



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
June 2, 2015
TIME: 7:00 PM

1. Call to Order
2. Roll Call
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. Invocation

The Reverend Loren Sutton provided the invocation.

4. Pledge of Allegiance

Councilman Dozier Smith T lead the Pledge of Allegiance.

5. Reading of Minutes
 1. Minutes from the 5-19-15 CM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dozier Smith T, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gray, Smith T, Canon, Smith

6. Unfinished Business
7. Remarks By the Mayor

Mayor Fuller showed everyone present the new City Limit signs stating Opelika is the 1st Gig City in Alabama.

1. Proclamation for Family Fund Day on June 6th.
Mayor Fuller presented this proclamation to Mr. Wilbert Payne in recognition of the annual Family Fun Day on June 6th.

8. Citizen Communications

Police Chief John McEachern present a letter to the City Council supporting the National Night Out event on August 4th. Chief McEachern asked the Mayor and each Council member to sign said letter. President Smith stated the City Council members would review said letter.

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

1. Request Temporary St Closure, LRCOG 2016 Mardi Gras Walk/Run, Saturday 2-06-16.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

2. Request by Mr. Sunny's Food and Gas for an Off-Pemise Beer & Wine License

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

12. Awarding of Bids

1. Bids 127-15 Traffic Signal Installation at Pepperell Parkway and Commerce Drive - Eng

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

13. Resolutions

1. Resolution 128-15 Expense Reports from Various Depts.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
2. Resolution 129-15 Designate City Personal Property Surplus & Authorize Disposal
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
3. Resolution 130-15 Holmatro Tools - Sole Source Purchase
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
4. Resolution 131-15 Sewer Refund 1626 3Rd Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
5. Resolution 132-15 Apply for the 2015 Byrne Justice Assistance Grant - OPD
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 133-15 Contract with Profesional Probation Services
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 134-15 Single Stream Recycling Agreement
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

14. Ordinances

1. Ordinance 114-15-ORD Amend City Code, Chapter 4, Humane Traps and Capture Methods in Animal Control (2Nd Reading)
RESULT: **SECOND READING AND APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
2. Ordinance 115-15-ORD Authorizing Execution of Quitclaim Deed from the City of Opelika, Alabama To Cn Opelika Hotel Partners, Inc. (1St Reading)
 Mr. Gray introduced this ordinance for a 1st Reading.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

3. Motion to suspend the rules.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

4. Ordinance 116-15-ORD Amend City Code, Chapter 5 Article XIII, Abatement Procedures (2Nd Reading)

Mr. Gray introduced this ordinance for a 1st Reading.

RESULT: FIRST READING INTRODUCED

15. Appointments

None.

16. Adjourn

1. Motion to adjourn at 7:24 PM.

The City Council meeting minutes of 6-02-15 are hereby adopted and approved this 16th day of June. 2015.

/s/ Eddie Smith

President of the City Council
City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

City Clerk - Treasurer

RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES 2015-1**

Meeting: 06/02/15 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1114

Minutes from the 5-19-15 CM.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

CITY OF OPELIKA
Minutes of City Council Meeting – May 19, 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 7:00 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 provided the invocation.

President Smith asked Ben Bryant, Nathanaiel Huggins & Marquevious Swanson Opelika High School State Track Champions, to come up front to lead the Pledge of Allegiance.

READING OF MINUTES:

Mr. Gray made the motion to approve the City Council meeting minutes of May 5, 2015 and was seconded by Mr. Smith T. 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 –

REMARKS BY THE MAYOR – Gary Fuller (absent)

Mayor Fuller was out of town on City business and President Smith handled this section of the agenda.

President Smith reminded the council members, the City's April 2015 financial report was in their agenda information for their review and/or questions. Designated item no. 2.

President Smith call on Joey Motley, City Administrator, to provide a summary of the City's April 2015 Building Inspection report. Designated item no. 3.

President Smith and the city council removed from the agenda the recognition of the YEA winner and runner up.

President Smith presented a proclamation to Jodi Fuller recognizing him as the funniest man in Opelika.

President Smith presented recognition certificates to all the members of the OHS Boys Track team for winning the 6A State Championship.

CITIZENS COMMUNICATION –

Michael Bedell, 618 Meadow Avenue, stated he was very unhappy with the paving of his street by East Alabama Paving Company. He distributed copies of his issues along with photographs to each council member. There is now a manhole problem, paving in the gutters and a 3 inch deep hole in the street. When are these problems going to be fixed and why did the City pay for such a mediocre job? Thanks for your assistance.

Oscar Penn stated he and his community was in full support of the Mayor and City Council taking action to remove dilapidated housing in his neighborhood. Mr. Coleman, the attorney for Sirco, Inc. has threatened the City should it take further action. We love our community and many of the dilapidated houses have been there for 30 years. Enough is enough, we will line up with the City as needed to do what you got to do.

Baron Coleman. Attorney in Montgomery, Al. representing Sirco, Inc., stated he wished Opelika had a better person to represent the neighborhood than Oscar Penn who has quite a rap sheet. I have visited each house on the agenda and there are hundreds of houses that are in worse condition than the Sirco properties. I don't know why Sirco is being picked on and don't expect to be treated fairly. I have taped phone calls where permits were denied. Some time ago, I asked for a list of items that needed to be fixed on the Sirco property and just got the list yesterday. I will continue to appeal the demolition of Sirco properties. Some court will look at this and say this is not right.

Councilman Gray stated that Mr. Penn is not the only person passionate about cleaning up our neighborhood and he is not alone. We want Sirco to rehab the houses but, this has been going on for years with nothing being done. I do not appreciate you publicly stomping on Mr. Penn's background.

Ms. Jones called for the close of comments. President Smith advised Coleman he was out of time.

Attachment: CM 6-02-15, minutes from 5-19-15 CM, 5-27-15 (2015-1 : Minutes from the 5-19-15 CM.)

REPORT OF DISBURSEMENTS – none.

COMMITTEE REPORTS – none.

GENERAL BUSINESS –

Bob Shuman, City Clerk, presented a request from the P&R Board for a fireworks permit for the July 4th celebration. Designated item no. 4. Mr. Smith T made the motion to approve with a second provided by Ms. Jones. The following vote was recorded:

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

Mr. Shuman presented a request for a temporary street closure for the annual Run to Read event on 10-24-15. Designated item no. 5. Mr. Canon made the motion to approve with a second provided by Mr. Smith T. The following vote was recorded:

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

Mr. Shuman presented a request for a temporary street closure for the annual City Memorial Day Service on 5-25-15. Designated item no. 6. Ms. Jones made the motion to approve with a second provided by Mr. Gray. The following vote was recorded:

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

Mr. Shuman presented a request for a temporary closure of parking places on North Railroad Avenue on 6-5-15. Designated item no. 7. Mr. Smith T made the motion to approve with a second provided by Mr. Gray. The following vote was recorded:

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

AWARDING OF BIDS – Lillie Finley

RESOLUTION NO. 109-15

Street & intersection improvements at 2nd Avenue and North 6th Street. Designated item no. 8. 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

RESOLUTIONS – Guy Gunter.

TABLED RESOLUTION – demolition at 303 Byrd Avenue.

Mr. Canon made the motion to remove said resolution from the Table and was seconded by Mr. Smith T. The following vote was recorded:

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

Then Mr. Canon made the motion to removed said resolution from the agenda and was seconded by Mr. Smith T. The following vote was recorded:

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

TABLED RESOLUTION – demolition at 122 & 124 Plum Avenue and 18 & 20 Easy Street.

Mr. Gray made the motion to remove said resolution from the Table and was seconded by Mr. Smith T. The following vote was recorded:

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

Then Mr. Canon made the motion to removed said resolution from the agenda and was seconded by Mr. Smith T. The following vote was recorded:

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

TABLED RESOLUTION – demolition at 410 Raintree Street.

