. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Ground Lease.

6. Utilities and Maintenance. Lessee shall pay for all utilities used or consumed by Lessee at the Land and be responsible for all maintenance on the subject property.

7. Taxes. Subject to the terms and conditions contained in the Incentive Agreement entered into on February 17, 2015, among the City of Opelika, Lessor and Lessee (the "Project Agreement"), Lessee shall be responsible for any and all real estate taxes associated with the Land and Improvements. It is expressly acknowledged that Lessor shall not be responsible for any taxes with respect to Lessee's operation of the Improvements, including, without limitation, any real estate taxes associated with the Land or Improvements. Lessor shall take no action that would impair Lessee's rights and benefits under the Project Agreement, this Ground Lease, the Incentive Agreement and/or any other agreements executed in connection with the Project Agreement and this Ground Lease (collectively, including the Project Agreement and the Incentive Agreement, the "Related Agreements").

8. Improvements. Lessee shall have the right to construct buildings and other improvements on the Land including equipping of a manufacturing and/or distribution facility (collectively, the "Improvements") so long as any construction on the Land will comply with covenants and restrictions applicable to the Park and to any applicable regulations of the City of Opelika. All Improvements shall remain the sole property of the Lessee.

9. Assignment and Subletting; Subordination to Financing. Lessee shall be entitled to assign, convey, pledge, mortgage or otherwise encumber its rights and interests under this Ground Lease, or to sublet all or any part of the Land and the Improvements, without Lessor's prior written consent. No such assignment or subletting shall release Lessee from any of its obligations under this Ground Lease. Any such assignee or sublessee may only use the Land and the Improvements for the Permitted Uses. If requested by any entity providing financing for the construction of the Improvements or financing of Lessee's business operations, Lessor shall agree to subordinate its rights under this Ground Lease to any mortgage, deed of trust or other instrument securing such financing.

10. Compliance with Applicable Law. Lessee shall be responsible for keeping the Improvements in compliance with applicable law during the term of this Ground Lease. Lessor shall be solely responsible for remediation for the wetlands, cemeteries, archeological and cultural resources and any environmental remediation resulting from causes other than the acts or omissions of Lessee.

11. Quiet Enjoyment. So long as Lessee fully and timely performs all of its obligations under this Ground Lease, Lessee shall be entitled to the exclusive control, possession and quiet use and enjoyment of the Land and the Improvements.

12. Condemnation. In the event of the condemnation or other taking of the Land, the Improvements or any part thereof, all proceeds and awards for such condemnation or taking shall be the sole property of Lessee. However, should any such condemnation or taking render the Land untenable, Lessee shall be entitled to terminate this Ground Lease by giving Lessor written notice thereof within thirty (30) days of such condemnation or taking.

13. Signs. Lessee shall be entitled to place such signs on the Land and the Improvements as are allowed by applicable law.

14. No Broker. Lessor and Lessee acknowledge that no real estate agent or broker was involved in the negotiation of this Ground Lease or is otherwise entitled to any fee or commission.

15. Default. If either party hereto shall default in the full, faithful and punctual performance of any obligation hereunder to be performed by such party (the "Defaulting Party"), then the other party shall give the Defaulting Party thirty (30) days' written notice of default (except in an emergency, in which event the non-defaulting party shall give such notice as is reasonable under the circumstances). If such alleged default is not cured within such thirty (30)-day period (or immediately, in the event of an emergency caused by the Defaulting Party), then the non-defaulting party may perform such obligation on behalf of the Defaulting Party and the non-defaulting party shall be reimbursed by the Defaulting Party for the cost of curing such default, together with interest thereon at the rate of twelve percent (12%) per annum or the maximum amount permitted under law, whichever is less. The foregoing remedy is in addition to all other remedies that the non-defaulting party may have at law or in equity for breach of this Ground Lease by the Defaulting Party, including, without limitation, specific performance, termination or recovery of damages.

16. No Waiver; Binding Effect. No delay or omission of the exercise by either party of any right or remedy shall impair any such right or remedy or shall be construed as a waiver of any default by the Defaulting Party or as acquiescence therein. This Ground Lease shall be binding upon the heirs, successors, personal representatives and assigns of Lessor and Lessee.

17. Entire Agreement. This Ground Lease and the Related Agreements constitute the entire and only agreement between Lessor and Lessee concerning the lease of, and option to

purchase, the Land and no prior oral or written statements or representations, if any, of either party or its representative relating to the lease and option to purchase the Land, not contained in this Ground Lease or in the Related Agreements, shall have any force or effect. This Ground Lease shall not be modified or amended in any way except by a writing executed by Lessor and Lessee.

18. Option to Purchase. At the end of the term of this Ground Lease or at any time during the term of this Ground Lease, or any extension thereof, at the Lessee's discretion, Lessee shall have the option to purchase the Land by giving the Lessor thirty (30) days written notice of its desire to do so. In the event Lessee desires to exercise this option and purchase the Land, Lessor agrees to convey good and marketable fee simple title to the Land to Lessee by Statutory Warranty Deed for the sum of One (\$1.00) Dollar. The conveyance shall be subject to all easements, and restrictions of record affecting the Land that (a) existed as of the Commencement Date of this Ground Lease or (b) that were subsequently created by Lessee, (collectively, the "Permitted Exceptions"), but shall be free and clear of any and all liens and encumbrances on the Land (other than liens and encumbrances granted or created by Lessee). For purposes of this Paragraph 18, "good and marketable" fee simple title means fee simple ownership which is insurable by a title insurance company reasonably acceptable to Lessee, at then current standard rates under the standard form of ALTA owner's policy of title insurance currently in effect at the time of the conveyance (including survey, access, contiguity, comprehensive and other customary endorsements required by Lessee), with the standard printed exceptions therein deleted and without exception other than the Permitted Exceptions. Lessor shall pay all transfer taxes, excise taxes, recording fees and similar costs associated with or attributable to the transfer.