Mr. Canon made the motion to remove said resolution from the Table and was seconded by Mr. Smith T. The following vote was recorded:

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

Then Mr. Smith T made the motion to removed said resolution from the agenda and was seconded by Mr. Gray. The following vote was recorded:

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

TABLED RESOLUTION – demolition at 418 Raintree Street.

Mr. Canon made the motion to remove said resolution from the Table and was seconded by Mr. Smith T. The following vote was recorded:

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

Then Mr. Smith T made the motion to removed said resolution from the agenda and was seconded by Mr. Gray. The following vote was recorded:

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

TABLED RESOLUTION – demolition at 1701 Old Columbus Road.

Mr. Canon made the motion to remove said resolution from the Table and was seconded by Mr. Smith T. The following vote was recorded:

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

Then Mr. Smith T made the motion to removed said resolution from the agenda and was seconded by Mr. Canon. The following vote was recorded:

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

RESOLUTION NO. 110-15

Expense reports from various departments. Designated item no. 9. 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. 111-15

Designate City personal property surplus & authorize disposal. Designated item no. 10. Mr. Canon 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. 112-15

An emergency repair of a SW truck no. 844. Designated item no. 11. Mr. Smith T made a 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 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. 113-15

A sole source purchase, OPS underground cable. Designated item no. 12. Mr. Canon 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. 114-15

A temporary position for an Economic Development intern. Designated item no. 13. 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. 115-15

An agreement with Electronic Clearinghouse for the OPS department. Designated item no. 14. Mr. Gray 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. 116-15

An agreement with National Information Solutions Cooperative, First Data Merchant Services Corp. and Intuit Inc. for the OPS department. Designated item no. 15. Mr. Canon 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. 117-15

Proposal from Eministation, LLC for fiber sales services for the OPS department. Designated item no. 16. 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

RESOLUTION NO. 118-15

Employee contract with Derek Lee of the OPS department. Designated item no. 17. 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. 119-15

Agreement for installation of a traffic signal & maintenance with ALDOT – Engineering department. Designated item no. 18. Mr. Gray 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. 120-15

Installation of traffic control signal at the intersection of Fox Run Parkway and Jeter Street – Engineering department. Designated item no. 19. Mr. Canon 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. 121-15

Amend resolution no. 035-15 allocating additional funds to reimburse ALDOT for the installation of a traffic control signal at US280/US431 and South Uniroyal Road – Engineering department. Designated item no. 20. Mr. Canon 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. 122-15

Agreement with Building & Earth to provide construction testing services – Engineering department. Designated item no. 21. Ms. Jones 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. 123-15

Annual appropriation contract with American Red Cross. Designated item no. 22. 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. 124-15

A special appropriation to GEMS Empowered in support of the Juneteenth Celebration. Designated item no. 23. 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 –

The following ordinances are on this agenda for a Second Reading.

ORDINANCE NO. 112-15

To amend the City Code of Ordinances, Chapter 16, add Article IX, skateboard, roller skates, coasters, etc. Designated item no. 24. Mr. Smith T made the motion to approve said ordinance and was seconded by Mr. Gray. 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. 113-15

To annex the Gallahan property at 1070 Lee Road 389. Designated item no. 25. Mr. Canon made the motion to approve said ordinance 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.

The following ordinance is on this agenda for a First Reading.

- Amend the City Code, Chapter 4, Humane Traps and Capture Methods for Animal Control. Mr. Smith T introduced.

APPOINTMENTS –

1. To appoint Chuck Wacker to the Alabama Electric Election Committee. Mr. Canon made the motion to approve and was seconded by Mr. Smith T. The following vote was recorded:

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

2. To reappoint Bill Parker to the Indian Pines Recreation Authority. Mr. Smith T made the motion to approve and was seconded by Mr. Gray. The following vote was recorded:

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

ADJOURN –
At approximately 7:58 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 _____ day of _____, 2015.

President of the City Council
City of Opelika, Alabama

ATTEST:

R.G. “Bob” Shuman, CMC
City Clerk – Treasurer

Attachment: CM 6-02-15, minutes from 5-19-15 CM, 5-27-15 (2015-1 : Minutes from the 5-19-15 CM.)



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“ REGULAR MEETING MINUTES “
 204 South 7th Street
May 19, 2015
TIME: 7:00 PM

1. Call to Order
2. Roll Call
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. Invocation

President Smith provided the invocation.

4. Pledge of Allegiance
 1. Ben Bryant, Nathanaiel Huggins & Marquevious Swanson, OHS State Track Champions.
5. Reading of Minutes
 1. Council Minutes for 5-05-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray

6. Unfinished Business
7. Remarks By the Mayor

Mayor Fuller was out of town on City business.

1. Financial Report - April 2015
 President Smith reminded the city council members that the City's financial report for April 2015 was in their agenda information for their review and/or questions.
2. Building Permit Detail Report - April, 2015
 President Smith called on Joey Motley, City Administrator to present the City's Building Inspection report for April 2105.
3. YTD & Monthly Council Report - April, 2015
 Joey Motley presented the YTD & Monthly Building Inspection report for April 2015.
4. Recognition of YEA winner and runner up.
 The recognition of the YEA winner and runner was pulled from this agenda.
5. Proclamation for Jodi Fuller - Funniest Man in Opelika.
 President Smith presented a prolamation to Jodi Fuller recognizing him as the funniest man in Opelika.
6. Recognize OHS Boys track team as the 6A State Champions.
 President Smith presented recognition certificates to all the members of the OHS Boys Track Team for winning the 6A State Championship.
8. Citizen Communications

Michael Bedell, 618 Meadow Avenue, stated he was very unhappy with the paving of his street by East Alabama Paving Company. He distributed copies of his issues along with photographs to each council member. There is now a manhole problem, paving in the gutters and a 3 inch deep hole in the street. When are these problems going to be fixed and why did the City pay for such a mediocre job? Thanks for your assistance.

Oscar Penn stated he and his community was in full support of the Mayor and City Council taking action to remove dilapidated housing in his neighborhood. Mr. Coleman, the attorney for Sirco, Inc. Has threatended the City should it take further action. We love our community and many of the dilapidated houses have there for 30 years. Enough is enough, we will line up with the City as needed to do what you got to do.

Baron Coleman, attorney in Montgomery, Al. Representing Sirco, Inc., stated he wished Opelika has a better person to represent the neighborhood than Oscar Penn who has quite a rap sheet. I have visited each house on the agenda and there are hundreds of houses that are in worse condition than the Sirco properties. I don't know why Sirco is being picked on and don't expect to be treated fairly. I have taped phone calls where permits were denied. Some time ago, I asked for a list of items that needed to be fixed on the Sirco properties and just go the list yesterday. I

will continue to appeal the demolition of Sirco properties. Some court will look at this and say this is not right.

Councilman Gray stated that Mr. Penn is not the only person passionate about cleaning up our neighborhood and his is not alone. We want Sirco to rehab the houses but, this has been going on for years with nothing being done. I do not appreciate you publicly stomping on Mr. Penn's background.

Ms. Jones called for the close of comments. President Smith advised Mr. Coleman he was out of time.

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

1. City Fireworks Display, Request for Permit by P&R Board

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Councilman

SECONDER: Patricia Jones, President Pro-Tem

AYES: Smith, Canon, Smith T, Jones, Gray

2. Request Temporary St Closure, Run to Read on 10-24-15

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Councilman

SECONDER: Dozier Smith T, Councilman

AYES: Smith, Canon, Smith T, Jones, Gray

3. Request Temporary St Closure, Memorial Day Service on 5-25-15

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Councilman

AYES: Smith, Canon, Smith T, Jones, Gray

4. Request Temporary Blocking of Parking Spaces, N RR Ave. on 6-5-15

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Councilman

SECONDER: Larry Gray, Councilman

AYES: Smith, Canon, Smith T, Jones, Gray
12. Awarding of Bids

1. 2Nd Avenue and North 6Th Street Intersection Improvements B15-018 - Oral Recommendation

Resolution no. 109-15

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Councilman

SECONDER: David Canon, Councilman

AYES: Smith, Canon, Smith T, Jones, Gray
13. Resolutions

Attachment: CM minutes MT, 5-19-15 (2015-1 : Minutes from the 5-19-15 CM.)

1. Tabled, Order Demolition at 303 Byrd Avenue
RESULT: REMOVED FROM TABLE [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
2. Motion to remove from the agenda.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
3. Tabled, Order Demolition at 122 & 124 Plum and 18 & 20 Easy St
RESULT: REMOVED FROM TABLE [UNANIMOUS]
MOVER: Larry Gray, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
4. Motion to remove from the agenda.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
5. Tabled, Order Demolition at 410 Raintree St.
RESULT: REMOVED FROM TABLE [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
6. Motion to remove from the agenda.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Larry Gray, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
7. Tabled, Order Demolition at 418 Raintree Street
RESULT: REMOVED FROM TABLE [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: David Canon, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
8. Motion to remove from the agenda
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Larry Gray, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
9. Tabled, Order Demolition at 1701 Old Columbus Rd.
RESULT: REMOVED FROM TABLE [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
10. Motion to remove from the agenda
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: David Canon, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
11. Employee Expense Reports
Resolution No. 110-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Patricia Jones, President Pro-Tem
AYES: Smith, Canon, Smith T, Jones, Gray
12. Designate City Personal Property Surplus & Authorize Disposal
Resolution No. 111-15

- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Patricia Jones, President Pro-Tem
AYES: Smith, Canon, Smith T, Jones, Gray
13. Emergency Repair SW Truck #844
Resolution No. 112-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Larry Gray, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
14. Sole Source Purchase, OPS, Underground Cable
Resolution no. 113-15
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
15. Temporary Position of Economic Development Intern
Resolution no. 114-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Patricia Jones, President Pro-Tem
AYES: Smith, Canon, Smith T, Jones, Gray
16. Approving and Authorizing the Execution of a Merchant Services Application and Agreement by and Between the City of Opelika, Alabama, and Electronic Clearinghouse, Inc.
Resolution no. 115-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
17. Approving and Authorizing the Execution of Merchant Processing Applications and Agreements by and Among the City of Opelika, Alabama, National Information Solutions Cooperative, First Data Merchant Services Corporation and Intuit, Inc.
Resolution no. 116-15
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
18. Accepting Proposal With Eministration, LLC for Fiber Sales Services
Resolution no. 117-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Larry Gray, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
19. Approving Employment Contract with Derek S. Lee
Resolution no. 118-15
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Larry Gray, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
20. Authorizing Agreement for Installation And/Or Maintenance of Traffic Control Signal With the Alabama Department of Transportation
Resolution no. 119-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
21. Approving the Installation of Traffic Control Signal at the Intersection of Fox Run Parkway and Jeter Street
Resolution no. 120-15

- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
22. Amending Resolution No. 035-15, Adopted on February 3, 2015, Allocating Additional Funds to Reimburse Aldot For the Installation of Traffic Control Signal
Resolution no. 121-15
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
23. Approving Agreement Between the City of Opelika and Building & Earth to Provide Construction Testing Services to Assist in Completing Various Construction Projects for the City.
Resolution no. 122-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
24. Annual Appropriation Contract, American Red Cross
Resolution no. 123-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Patricia Jones, President Pro-Tem
AYES: Smith, Canon, Smith T, Jones, Gray
25. Special Appropriation, GEM Empowered, Juneteenth Celebration.
Resolution no. 124-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Patricia Jones, President Pro-Tem
AYES: Smith, Canon, Smith T, Jones, Gray
26. Resolution Approving Sidewalk Improvements On South Railroad Avenue in Front of City Cafe
Resolution no. 125-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: David Canon, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
27. Resolution Approving Sidewalk Improvements On South Railroad Avenue in Front of Niffer's Place
Resolution no. 126-15
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Patricia Jones, President Pro-Tem
AYES: Smith, Canon, Smith T, Jones, Gray
14. Ordinances
1. Amend City Code, Chapter 16, Add Article IX, Skateboards, Etc. (Second Reading)
Ordinance no. 112-15
RESULT: SECOND READING AND APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Councilman
SECONDER: Larry Gray, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
2. Annexation, 1070 Lee Rd 389, Gallahan Property (Second Reading)
Ordinance no. 113-15
RESULT: SECOND READING AND APPROVED [UNANIMOUS]
MOVER: David Canon, Councilman
SECONDER: Dozier Smith T, Councilman
AYES: Smith, Canon, Smith T, Jones, Gray
3. Amend City Code, Chapter 4, Humane Traps and Capture Methods in Animal Control (1St Reading)
This ordinance was introduced for a First Reading by Mr. Smith T.

RESULT: FIRST READING INTRODUCED

Next: 6/2/2015 7:00 PM

15. Appointments
1. Appoint Chuck Wacker to the Alabama Municipal Electric Election Committee. New term expires 5-31-16.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Councilman

SECONDER: Dozier Smith T, Councilman

AYES: Smith, Canon, Smith T, Jones, Gray
2. Re-appoint Bill Parker to the Indian Pines Recreation Authority. New term expires 6-07-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Councilman

SECONDER: Larry Gray, Councilman

AYES: Smith, Canon, Smith T, Jones, Gray
16. Adjourn
1. Motion to adjourn at 7:58pm

The City Council meeting minutes of 5-19-15 are hereby adopted and approved this _____ day of _____, 2015.

President of the City Council
City of Opelika, Alabama

ATTEST:

City Clerk - Treasurer

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Councilman

AYES: Smith, Canon, Smith T, Jones, Gray

Attachment: CM minutes MT, 5-19-15 (2015-1 : Minutes from the 5-19-15 CM.)

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS 2015-1**

Meeting: 06/02/15 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1111

Request Temporary St Closure, LRCOG 2016 Mardi Gras Walk/Run, Saturday 2-06-16.

RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

Shuman, Robert

From: Pinkard, Jackie <Jackie.Pinkard@adss.alabama.gov>
Sent: Tuesday, February 17, 2015 4:03 PM
To: Shuman, Robert
Subject: walk/run 2016 — ON 2/6/16
Attachments: walk.runmap.pdf

Good Afternoon Mr. Shuman:

We had a very successful Run/Walk a few weeks ago. I am requesting approval once again from the City of Opelika for the Lee-Russell 2016 Fun Run/Walk.

Below is the information you requested for this year's event. Let me know if you need anything else.

Thanks

Jackie

Name of Event: The 10th Annual Unforgettable Footsteps Mardi Gras Walk/Run

Sponsor: Lee-Russell Council of Governments

Date: February 6, 2016

Place: Opelika Municipal Park

Start & End Time: 6:30 a. m. – 10:30 a. m.