Upon the exercise of the option to purchase, Lessor shall convey the Land and its interest, if any, in the Improvements to Lessee within thirty (30) days. At the closing, each party shall

furnish customary affidavits, certificates and closing statements. Lessee may exercise the purchase option regardless of whether any default exists under this Ground Lease.

Lessor agrees that Lessee may grant such easements over the Land as are reasonably necessary for the conduct of Lessee's business or as are reasonably necessary for any construction or improvement on the Land. Lessor will not grant any easement or create or consent to any encumbrance, lien, mortgage, restriction, covenant or regulation affecting the Land without the prior written consent of Lessee, which consent shall not be unreasonably withheld.

Lessor finds and determines that the price payable upon exercise of the option to purchase granted hereby, together with the amount of the prepaid rent set forth herein, constitutes fair market value for the leased realty for purposes of state law, including without limitation within the interpretation of the Site Grant Act and any predecessor statute thereto.

19. Relationship of Parties. Nothing contained in this Ground Lease shall be deemed or construed as constituting Lessor a partner or joint venturer of Lessee or as creating the relationship of principal and agent between Lessor and Lessee, it being the intention of Lessor and Lessee that, for purposes of this Ground Lease, the relationship between them is, and shall at all times during the term of this Ground Lease be and remain, that of lessor and lessee only.

20. Counterparts. This Ground Lease may be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement.

21. Notices. All notices required or permitted under this Ground Lease shall be in writing and shall be (a) personally delivered, (b) sent by a nationally recognized overnight delivery service (with evidence of delivery), or (c) sent by certified mail, return receipt requested, in each case postage or delivery fee prepaid, addressed to the parties as follows:

If to Lessor: Opelika Industrial Development Authority
Post Office Box 965
Opelika, Alabama 36803
Attention: Chairman

If to Lessee: Golden State Foods Corp
1525 Old Covington Rd NE
Conyers, GA 30013
Attention: Dr. Wayne Morgan

Either party may change its address by giving written notice to the other in the manner described in this paragraph. Notices shall be deemed to have been sufficiently given and received for all purposes hereof (a) on the date of delivery, if sent by personal delivery, (b) on the next business day following delivery to a nationally recognized overnight delivery service, or (c) four (4) calendar days following deposit with the U.S. Postal Service, if delivered by certified mail.

22. Severability. Should any part of this Ground Lease be held by a court of competent jurisdiction to be unenforceable, then the remainder of this Ground Lease shall be enforceable to the full extent not prohibited by law.

23. Governing Law. This Ground Lease shall be controlled and interpreted in accordance with the law of the State of Alabama.

25. Memorandum. Lessee may record a short form memorandum of this Ground Lease in the public land records of Lee County, Alabama.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Ground Lease as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

WITNESS:

Alex Luu
By: Alex Luu

ATTEST:

Lori Huguley
By: Lori Huguley
Its: Secretary

LESSEE:

Golden State Foods Corp.

John E. Page
By: John E. Page
Its: Chief Legal Officer

LESSOR:

Opelika Industrial Development Authority

Ronald P. Wilson
By: Ronald P. Wilson
Its: Chairman

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On March 10, 2015 before me, Shirley Schaal, Notary Public, personally appeared John E. Page, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

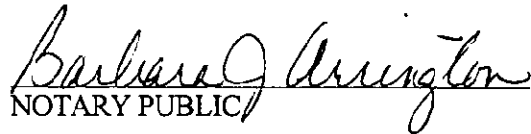


Notary Public Seal

STATE OF ALABAMA)
)
COUNTY OF LEE)

I, the undersigned authority, hereby certify that Ronald P. Wilson and Lori Huguley, whose names as Chairman and Secretary, respectively, of the OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY, a public corporation, who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing contract, that as such officers and with full authority, they voluntarily executed the same for and as the act of the corporation.

GIVEN under my hand and seal of office this the 12 day of March, 2015.


NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 9, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

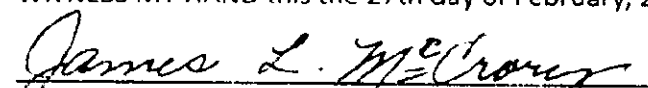
Exhibit "A"

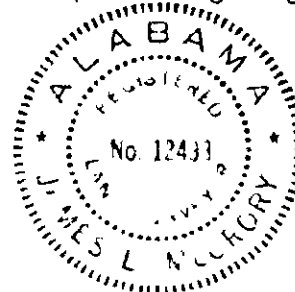
Description of 50 acre site to be provided.

LEGAL DESCRIPTION:

Lot 1B-5A3 of Northeast Opelika Industrial Park, Fifteenth Revision, as recorded in Town Plat Book 36 at Page 181 in the Office of the Judge of Probate of Lee County, Alabama, and being particularly described as follows, to wit: Commence at a concrete monument found at the northeast corner of Section 23, Township 20 North, Range 27 East, in Opelika, Lee County, Alabama; thence run South 89°43'49" West a distance of 312.23 feet to a point on the southeasterly margin of the right of way of Interstate Highway I-85 which is 150 feet southeast of as measured at right angles to the centerline of said highway; thence run North 35°49'48" West a distance of 342.88 feet to a point on the northwesterly margin of said I-85 which is 150 feet northwest of as measured at right angles to the centerline of said highway; thence run South 25°12'29" West along the northwesterly margin of said I-85 a distance of 1,017.80 feet to a capped 5/8-inch rebar set at the point of beginning of the parcel to be described herein. From said point of beginning, thence continue South 25°12'29" West along the northwesterly margin of said I-85 a distance of 297.66 feet to a concrete right of way monument found at Station 914+00 of said highway; thence run South 39°29'33" West a distance of 103.66 feet to a concrete right of way monument found 175 feet northwesterly of as measured at right angles to the centerline of said highway at Station 913+00; thence run South 25°16'18" West along said margin a distance of 999.43 feet to a concrete right of way monument found at Station 903+00; thence run South 11°09'43" West along said margin a distance of 36.06 feet to a capped 5/8-inch rebar; thence leaving the right of way of I-85 run North 64°40'48" West a distance of 1,561.45 feet to a concrete right of way monument on the southeasterly margin of the North Park Drive at a point 50 feet southeast of as measured at right angles to the centerline of said road at P.C. Station 55+41.82; thence run along said margin of North Park Drive on the arc of a curve turning to the right having an arc length of 261.72 feet, a radius of 5,350.00 feet, a chord bearing of North 26°43'17" East, and a chord length of 261.72 feet to a capped 5/8-inch rebar at P.T. Station 58+05.99; thence run North 28°07'23" East along said margin of North Park Drive a distance of 718.98 feet to a capped 5/8-inch rebar; thence run South 61°52'37" East a distance of 60.00 feet to a capped 5/8-inch rebar set at a point 110 feet southeast of as measured at right angles to P.O.T. Station 65+25; thence run North 28°07'23" East along said margin a distance of 175.03 feet to a capped 5/8-inch rebar at P.O.T. Station 67+00; thence run North 61°52'37" West a distance of 60.00 feet to a capped 5/8-inch rebar set at a point 50 feet southeast of as measured at right angles to the centerline of said North Park Drive; thence run North 28°07'23" East along said margin a distance of 263.96 feet to a capped 5/8-inch rebar set at P.C. Station 69+63.96; thence along said margin on the arc of a curve turning to the right having an arc length of 11.39 feet, a radius of 5,447.12 feet, a chord bearing of North 28°10'58" East, and a chord length of 11.39 feet to a capped 5/8-inch rebar; thence leaving the right of way of North Park Drive run South 64°47'31" East a distance of 1,513.00 feet to the point of beginning; containing 50.000 acres, more or less.

WITNESS MY HAND this the 27th day of February, 2015.


James L. McCrory, Professional Land Surveyor
Alabama Registration Number 12493



I, James L. McCarty, a Registered Professional Land Surveyor in the State of Alabama, having made a personal inspection of the premises shown on this map, do hereby certify that the same are correctly shown in accordance with the original survey and the records of the Surveyors Office, and that the same are correctly shown in accordance with the original survey and the records of the Surveyors Office, and that the same are correctly shown in accordance with the original survey and the records of the Surveyors Office.

Subscribed and sworn to before me this 15th day of February, 2015.

Notary Public for Alabama

Notary Public for Alabama

Notary Public for Alabama

Notary Public for Alabama

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Notary Public for Alabama

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Notary Public for Alabama

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

The undersigned, County Engineer of the County of Lee, Alabama, hereby certifies to the validity and accuracy of the map, plan, or plat of land shown on this map, plan, or plat, and that the same are correctly shown in accordance with the original survey and the records of the Surveyors Office, and that the same are correctly shown in accordance with the original survey and the records of the Surveyors Office.

Notary Public for Alabama

APPROVED BY THE BOARD OF ALABAMA SURVEYORS

James L. McCarty, Jr.
Member, Alabama Surveyors Association, No. 12345

I, James L. McCarty, Jr., a Registered Professional Land Surveyor in the State of Alabama, having made a personal inspection of the premises shown on this map, do hereby certify that the same are correctly shown in accordance with the original survey and the records of the Surveyors Office, and that the same are correctly shown in accordance with the original survey and the records of the Surveyors Office.

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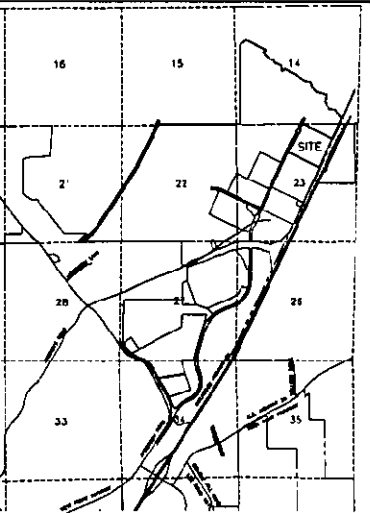
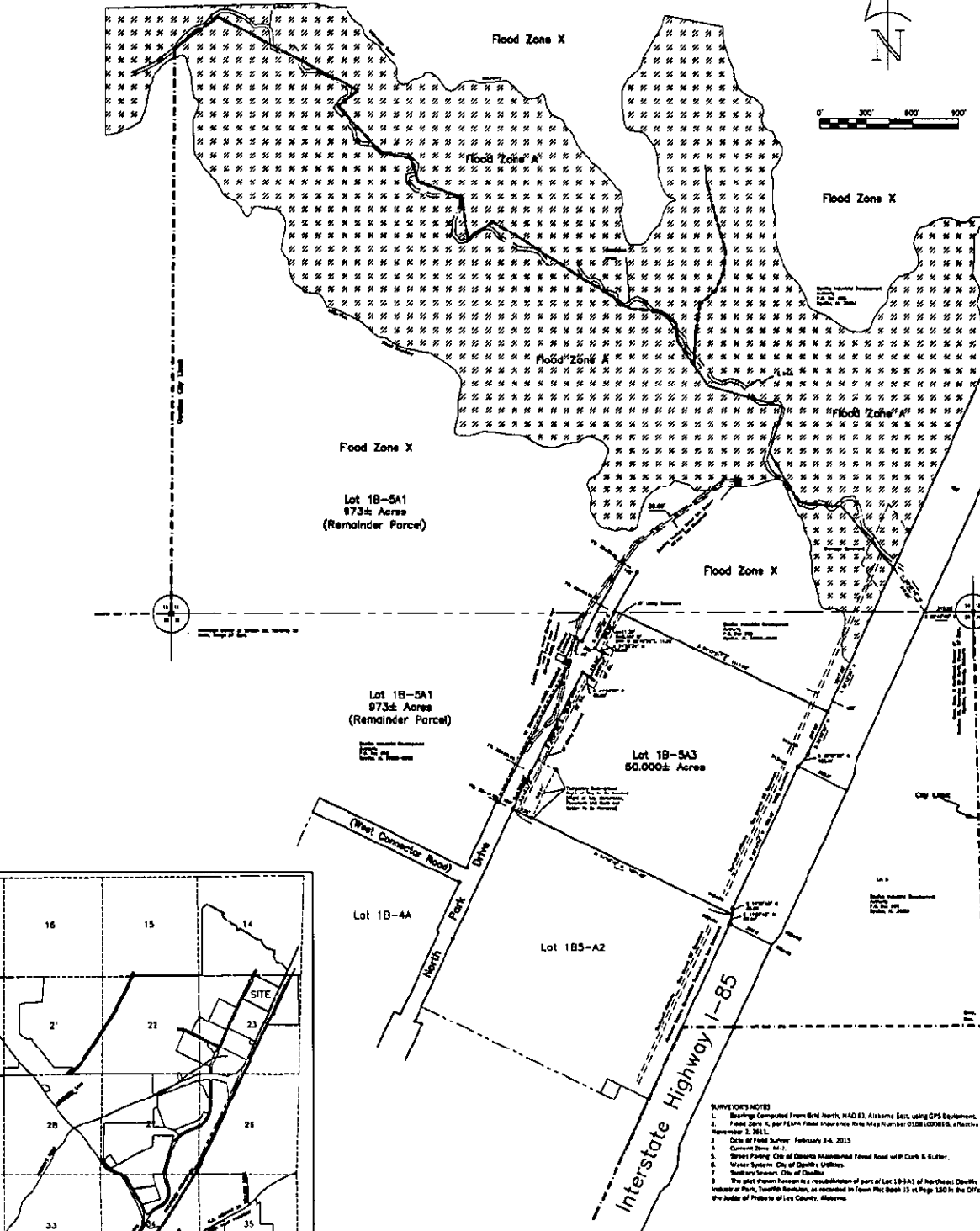
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Vicinity Map
Scale 1"=Approx. 2500'