Estimated number of participants: 100

Route: map is attached; it is the same as 2015

We are requesting 10-20 safety cones from the City

Attachment: CM 6-02-15, request temp st closure, LRCOG 2016 Mardi Gras Walk Run. (2015-DOC-1 : Request Temporary St Closure, LRCOG

10th Annual Unforgettable Footsteps Mardi Gras Walk/Run

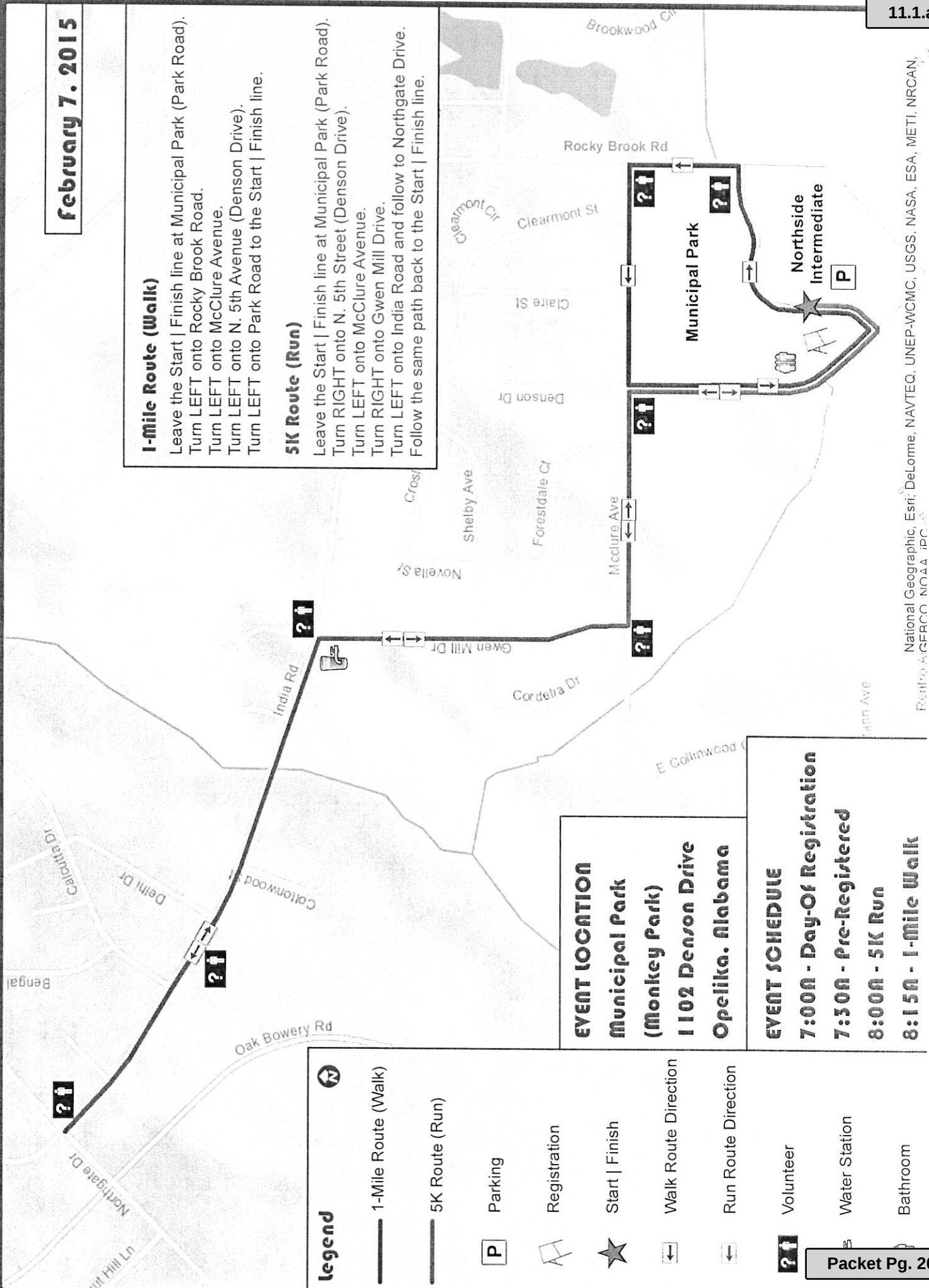
February 7, 2015

I-Mile Route (Walk)

Leave the Start | Finish line at Municipal Park (Park Road).
Turn LEFT onto Rocky Brook Road.
Turn LEFT onto McClure Avenue.
Turn LEFT onto N. 5th Avenue (Denson Drive).
Turn LEFT onto Park Road to the Start | Finish line.

5K Route (Run)

Leave the Start | Finish line at Municipal Park (Park Road).
Turn RIGHT onto N. 5th Street (Denson Drive).
Turn LEFT onto McClure Avenue.
Turn RIGHT onto Gwen Mill Drive.
Turn LEFT onto India Road and follow to Northgate Drive.
Follow the same path back to the Start | Finish line.



11.1.a

National Geographic, Esri, DeLorme, NAVTEQ, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, IPC

Attachment: CM 6-02-15, request temp st closure, LRCOG 2016 Mardi Gras Walk Run. (2015-DOC-1 : Request Temporary St Closure, LRCOG

**City Council**

204 South 7th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS 2015-2**

Meeting: 06/02/15 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Angela Norrell

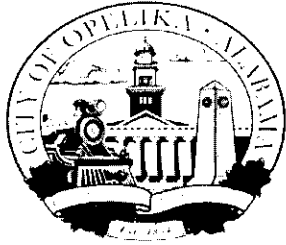
Initiator: Angela Norrell

Sponsors:

DOC ID: 1119

Request by Mr. Sunny's Food and Gas for an Off-Pemise Beer & Wine License

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

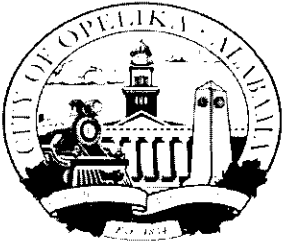


Revenue Department
City of Opelika
204 South Seventh Street
Opelika, Alabama 36801
(334) 705-5160 or (334) 705-5162
Fax: (334) 705-5163

CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

Instructions: Select the schedule of the Controlled License for which you are applying.
Check each license applicable.

- | | | |
|--|---------------|------------|
| ☐ BEER WHOLESALF | Schedule #70 | \$ 250.00 |
| ☐ WINE WHOLESALF | Schedule #71 | \$ 275.00 |
| ☐ BEER & WINE WHOLESALF | Schedule #72 | \$ 525.00 |
| ☐ LOUNGE RETAIL LIQUOR CLASS 1 | Schedule #73 | \$2,000.00 |
| ☐ RESTAURANT RETAIL LIQUOR | Schedule #74 | \$1,000.00 |
| ☐ PRIVATE CLUB LIQUOR | Schedule #75 | \$1,000.00 |
| ☒ RETAIL WINE OFF PREMISE | Schedule #76 | \$ 75.00 |
| ☐ RETAIL WINE ON PREMISE | Schedule #77 | \$ 300.00 |
| ☐ RETAIL BEER ON PREMISE | Schedule #78 | \$ 75.00 |
| ☒ RETAIL BEER OFF PREMISE | Schedule #79 | \$ 50.00 |
| ☐ LOUNGE RETAIL LIQUOR CLASS 2
(PACKAGE STORE) | Schedule #80 | \$2,250.00 |
| ☐ SPECIAL RETAIL BEER AND WINE LICENSE FOR PUBLIC AND PRIVATE GOLF COURSES. | Schedule # 81 | \$ 250.00 |
| ☐ SPECIAL EVENTS RETAIL LICENSE | Schedule # 82 | \$ 100.00 |
| ☐ BREWPUB | Schedule # 28 | \$ 750.00 |
| ☐ MANUFACTURER | Schedule # 28 | \$ 500.00 |
| ☐ DANCE HALL | Schedule #16 | \$ 110.00 |
| ☐ SPECIAL RETAIL MORE THAN 30 DAYS | Schedule #16 | \$ 250.00 |



CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

APPLICANT INFORMATION

Date of Application: 05-20-2015
 Legal Business Name: MA & INC
 Doing Business as (DBA): ~~SA~~ MR SUNNY'S FOOD & GAS
 Applicant's Name: MOHAMMED L. KHAN
 Applicant's Address: 5851 TAYLOR RD, MGMT, AL-36116
 Applicant's Phone: 770 8965342 Date of Birth: _____
 Driver License #: _____ State: GA
 Social Security Number: _____
 Business Address: 1405 GENEVA ST, OPELIKA, 368
 Mailing Address: SAME AS ABOVE
 (if different from Business Location)
 Length of time at this location: A LESS THAN MONTH
 Name of Previous Tenant: _____
 (if any)
 What other businesses will be conducted in association with the license(s) being applied for on this form?
CONVINENCE STORE
 Will alcoholic beverages be warehoused at any location other than above location? If yes, list the location below.
NO
 If this is an application for dance hall, give a description of the type of music which will be played (band, jukebox, etc.)
NO
 If this is an application for private club, have you attached the required Articles of Incorporation and a list of the 150 paid-up members?
NO



CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

OWNERSHIP AND MANAGEMENT INFORMATION

Furnish the name, title, date of birth, current residence address and length of time living there for managers, partners of a partnership or members of an association, or all officers and directors of a corporation:

NAME	TITLE	BIRTH DATE	Citizen Yes/No	CURRENT RESIDENCE ADDRESS	How Long?
MOHAUMED KHAN LUTFUL KABIR	OWNER	01-03-67	Yes	5851 TAYLOR RD MGMNT, AL-36116	3 YRS

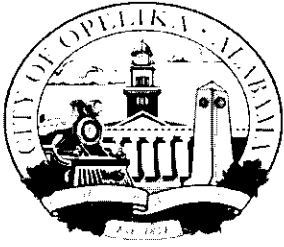
Are all of the above U.S. Citizens? ☒ Yes ☐ No. If no, list name and give alien status:

List the previous address of any of the above-listed persons who have not resided at their current residence address for at least five years: *(Must go back five years).*

10505 WATERS RIDGE DR, ALPHARETTA, GA-3062
8 YEARS

Has the applicant, whether an individual, partner, or association member or officer and/or directors of a corporation ever been refused a federal, state or local permit or license or had permit or license revoked for the sale of alcoholic beverages?

☐ Yes ☒ No. If yes, give details:



CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

AFFIRMATION OF STATEMENTS

The applicant hereby agrees, if the controlled license is issued, to comply with and fully observe all provisions of the CODE OF ORDINANCES OF THE CITY OF OPELIKA, and all the laws of the State of Alabama pertaining to a business of this type. The applicant further agrees, if the Controlled License is issued, to obey all rules and regulations promulgated by the Alabama Alcoholic Beverage Control Board, if applicable. The applicant understands that should he/she or it violate any of the provisions of any the laws of the State of Alabama, or any of the ordinances of the City of Opelika, Alabama, his/her or its license shall be subject to revocation. The applicant further understands that any application submitted which is incomplete or that contains false or inaccurate information shall be rejected and the processing of the application stopped. The applicant further understands that as a licensee, he/she or it will be held responsible for the actions and conduct of employees under their supervision while performing duties for him/her.

The applicant hereby agrees to release or provide all information relating to criminal convictions for use in processing and approval of this application.

The applicant for a Controlled License herein, hereby swears or affirms that he/she has read said application and all statements herein, and that facts set forth herein, are true and correct.

SIGNATURE OF APPLICANT

(Please initial each page to indicate that you have completed all information.)

Sworn to and subscribed before me on this the 20 day of MAY, 20 15.

NOTARY PUBLIC

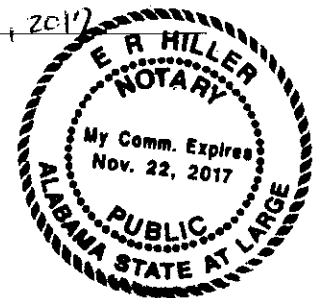
SEAL

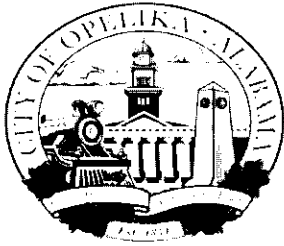
Commission expires: Nov 22, 2017

FINAL INSTRUCTIONS:

Attach the following (where applicable):

- ☐ Form #0653 Site Plan Review
- ☐ Form #0652 License Requirements Verification
- ☐ A site plan and floor plan showing the following:
 - All rooms and their dimensions
 - Use of each room,
 - All exits
 - Fire extinguisher locations
 - Rest room/s
 - Parking with number and size of spaces identified.
- ☐ Certified Record of Criminal Convictions
- ☐ Articles of Incorporation (for private club only)
- ☐ List of paid members (for private club only)





CONTROLLED LICENSE APPLICATION - ALCOHOL BEVERAGE

CONVICTION INFORMATION

List your complete conviction record below, including convictions for driving while intoxicated: List CONVICTIONS of the Applicant, Partners or Association Members, Officers or Directors of the Corporation, whether they occurred in this city or any other jurisdiction. Exclude minor traffic violations. Attach background checks for each.

- ☒ I do not have any convictions according to the above instructions.
- ☐ I do have convictions as follows:

NAME	CONVICTION	DATE	LOCATION/JURISDICTION

NOTE: You must list all CONVICTIONS for your application to receive consideration by the City Council. Failure to do so may result in your application being denied for consideration.

You may list any comments concerning the above CONVICTION(S) if you desire.

I hereby affirm that I have attached a certified copy of the police arrest record which details ALL CONVICTIONS as per the above instructions. I understand that unless I furnish said required certified documentation, my application may be refused for consideration by the City Council as an incomplete application.

SIGNED

DATE

5/20/15

Response Info

XXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXX

TCN:8121500257

NAME:KHAN,MOHAMMED LUTFUL

SOC:509983505

ABI RESULT IDENT

SID:AL02549345

TCN:8121500257

SID:AL02549345

02-13-2015 15:39 ALLEA0049

*ATN/TCN8121500257

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02549345 *

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 02-13-2015 *

*NAME STATE ID NO. FBI ID NO. *

*KHAN,MOHAMMED L AL02549345 *

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *

*M A 01-03-1967 508 120 BLU BLK BL *

*SOCIAL SECURITY SCARS-MARKS-TATTOOS *

*509983505 *

*ALIAS NAMES *

* KHAN,MOHAMMED *

* KHAN,MOHAMMED LUTFUL *

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *

* * *

*LAST PAGE ON SID AL02549345 *

SEQ # 1575 MRI # 41615289

CERTIFIED COPY
OF
ABI DOCUMENT

ALABAMA ABC ENFORCEMENT - R #4

Attachment: OFF PREMISE ALCOHOLIC BEVERAGE WINE & BEER LICENSE-COUNCIL PKT (2015-DOC-2 : Request by Mr. Sunny's Food and

TO BE COMPLETED BY CITY OFFICIALS (IN ORDER PRESENTED)

- 1) LEE COUNTY HEALTH DEPARTMENT PERMIT NUMBER _____

Martha E. Wright 5/21/15
LICENSE AND TAX EXAMINER/DATE

- 2) I HAVE REVIEWED THE PLANS AND/OR INSPECTED THE PREMISES AND CERTIFY THAT ALL APPLICABLE BUILDING AND ZONING CODES HAVE BEEN COMPLIED WITH AND THAT THE FOLLOWING INFORMATION IS ACCURATE:

- A. FLOOR SPACE OF CUSTOMER AREA 2542
B. ZONING DISTRICT C-2
C. MAXIMUM OCCUPANCY 60
D. PARKING REQUIREMENT Meets zoning Ordinance Parking Stall

I FURTHER CERTIFY THAT BUILDINGS NOT YET COMPLETED WILL MEET ALL APPLICABLE BUILDING AND ZONING CODES BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED.