- SURVEYOR'S NOTES**
1. Building Computed from Bird North, NAD 83, Alabama East, using GPS Equipment.
 2. Flood Zone X, per FEMA Flood Insurance Area Map Number 0158 (00085), effective September 2, 2011.
 3. Date of Field Survey: February 24, 2015.
 4. Current Zone (A-1).
 5. Street Fronting: City of Opelika Maintained Road with Curb & Gutter.
 6. Water System: City of Opelika.
 7. Sewer System: City of Opelika.
 8. The said shown herein is a reproduction of part of Lot 1B-5A1 of Northeast Opelika Industrial Park, Twelfth Revision, as recorded in Town Plat Book 13 at Page 180 in the Office of the Auditor of Records of Lee County, Alabama.

Northeast Opelika Industrial Park, Fifteenth Revision
(A Revision of Lot 1B-5A1, Twelfth Revision)
Sections 14 & 23, Township 20 North, Range 27 East
Opelika, Lee County, Alabama

RESOLUTION NO. 045-15

**RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND
EXEMPTIONS FOR GOLDEN STATE FOODS CORP.**

WHEREAS, the City of Opelika, Alabama, a municipal corporation (the "City") and Golden State Foods Corp., a Delaware Corporation, (the "Company") have been engaged in discussions concerning the construction by the Company of a state-of-the-art food processing facility (the "Facility") to be located within the corporate limits of the City; and

WHEREAS, the Company is desirous of establishing the Facility in the Northeast Opelika Industrial Park;

WHEREAS, the proposed Facility will result in an initial capital investment of up to forty-nine million five hundred thousand dollars (\$49,500,000.00) by the Company and will result in the creation of approximately one hundred seventy-three (173) full-time jobs at the Facility; and

WHEREAS, the City wishes to secure the numerous benefits to the City, its business community and its residents that could result from the construction and operation of the Facility within the City; and

WHEREAS, the Company has announced plans to acquire land, construct new buildings, and purchase and install new manufacturing machinery and other new personal property, including non-manufacturing machinery, other equipment, computers, furniture, etc. (the "Project") at the site of the Facility; and

WHEREAS, the Project is estimated to be placed in service by March 1, 2017; and

WHEREAS, the Project will be operated by the Company as an "industrial or research enterprise" as defined under Alabama Code §40-9B-3(a)(10); and

WHEREAS, the Company's NAICS Code 311612 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the "Act"), the Company has requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes); and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, pursuant to Article IV of Chapter 51 of Title 11, *Code of Alabama*, the Company has requested from the City a complete exemption of non-educational City ad valorem taxes for a period of fifteen (15) years; and

WHEREAS, the City has considered the request of the Company and the completed application filed by the Company in connection with its request; and

WHEREAS, the City has found the information contained in the Company's application to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement between the City and the Company and the City Council has determined that the general terms of such Agreement are acceptable to the City in principle; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama and has power to enter into and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the City represents and warrants to the Company that it has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement; and

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the construction and operation of the Facility due to the acquisition of land, the construction of new buildings and the purchase and installation of new manufacturing equipment and other new personal property.

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

1. Approval is hereby given to application of the Company and abatement is hereby authorized of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction related transactions (sales and use) taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education.

2. In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to the Company a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years.

3. The abatements and exemptions granted herein do not include any ad valorem taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 1 and 2 shall not exceed the maximum abatement allowed by state law.

4. The Mayor and the City Clerk are hereby authorized and directed to execute the

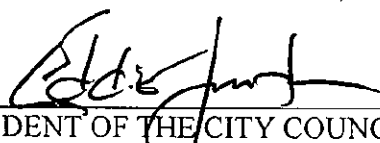
Tax Abatement Agreement with the Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

5. A certified copy of this resolution, with Application and Abatement Agreement, shall be forwarded to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

6. 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 caused 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.