COMMENTS: _____

David E. Kelly 5/21/15
ZONING ADMINISTRATOR / DATE

David E. Kelly 5/21/15
BUILDING OFFICIAL / DATE

- 3) ENGINEERING DEPARTMENT HAS INSPECTED THE PLANS AND/OR PREMISES AND CERTIES THAT ALL PROVISIONS OF THE CITY CODE APPLICABLE TO ENGINEERING HAVE BEEN SATISFIED.

David E. Kelly 5/21/15
ENGINEERING OFFICIAL / DATE

- 4) I HAVE INSPECTED THE PLANS AND/OR PREMISES AND CERTIES THAT ALL PROVISIONS OF THE APPLICABLE FIRE SAFETY CODES HAVE BEEN SATISFIED. I ALSO CERTIFY THAT ANY BUILDING NOT YET COMPLETED WILL BE INSPECTED IN ORDER TO ASSURE COMPLIANCE PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY.

David E. Kelly 5-21-15
FIRE INSPECTOR / DATE

- 5) THE POLICE DEPARTMENT HAS PERFORMED ALL REQUIRED BACKGROUND CHECKS AND HAS ATTACHED ANY REPORTS RECEIVED
COMMENTS: _____

John H. McElroy 05/21/2015
POLICE CHIEF / DATE

- 6) I HAVE REVIEWD THIS APPLICATION AND FIND THAT IT IS COMPLETE AND THAT ALL INSPECTIONS AND CERTIFICATIONS HAVE BEEN PERFORMED AND THAT THIS APPLICATION IS READY TO PRESENT TO THE COUNCIL.

David E. Kelly
PURCHASING/REVENUE MANAGER / DATE

- 7) () APPROVED () DISAPPROVED BY CITY COUNCIL ON _____

CITY CLERK / DATE



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150514134629048



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: MR SUNNYS FOOD AND GAS Filing Fee: \$100.00

Applicant: MAQ INC Transfer Fee:

Location Address: 1405 GENEVA STREET OPELIKA, AL 36801

Mailing Address: 1405 GENEVA STREET OPELIKA, AL 36801

County: LEE Tobacco sales: YES Tobacco Vending Machines: 0

Type Ownership: CORPORATION

Book, Page, or Document info: BK 1307 PG 353

Date Incorporated: 02/13/2015 State incorporated: AL County Incorporated: LEE

Date of Authority: 05/01/2015 Alabama State Sales Tax ID: R009076767

Name: Title: Date and Place of Birth: Residence Address:

MOHAMMED LUTFULKABIR KHAN 054090335 - GA	OWNER	01/03/1967 BANGLADESH	5851 TAYLOR ROAD MONTGOMERY, AL 36116

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MOHANNED KHAN

Business Phone: 404-936-0007

Fax:

Home Phone: 770-896-5342

Cell Phone:

E-mail: LUTFUL1000@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: MR SUNNYS FOOD AND GAS

Applicant: GENEVA ENTERPRISE INC

Previous License Number(s)

License 1: 010238441

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150514134629048



If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: LAKE MARTIN INC 334-737-1004
 What is lessors primary business? REAL ESTATE
 Is lessor involved in any way with the alcoholic beverage business? N/A
 Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO
 Is the business used to habitually and principally provide food to the public? NO
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 2000 Display Square Footage:
 Building seating capacity: 0 Does Licensed premises include a patio area? NO
 License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
 Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: **Violation & Date:** **Arresting Agency:** **Disposition:**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150514134629048

**Initial each**

☐ *ML*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ *ML*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ *ML*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ *ML*

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ *ML*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ *ML*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ *ML*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ *ML*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ *ML*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Mohammed Khan*

Signature of Applicant: *Mohammed Khan*

Notary Name (print): *Alison C Brewer*

Notary Signature: *Alison C Brewer*

Commission expires: *3/19*

Application Taken: *5/13/15* App. Inv. Completed: *5/13/15*

Submitted to Local Government: *5/13/15*

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20150514134629048**
 Application Payment Confirmation Number: **17142968**

Payment Summary	
Payment Item	Fee
Application Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

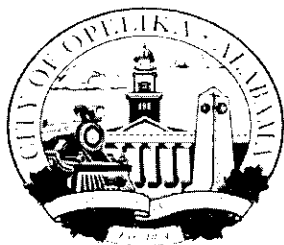
Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
050 - RETAIL BEER (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
 License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
 License County: LEE
 Business Type: CORPORATION
 Trade Name: **MR SUNNYS FOOD AND GAS**
 Applicant Name: **MAQ INC**
 Location Address: 1405 GENEVA STREET
 OPELIKA, AL 36801
 Mailing Address: 1405 GENEVA STREET
 OPELIKA, AL 36801
 Contact Person: MOHANNED KHAN
 Contact Home Phone: 770-896-5342
 Contact Business Phone: 404-936-0007
 Contact Fax:
 Contact Cell Phone:
 Contact Email Address:
 Contact Web Address:



Revenue Department
City of Opelika
204 South Seventh Street
Opelika, Alabama 36801
(334) 705-5160
Fax: (334) 705-5163

Business Name: Mr. Sunny Food & Gas

Physical location: 1405 Geneva St
 OPELIKA, AL 36804

Approved for: AB RETAIL BEER OFF PREMISE
 AB RETAIL WINE OFF PREMISE

Approved by Opelika City Council on: _____

 Opelika City Clerk

 Dated



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 127-15

Meeting: 06/02/15 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1115 A

Traffic Signal Installation at Pepperell Parkway and Commerce Drive - Eng

WHEREAS, the Purchasing Department solicited sealed bids for a contract for Traffic Signal Installation at Pepperell Parkway and Commerce Drive for the Engineering Department of the City of Opelika; and

WHEREAS, Temple Electric Co., Inc. was the lowest bidder meeting specifications; and

WHEREAS, this is a budgeted contract from the 2011 Road Construction Fund; and

WHEREAS, the City of Auburn shall reimburse the City of Opelika for fifty percent (50%) for the total actual cost of installation of the new traffic signal, including labor, equipment, materials and indirect costs, if any;

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

1. That the bid be awarded to Temple Electric Co., Inc. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Temple Electric Co., Inc. in the amount of \$110,520.00 for Traffic Signal Installation at Pepperell Parkway and Commerce Drive.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the ____ day of _____ 2015.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Canon, Council Member
SECONDER:	Patricia Jones, President Pro-Tem
AYES:	Jones, Gray, Smith T, Canon, Smith

FACT SHEET

SUBJECT: Sealed Bid #B15-019 – We are asking the Council to approve a contract for Traffic Signal Installation at Pepperell Parkway and Commerce Drive

FACTS:

- Bid opening date – 5/26/15
- User department – Engineering
- The bid was mailed to 13 vendors
- 3 bids received
- Temple Electric Co., Inc. submitted the lowest bid meeting specifications
- Budgeted contract from 2011 Road Construction Fund
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the bid be awarded to Temple Electric Co., Inc. on their low bid meeting specifications in the amount of \$110,520.00**