7. This resolution shall take effect upon passage and adoption by the City Council.

ADOPTED AND APPROVED this the 17th day of February, 2015.



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

ATTEST:



CITY CLERK

Tax Abatement Agreement

2/11

This Abatement Agreement is made and entered into as of this 17 day of February, 2015, by and between City of Opelika (the Granting Authority), and Golden State Foods Corp. (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 311612 meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), *Code of Alabama 1975*, as amended.

WHEREAS, the Company has announced plans for a (check one):

☒ new project or ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 1 day of March, 2017, and

WHEREAS, the Project will be located in the County of Lee (check only one)

☒ inside the city limits of Opelika.

☐ inside the police jurisdiction of _____.

☐ outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., *Code of Alabama 1975*) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

☒ all state and local noneducational property taxes

☒ all construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 17 day of February, 2015 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

☒ owned by the entity applying for the abatement,

☐ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

- ☒ (a) Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;
- ☒ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 *Code of Alabama 1975* on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;
- ☐ (c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 *Code of Alabama 1975* relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

- ☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 221,189 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.
- ☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately \$ _____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance the project.
- ☒ (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 1,752,500 and such abatement shall not extend beyond the date the Project is placed in service.

☐ (d) Mortgage and recording taxes are expected to be approximately \$_____.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 49.5 million.

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 173 Year 1 178 Year 2 183 Year 3 188;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$ 7 million Year 1 \$ 7,180,000 Year 2 \$ 7,360,000 Year 3 \$ 7,540,000.

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

| | |
|--|--|
| <u>GOLDEN STATE FOODS CORP.</u>
(the Company) | <u>City of Opelika</u>
(the Granting Authority) |
| By: <u>[Signature]</u> | By: <u>[Signature]</u> |
| Name: <u>JOHN PAGE</u> | Name: <u>Gary Fuller</u> |
| Title: <u>SR. VP, Corporate Secretary</u> | Title: <u>Mayer</u> |
| Date: <u>2/9/15</u> | Date: <u>2-17-2015</u> |



ALABAMA DEPARTMENT OF REVENUE

Form CO: CAA
7/09Application to Local Granting Authority
for Abatement of TaxesNoneducational Sales and Use Taxes,
Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR:

☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes

2. PROJECT NAICS CODE:

3 1 1 6 1 2

3. TYPE OF PROJECT:

☒ New Project ☐ Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)

☐ \$2,000,000 OR ☐ 30% of original cost of existing property, original cost \$

5. PROJECT APPLICANT:

DBA:

Golden State Foods Corp

6. ADDRESS OF APPLICANT:

1525 Old Covington Rd NE

CITY:

Conyers

STATE:

GA

ZIP CODE:

30013

7. NAME OF CONTACT PERSON:

Wayne Morgan

TELEPHONE NUMBER:

(770) 483-0711

8. DATE COMPANY ORGANIZED:

01/01/1947

9. PHYSICAL LOCATION OF PROJECT:

4801 Northpark Drive

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE):

Opelika

COUNTY:

Lee

ZIP CODE:

36801

10. BRIEF DESCRIPTION OF PROJECT (PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):

New food processing plant

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN:

September 1, 2015

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED:

September 1, 2016

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE:

March 1, 2017

14. HAVE BONDS BEEN ISSUED FOR PROJECT:

☒ No ☐ Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT

☒ No ☐ Yes If yes, projected date of issue:

| 16. ESTIMATED NUMBER OF NEW EMPLOYEES | 17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES | Estimated Investment for Project | 18. COST OR VALUE FOR PROPERTY TAX | 19. COST SUBJECT TO SALES TAX | |
|--|---|---|------------------------------------|-------------------------------|--------------|
| INITIALLY | INITIALLY | | 18a | | |
| 173 | \$7,000,000 | a. Land (if donated, show market value) | 1,500,000 | XXXXXXXXXX | |
| YEAR 1 | YEAR 1 | | 18b | | |
| 5 | \$180,000 | b. Existing Building(s) (if any) | 0 | XXXXXXXXXX | |
| YEAR 2 | YEAR 2 | | 18c | | |
| 5 | \$180,000 | c. Existing Personal Property (if any) | 0 | XXXXXXXXXX | |
| YEAR 3 | YEAR 3 | | 18d | | |
| 5 | \$180,000 | d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only) | 24,000,000 | 12,000,000 | |
| This form may be used as the application to the local granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975. | | e. New Manufacturing Machinery | 18e | 22,000,000 | |
| | | f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.) | 18f | 2,000,000 | |
| | | g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.) | | 18g | 19g |
| | | | | \$49,500,000 | \$36,000,000 |

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Wayne Morgan

NAME (PRINT)

SIGNATURE

Corp VP / Pres Protein Group

TITLE

02/09/2015

DATE



ALABAMA DEPARTMENT OF REVENUE
SALES, USE & BUSINESS TAX DIVISION

ST: EX-A2
4/01

Application For Sales and Use Tax Certificate of Exemption

For an Industrial or Research Enterprise Project

This Certificate of Exemption will be limited to purchases which qualify for an abatement of sales and use taxes pursuant to **Code of Alabama 1975**, Section 40-9B-1, et seq.

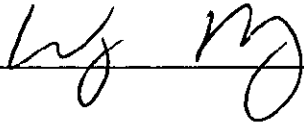
| | | |
|---|---|---|
| APPLICANT'S LEGAL NAME | | FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) |
| Golden State Foods Corp. | | 95-2670074 |
| MAILING ADDRESS | | |
| 1525 Old Covington Rd NE | | |
| CITY, STATE, AND ZIP | | |
| Conyers, GA 30013 | | |
| ADDRESS OF THE PROJECT SITE | | |
| 4801 Northpark Drive, Opelika, AL 36801 | | |
| CONTACT PERSON | IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER | |
| Wayne Morgan | | |
| BUSINESS PHONE NUMBER | DATE ABATEMENT WAS GRANTED | ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT |
| (770) 483-0711 | 2-17-2015 | 03/01/2017 |

A **prime contractor** must attach written confirmation from the private user that it will be making purchases of tangible personal property to be incorporated into the project referenced above. A **contractor or subcontractor** must attach written confirmation from the private user or the prime contractor that it will be making purchases of tangible personal property to be incorporated into the project referenced above.

The undersigned hereby makes application for a certificate of exemption (Form STE-2) in accordance with the provisions of Sales and Use Tax Rule 810-6-4-.24 and further agrees to abide by the procedures outlined in Sales and Use Tax Rule 810-6-4-.24.01.

Name Wayne Morgan

(PLEASE PRINT)

Signature 

Title Corp VP / President Protein Group

Date February 9, 2015

Mail to:

Alabama Department of Revenue
Attn: Abatement Program Administrator
P. O. Box 327001
Montgomery, AL 36132-7001
(334) 242-1175

RESOLUTION NO. 046-15**RESOLUTION APPROVING AND AUTHORIZING A COOPERATION AGREEMENT
BETWEEN THE CITY OF OPELIKA AND THE
OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY**

WHEREAS, the City of Opelika, Alabama, (the "City") desires to contract with the Opelika Industrial Development Authority ("OIDA") for the mitigation of a wetlands area within the boundaries of the Northeast Industrial Park of the City of Opelika; and

WHEREAS, the parties are authorized to enter into agreements with each other to provide for joint or cooperative action; and

WHEREAS, OIDA has requested that the City reimburse it for fifty percent (50%) of the total actual cost of the wetland mitigation work; and

WHEREAS, a proposed Cooperation Agreement (the "Agreement") has been prepared and submitted to the 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.

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

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

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

directed to attest said Agreement.

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. That the City's share of all costs associated with the mitigation of wetland area shall be paid from the Economic Development funds and the Controller is hereby authorized and directed to transfer sufficient funds from the Economic Development funds to the appropriate account.

5. That the Mayor and the Controller are hereby authorized to make all necessary budget adjustments and accounting entries to implement this Resolution.

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

ADOPTED AND APPROVED this the 17th day of February, 2015.



PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:



CITY CLERK

**COOPERATION AGREEMENT BETWEEN THE CITY OF OPELIKA AND
OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY**

THIS AGREEMENT (the "Agreement") is made and entered into this the 17th day of February, 2015, by and between the City of Opelika, Alabama, an Alabama municipal corporation (hereinafter referred to as the "City") and Opelika Industrial Development Authority, a public corporation, (hereinafter referred to as "OIDA").

WITNESSETH:

RECITALS

WHEREAS, the parties are authorized to enter into agreements with each other to provide for joint or cooperative action; and

WHEREAS, the City and OIDA heretofore authorized the execution and delivery of a Project Agreement by and among the City, OIDA and Golden State Foods Corp. (the "Project Agreement"); and

WHEREAS, under and pursuant to said Project Agreement, OIDA agreed to mitigate a wetland area within the boundaries of the Northeast Industrial Park; and

WHEREAS, the estimated cost of the wetland mitigation will be approximately \$164,800.00; and

WHEREAS, OIDA has requested the City's assistance with the payment of said mitigation costs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. OIDA agrees to mitigate the wetland area in accordance with the provisions of Section 4(b) of the Project Agreement. All costs associated with the wetland mitigation work shall be shared equally between the City and OIDA.

2. The City shall reimburse OIDA for fifty percent (50%) of the total actual cost of the wetland mitigation work. OIDA shall submit one (1) invoice to the City upon completion of the mitigation work which the City agrees to pay within thirty (30) days after the date the invoice is received.

3. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors and assigns.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first above written.

THE CITY OF OPELIKA, ALABAMA

By: _____

GARY FULLER, ITS MAYOR

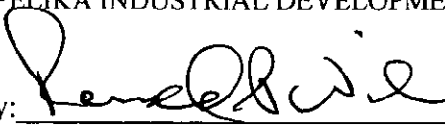
ATTEST:



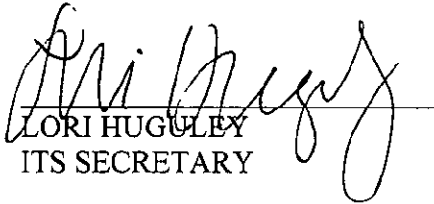
ROBERT G. SHUMAN,
ITS CITY CLERK

2-18-16

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

By: 
RONALD P. WILSON
ITS CHAIRMAN

ATTEST:


LORI HUGULEY
ITS SECRETARY

2.
1st R
2-3-15

ORDINANCE NO. 101-15

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

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

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

- (a) From a R-4M District (Medium Density Residential District) to a M-1 District (Industrial District) the parcel of land hereinafter described:

57.034 acres of land, more or less, in the Northwest Quarter of Section 20, Township 19 North, Range 27 East, Opelika, Lee County, Alabama, more particularly described as follows: FROM the Northwest corner of said Section 20, run thence South 88 degrees 14 minutes East, 1,207.0 feet to the point of beginning of the property here described: FROM SAID POINT OF BEGINNING, continue South 88 degrees 14 minutes East, 644.1 feet; thence South 89 degrees 15 minutes East, 569.7 feet; thence North 89 degrees 01 minutes East, 316.3 feet; thence South 5 degrees 23 minutes West, 2,085.9 feet to a point on the Northeasterly margin of the Old Columbus Road in Opelika, Lee County, Alabama: thence North 61 degrees 31 minutes West along the Northeasterly margin of said road, 1,124.2 feet; thence North 62 degrees 57 minutes West along the Northeasterly margin of said road, 272.4 feet to the Southeasterly corner of an old cemetery; thence leaving said road, run North 0 degrees 40 minutes East along the Easterly margin of said cemetery, 240.0 feet; thence North 88 degrees 14 minutes West, along the Northerly boundary of said cemetery, 120.0 feet; thence North 0 degrees 40 minutes East, 1,197.2 feet to the point of beginning, containing 57.034 acres, more or less, according to a survey of said property made for the Circuit Court of Lee County, Alabama, by James L. McCrory, dated May 30, 1984.