Item#	Description	Qty	Unit	Temple Electric		Stone and Son		Stone and Son	
				Unit Price	Bid Amnt	Unit Price	Bid Amnt	Unit Price	Bid Amnt
730C000	Furnishing and Installing Traffic Control Unit	1	LUMP	\$ 17,500.00	\$ 17,500.00	\$ 12,250.00	\$ 12,250.00	\$ 20,634.32	\$ 20,634.32
730E000	Metal traffic signal pole foundation	3	EA	\$ 2,200.00	\$ 6,600.00	\$ 4,201.00	\$ 12,603.00	\$ 2,260.35	\$ 6,781.05
730F000	Metal Traffic signal pole arm with 25ft mast arm assembly	1	EA	\$ 9,600.00	\$ 9,600.00	\$ 11,199.00	\$ 11,199.00	\$ 15,330.96	\$ 15,330.96
730F001	Metal Traffic signal pole arm with 30ft mast arm assembly	1	EA	\$ 10,100.00	\$ 10,100.00	\$ 11,665.00	\$ 11,665.00	\$ 15,379.99	\$ 15,379.99
730F002	Metal Traffic signal pole arm with 36ft mast arm assembly	1	EA	\$ 11,300.00	\$ 11,300.00	\$ 12,990.00	\$ 12,990.00	\$ 15,777.49	\$ 15,777.49
730G001	Metal Traffic Signal Strain Pole (service pedestal)	1	EA	\$ 700.00	\$ 700.00	\$ 2,750.00	\$ 2,750.00	\$ 2,684.89	\$ 2,684.89
730K000	Traffic Signal Junction Box	2	EA	\$ 275.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 323.39	\$ 646.78
730L002	1" Metallic Conduit	75	LF	\$ 7.00	\$ 525.00	\$ 9.36	\$ 702.00	\$ 10.14	\$ 760.50
730L005	2" Non-Metallic Conduit	385	LF	\$ 7.00	\$ 2,695.00	\$ 4.50	\$ 1,732.50	\$ 9.21	\$ 3,545.85
730P022	Vehicular Signal Head 12", 3-section, Type LED	5	EA	\$ 735.00	\$ 3,675.00	\$ 803.50	\$ 4,017.50	\$ 683.79	\$ 3,418.95
730P024	Vehicular Signal Head 12", 5-section, Type LED	1	EA	\$ 1,175.00	\$ 1,175.00	\$ 1,391.00	\$ 1,391.00	\$ 1,313.26	\$ 1,313.26
730R022	Controller Assembly, TYPE III, 8-Phase	1	EA	\$ 24,100.00	\$ 24,100.00	\$ 24,589.75	\$ 24,589.75	\$ 20,184.08	\$ 20,184.08
730U015	Video Detection System	1	LUMP	\$ 22,000.00	\$ 22,000.00	\$ 20,915.00	\$ 20,915.00	\$ 22,024.66	\$ 22,024.66
Contingency				Total	\$ 110,520.00	Total	\$ 117,704.75	Total	\$ 128,482.78

Norrell, Angela

From: Parker, Scott H
Sent: Wednesday, May 27, 2015 3:05 PM
To: Finley, Lillie
Cc: Gwin, John M; Norrell, Angela
Subject: RE: Recommendation
Attachments: Bid Tabulation.xlsx; Resolution for agreement with Auburn--030-15.pdf

Lillie

The Engineering Department recommends that Bid B15-019 for the Traffic Signal Installation: Pepperell Parkway and Commerce Drive be awarded to Temple Electric for a total bid price of \$110,520.00.

According to Resolution number 030-15 (attached), one half of the cost of this project will be reimbursed by the City of Auburn. I believe the cost of this project shall come from the 2011 Road Construction fund. Please let me know if there are any other questions or comments regarding this bid.

Thank You,

Scott Parker
City of Opelika Engineer

From: Finley, Lillie
Sent: Wednesday, May 27, 2015 11:13 AM
To: Parker, Scott H
Cc: Gwin, John M; Norrell, Angela
Subject: Recommendation

Hi Scott,

If you want the bid on 6-2 council agenda, I need your recommendation and tab sheet today.

Thanks,

Lillie

Attachment: 6-2-15 - TRAFFIC SIGNAL INSTALLATION - PEPPERELL PKWY AND COMMERCE DR B15-019 - BID PKT (127-15 : Traffic Signal

14

RESOLUTION NO. 030-15

**RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL
COOPERATIVE AGREEMENT BETWEEN THE CITY OF OPELIKA AND THE
CITY OF AUBURN FOR TRAFFIC SIGNAL INSTALLATION**

WHEREAS, the City of Opelika, Alabama, (the "City") desires to contract with the City of Auburn, Alabama, ("Auburn") for the installation and maintenance by the City of a traffic signal at the intersection of Pepperell Parkway and Commerce Drive; and

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

WHEREAS, a proposed Intergovernmental Cooperative 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 Intergovernmental Cooperative Agreement to be entered into between the City and the City of Auburn, 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.

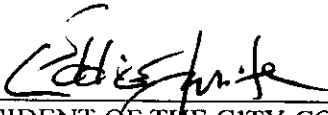
2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement and such other ancillary documents and certificates as may be necessary to carry into effect the purpose and intent of said Agreement and to carry out fully the transactions contemplated therein on behalf of the 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 this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the 3rd day of February, 2015.



PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:



CITY CLERK

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF
OPELIKA AND THE CITY OF AUBURN FOR TRAFFIC SIGNAL INSTALLATION**

THIS AGREEMENT (the "Agreement") is made and entered into this the 4th day of February, 2015, by and between the **CITY OF AUBURN, ALABAMA**, a municipal corporation (hereinafter referred to as "Auburn"), and the **CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as "Opelika").

WITNESSETH:

RECITALS

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

WHEREAS, Opelika heretofore requested Auburn's assistance for the installation of a traffic signal at the intersection of Opelika Road/Pepperell Parkway and Commerce Drive and Auburn agreed to do so; and

WHEREAS, the parties intend by this Agreement to provide and to exchange services and monetary assistance, concerning the installation, maintenance and control of said traffic signal.

AGREEMENT

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

1

TRAFFIC SIGNAL INSTALLATION

Opelika and Auburn agree to the installation of a traffic signal at the intersection of Opelika Road/Pepperell Parkway and Commerce Drive subject to the conditions hereof. The

traffic signal shall be installed to Alabama Department of Transportation ("ALDOT") standards for similar signals on state public roads. All costs for the installation for the new traffic signal, including the necessary labor, equipment and materials, shall be shared equally between Auburn and Opelika.

2

OPELIKA'S OBLIGATIONS

(a) Opelika shall be the lead agency on the installation of the traffic signal, and shall administer the project.

(b) Opelika shall be responsible for the installation of the new traffic signal and will provide the necessary labor, equipment and materials for said installation. Said installation shall be performed to ALDOT standards for similar signals on state public roads.

(c) Opelika shall be solely responsible for the inspection, maintenance and repair of the traffic signal. Maintenance shall be performed to state standards for similar signals on state public roads.

(d) Opelika shall timely review all design installation documents submitted by Auburn. Opelika shall provide comments to Auburn within fifteen (15) days after receiving documents for review from Auburn.

(e) Opelika shall apply for all permits necessary for the installation of the traffic signal.

(f) Opelika shall pay all utility costs associated with the operation of the traffic signal.

(g) Opelika agrees to indemnify, hold harmless and defend Auburn, its officials, representatives, agents, servants and employees in their official or individual capacities and/or

facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation and operation of the traffic signal and/or associated hardware.

3

AUBURN'S OBLIGATIONS

(a) Auburn shall reimburse Opelika for fifty percent (50%) for the total actual cost of installation of the new traffic signal, including labor, equipment, materials and indirect costs, if any. Opelika shall submit one invoice to Auburn upon completion of the installation of the traffic signal which Auburn agrees to pay within thirty (30) days after the date the invoice is received.

(b) Auburn will assist in the development of construction plans for the traffic signal with "in-house" personnel.

4

PROVISIONS OF GENERAL APPLICATION

(a) This Agreement shall completely and fully supersede all prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. Neither of the parties hereto shall hereafter have any rights under any such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

(b) This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

(c) This Agreement shall be recorded in the Office of the Judge of Probate of Lee County, Alabama, and shall run with the land.

(d) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective their successors and assigns.

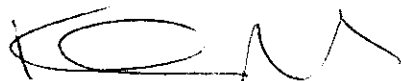
(e) This Agreement shall be governed exclusively by the laws of the State of Alabama.