LESS AND EXCEPT:

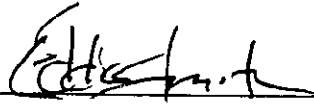
PARCEL B: Commence at the northeast corner of Section 20, Township 19 North, Range 27 East in Lee County, Alabama; thence run South 1504.26 feet; thence run West 3956.31 feet to an iron pin on the northerly margin of Old Columbus Road and the POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, thence run along said margin North 64°05'37" West, 116.96 feet to an iron pin; thence run North 00°28'37" West, 277.46 feet to an iron pin; thence run South 76°59'22" East, 155.45 feet to an iron pin; thence run South 08°30'52" East, 296.82 feet to an iron pin and the POINT OF BEGINNING; containing an area of 0.862 acres, more or less according to that certain survey done by James L. McCrory dated February 07, 2005.

The above-described parcel, containing approximately 56 acres, lies along the northeasterly margin of Old Columbus Road and adjoins the current site of East Alabama Paving Company.

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 17th day of February, 2015.



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

ATTEST: 

CITY CLERK

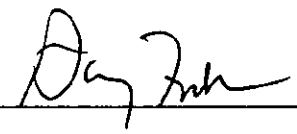
TRANSMITTED TO MAYOR on this the 18th day of February, 2015.



CITY CLERK

ACTION BY MAYOR

APPROVED this the 18th day of February, 2015.



MAYOR

ATTEST: 

CITY CLERK

CITY OF OPELIKA

P. O. Box 390
Opelika, Alabama 36803

Certification of advertising:

I, Robert G. Shuman, City Clerk of the City of Opelika, Alabama, do hereby certify that

Ordinance number 101-15 was adopted and approved on 2-17-15

and published in the:

 Opelika - Auburn News

✓ Opelika Observer

a newspaper of general circulation in the City of Opelika, Alabama one (1) time on

the 20th day of February, 2015.

Dated this the 20th day of February, 2015.



R. G. Shuman, CMC
City Clerk – Treasurer
Opelika, Alabama

ORDINANCE NO. 102-15

3
1st R
2-3-15

AN ORDINANCE TO AMEND THE *CODE OF ORDINANCES* OF THE CITY OF
OPELIKA, ALABAMA BY ADDING A NEW SECTION 17.6.1,
REPEALING SUBSECTIONS (2) AND (3) OF SECTION 16-404, AND
AMENDING SECTIONS 16-405 AND 16-406

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

Section 1. That Chapter 17 of the *Code of Ordinances* of the City of Opelika, Alabama,
is hereby amended by adding a new Section to be numbered 17.6.1 to read as follows:

Sec. 17.6.1 Administrative Adjudication and Determination of Parking Disputes.

(a) *Adjudication by magistrates.* Parking offense disputes shall be administratively
adjudicated by magistrates in accordance with state law or rule.

(b) *Authority to dismiss charges and impose or waive fines.* After such hearing, the
magistrates shall be authorized and shall have the discretion to summarily dismiss any
charged parking offense when no probable cause is found for the charge or when
reasonable excuse or justification for the offense is shown. When fines are imposed, the
magistrate is authorized to impose only the fines provided in Section 16-404.

(c) *Maintenance of ticket list.* The court magistrates shall maintain a list of all tickets by
number which were summarily dismissed with a brief notation of the reasons for such
disposition. Copies of such list shall be forwarded monthly to the presiding municipal
judge.

(d) *Proceedings to be informal.* Proceedings before the magistrate shall be conducted
informally. Although due process shall be afforded each person requesting an
administrative adjudication, strict rules of evidence shall not apply.

(e) *Appeal of magistrate's decision.* Any defendant aggrieved by the magistrate's
decision may appeal as provided by state law or rule.

(f) *Prima facie presumption.* The presence of an unattended automobile or other motor
vehicle parked in violation of the *Code of Ordinances* shall raise a prima facie
presumption that the registered owner of the automobile or other motor vehicle
committed or authorized the parking violation and the burden of proof shall be upon the
registered owner to show otherwise.

Section 2. That Subsections (2) and (3) of Section 16-404 of the *Code of Ordinances* are
hereby repealed. The remaining provisions of Section 16-404 (1) shall remain in full force and
effect.

Section 3. That Section 16-405 of the *Code of Ordinances* is hereby amended to read as
follows:

Sec. 16-405. Payment of Fine; Adjudication by Magistrate.

(a) *Payment of fine.*

Any person who receives a summons and notice stating that a vehicle has been parked in
violation of article XIV of this chapter may within fourteen (14) days of the issuance of
the summons and notice:

(1) Appear in person at the office of the municipal court clerk and pay to the clerk or any
magistrate the fine stated in Section 16-404; or

(2) Mail the notice and the amount of the fine stated in Section 16-404 to the municipal
court clerk.

The municipal court clerk and court magistrates are authorized to accept fines and adjudicate all parking offenses in cases where the party receiving the citation wishes to pay a fine without a court appearance. Remittance of the fine stated in Section 16-404 shall constitute a guilty plea and waiver of trial. There are no court costs for uncontested parking cases, provided the full amount of the fine stated in Section 16-404 is paid within fourteen (14) days of the issuance of the summons and notice.

(b) Adjudication by Magistrate.

The court magistrates are authorized to administratively process all municipal parking offenses wherein a dispute arises. Any person who receives a notice of a parking violation may contest the same by submitting a request for an adjudicative hearing, in writing, within fourteen (14) days after receiving the notice. Upon receipt of a timely request, the municipal court clerk shall notify the person of the date and time of the hearing on adjudication. The adjudicative hearing shall be held by a municipal court magistrate. Court costs of \$25.00 shall be taxed for each contested disposition of a parking offense defined in this article upon conviction. A person who is found guilty after an administrative hearing shall pay the fine stated in Section 16-404 and costs within fourteen (14) days after the magistrate's decision. Within fourteen (14) days from any administrative decision of a contested case, a defendant may appeal such decision to the circuit court for a trial de novo in the same manner as other appeals from the municipal court. If a person fails to pay the proper fine or pays an insufficient amount, the municipal judge shall issue a supplemental summons in accordance with the provisions of Section 16-406.

Section 4. Section 16-406 of the *Code of Ordinances* is hereby amended to read as follows:

Sec. 16-406. Failure to Comply with Stopping, Standing or Parking Citation.

If a person who receives a notice of parking violation does not appear in response to a citation within a period of fourteen (14) days, the municipal judge shall issue a supplemental summons advising that the defendant will be subject to arrest for contempt for again failing to appear. If the defendant fails to appear on the supplemental summons, the municipal judge shall issue a warrant for the arrest of the defendant, and if found in contempt, the defendant may be fined \$50.00 and placed in jail for up to five (5) days. If the defendant appears and a fine is imposed at the hearing, but the defendant fails to pay the fine, the municipal judge may issue a warrant for the arrest of the defendant under Rule 26.11 of the *Alabama Rules for Criminal Procedure*. The municipal judge may reduce the fine to an amount the defendant is able to pay; order the defendant's employer to withhold payments from wages to pay fines; or, subject to the limitations of Rule 26.11(i), place the defendant in jail until the fine is paid or no longer than one (1) day for each \$15.00 of the fine. As an alternative to Rule 26.11, the municipal judge may issue a warrant for arrest of the defendant for contempt, and, if found in contempt, the defendant may be fined \$50.00 and placed in jail for up to five (5) days.

Section 5. **Repealer Clause.** All former ordinances or parts thereof conflicting with this Ordinance or the sections hereby adopted are repealed to the extent they are in conflict. All remaining portions of said Ordinance shall remain in full force and effect.

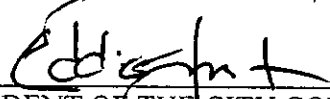
Section 6. **Severability Clause.** If any section, subsection, clause, or portion of this ordinance is held to be invalid or unconstitutional by any court of valid jurisdiction, said section shall not effect any other section, subsection, provision, or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 7. **Construction.** If any section, paragraph, sentence or word of this Ordinance or any section hereby adopted are declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this Ordinance independent of the elimination therefrom of such portion that may be declared invalid.

Section 8. **Effective Date.** This ordinance and the section adopted shall become effective and enforced immediately upon its passage and publication as required by law.

Section 9. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the 17th day of February, 2015.



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

ATTEST: 

CITY CLERK

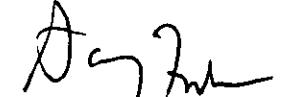
TRANSMITTED TO MAYOR on this the 18th day of February, 2015.



CITY CLERK

ACTION BY MAYOR

APPROVED this the 18th day of February, 2015.



MAYOR

ATTEST: 

CITY CLERK

CITY OF OPELIKA

P. O. Box 390
Opelika, Alabama 36803

Certification of advertising:

I, Robert G. Shuman, City Clerk of the City of Opelika, Alabama, do hereby certify that

Ordinance number 102-15 was adopted and approved on 2-17-15

and published in the:

 Opelika - Auburn News

✓ Opelika Observer

a newspaper of general circulation in the City of Opelika, Alabama one (1) time on

the 20th day of February, 2015.

Dated this the 20th day of February, 2015.



R. G. Shuman, CMC
City Clerk – Treasurer
Opelika, Alabama

ORDINANCE NO. 103-15ORDINANCE AUTHORIZING THE DISPOSITION OF REAL PROPERTY
LOCATED AT 10962 LEE ROAD 0279

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 is no longer needed for public or municipal purposes, to-wit:

Lots 1 and 2 of Block B of Beulah Estates, of record in Town Plat Book 7 at Page 114 in the Office of the Judge of Probate of Lee County, Alabama. The property address is 10962 Lee Road 0279.

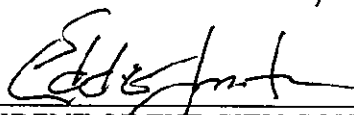
Section 2. That the Mayor and the Purchasing-Revenue Manager are hereby authorized and directed to dispose of the property described in Section 1 above by listing said property with a licensed real estate broker. The City Council shall have the authority to reject any offers when, in its opinion, it deems the offer to be less than adequate consideration for the property.

Section 3. That the Mayor is hereby authorized and directed to execute an appropriate listing agreement in the name and on behalf of the City.

Section 4. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 5. 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 17th day of February, 2015.



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

ATTEST:



CITY CLERK

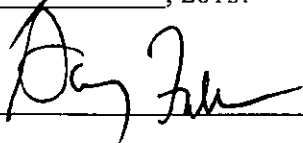
TRANSMITTED TO MAYOR this the 18th day of February, 2015.



CITY CLERK

ACTION BY MAYOR

APPROVED this the 18th day of February, 2015.



MAYOR

ATTEST:



CITY CLERK

CITY OF OPELIKA

P. O. Box 390
Opelika, Alabama 36803

Certification of advertising:

I, Robert G. Shuman, City Clerk of the City of Opelika, Alabama, do hereby certify that

Ordinance number 103-15 was adopted and approved on 2-17-15

and published in the:

 Opelika - Auburn News

 ✓ Opelika Observer

a newspaper of general circulation in the City of Opelika, Alabama one (1) time on

the 20th day of February, 2015.

Dated this the 20th day of February, 2015.



R. G. Shuman, CMC
City Clerk – Treasurer
Opelika, Alabama