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

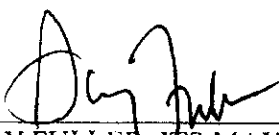
THE CITY OF AUBURN, ALABAMA

By: 
BILL HAM, JR., ITS MAYOR

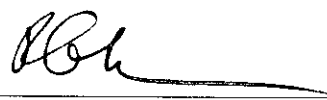
ATTEST:


F2Y CHARLES M. DUGAN, JR.,
ITS CITY MANAGER

THE CITY OF OPELIKA, ALABAMA

By: 
GARY FULLER, ITS MAYOR

ATTEST:


ROBERT G. SHUMAN.
ITS CITY CLERK 2-4-15

RESOLUTION NO. 128-15

Expense Reports from Various Depts.

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

-) 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
-----	-----	
Brian Kriel	OPS	109.25
Jon Hayes	Accounting	84.39
Patricia Jones	City Council	227.99

-) 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 ____ day of _____, 2015.

C. E. "Eddie" Smith, Jr.

President City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - City Treasurer

EXPENSE REPORT

PERIOD ENDING

5/9/2015

DEPARTMENT

OPS

NAME

Brian Kriel

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT 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	DINNER								
SUN 5/3												0.00					
MON 5/4												0.00					
TUE 5/5												0.00					
WED 5/6												0.00					
THU 5/7												0.00					
FRI 5/8	Foley, AL						109.25					109.25					
SAT 5/9												0.00					
WEEKLY CATEGORY TOTALS \$												0.00	0.00	0.00	0.00	0.00	109.25

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Conference/Training

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

OPS

Packet Pg. 47

13.1.a

Attachment: CM 6-02-15, expense reports, 5-28-15 (128-15 : Expense Reports from Various Depts.)

EXPENSE REPORT

 PERIOD ENDING 5/27/15

 DEPARTMENT Legislative

 NAME Patricia A. Jones

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

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											
MON											
TUE											
WED											
THU											
FRI											
SAT											
WEEKLY CATEGORY TOTAL \$										227.99	
WEEKLY TOTAL OF EXPENSES \$										227.99	

 NUMBER OF DAYS AWAY FROM HOME
May 16-19, 2015
 NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0
 % OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0%

 NATURE OR PURPOSE OF TRAVEL
Alabama League of Municipalities
Convention

 METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE OR ☒ MAIL TO:

 Patricia A. Jones
 1407 Harper Street
 Opelika, AL 36801

 APPROVED BY
 SIGNATURE Patricia A. Jones
 APPROVED BY Patricia A. Jones
 44B-950N • Carbonless Snap-A-Way® Forms
 ©1983 ACCO USA, Inc.

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS				ITEMIZED MISCELLANEOUS EXPENSES			
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	DATE	ITEMS	AMOUNT
5/16-19/2015			Agree To P.O. Exits Verified Footings Verified Inv. Price Eio Price Ok To Pay A/C # Verified	227.99			
ITEMIZED AUTOMOBILE EXPENSES				ITEMIZED MISCELLANEOUS EXPENSES			
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	AMOUNT					
5/16-19/2015	Total Mileage to Tuscaloosa from Opelika	227.99					
	396.50 miles @ 55¢	216.575					
	* Mileage includes handling toll from meetings/dinner + 10 from Opelika/Tuscaloosa						

WILSON JONES

WHITE - ORIGINAL

CANARY - DUPLICATE

RESOLUTION NO. 129-15

Designate City Personal Property Surplus & Authorize Disposal

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	TV Cart Metal	N/A
2.	1	Ea	TV Cart Wooden	N/A
3.	1	Ea	2005 Condor Freight Liner Automated Side Loader	87002806
4.	3	Ea	Printers	N/A
5.	3	Ea	Viewsonic Monitor	N/A
6.	1	Ea	General Dynamics Charging Dock	N/A
7.	1	Ea	Plantronics CS530	N/A
8.	1	Ea	Logitech Mouse	N/A
9.	3	Ea	Logitech Keyboard	N/A

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

APPROVED AND ADOPTED this the _____ day of _____, 2015.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. 130-15

Holmatro Tools - Sole Source Purchase

WHEREAS, the Fire Department desires to purchase Holmatro Tools; and

WHEREAS, this is a sole source purchase; and

WHEREAS, North Alabama Fire Equipment Company (NAFECO) is the sole vendor; and

WHEREAS, this is a budgeted purchase

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

1. That the purchase be awarded to North Alabama Fire Equipment Company (NAFECO)
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to North Alabama Fire Equipment Company (NAFECO) in the amount of \$24,064.68 as a sole source purchase
3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the ____ day of _____ 2015.

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman

City Clerk - Treasurer

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Fire Department

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Byron Prather

VENDOR NAFECO

PRODUCT/SERVICE Holmatro Tools

Estimated annual expenditure for the commodity or service \$ 24,064.68

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

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

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

DEPARTMENT HEAD SIGNATURE *Bryan Smith*
 DEPARTMENT/DIVISION/DATE *May 27, 2015*

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
 (SIGNATURE/DATE) *L. Kelley 5-27-15*
 DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____

May 27, 2015

To Whom It May Concern:

This letter is to certify in writing that as of this date, and until superseded in writing, NAFECO, Inc. with its principal location at:

1515 W. Moulton Street
Decatur, AL 35601

is the sole authorized Holmatro Sales and Factory Authorized Service Dealer for The State of Alabama and the Florida Panhandle Counties of:

Alachua, Baker, Bay, Bradford, Calhoun, Columbia, Dixie, Escambia, Franklin, Gadsden, Gilchrist, Gulf, Hamilton, Holmes, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Suwannee, Taylor, Union, Wakulla, Walton, Washington

Sincerely,



Tony Barboza
National Sales Manager
Holmatro, Inc.



RESOLUTION NO. 131-15

Sewer Refund 1626 3Rd Ave

Sewer Refund 1626 3rd Ave Emma Echols

Whereas, a petition by Emma Echols located at 1626 3rd Avenue, has been presented to the City of Opelika for refund of sewer service fees overpaid in the amount of \$605.05; and

Whereas, the petition has been validated by the sewer collection personnel for the City of Opelika, Alabama, and

Whereas, the amount of credit due was verified by the Opelika Utility Board,

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

- 1) That the petitioner be and the same is entitled to a refund in said amount; and
- 2) That the Public Works Director is hereby authorized to process the necessary paperwork so said refund check can be prepared.
- 3) That the Clerk of the City of Opelika is hereby authorized to refund said taxes

to the petitioner at 1626 3rd Avenue, Opelika, Alabama 36801, in the

amount of \$605.05.

APPROVED and ADOPTED this the ____ day of _____, 2015.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

1-334-498-9092

Opelika Utility Board
Account History - Detailed

13.4.a

Account: 19749

EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America

Location: 509749

1626 THIRD AVE

Refunded by Opelika Utilities

Trans. Type Service	Trans. Date	Reference Meter No.	Type / Reason Curr Reading Billed Usage	Amount	Balance
Charge	05/01/2015				
Sewer Charge			1	17.01	
Water Tax				1.12	
Water Charge				27.96	
				\$46.09	\$46.09
Payment	04/10/2015		Check		
Sewer Charge				(17.01)	
Water Tax				(1.12)	
Water Charge				(27.96)	
				\$(46.09)	\$0.00
Charge	04/01/2015				
Sewer Charge			1	17.01	
Water Tax				1.12	
Water Charge				27.96	
				\$46.09	\$46.09
Payment	03/11/2015		Check		
Sewer Charge				(17.01)	
Water Tax				(1.12)	
Water Charge				(27.96)	
				\$(46.09)	\$0.00
Charge	03/01/2015				
Sewer Charge			1	17.01	
Water Tax				1.12	
Water Charge				27.96	
				\$46.09	\$46.09
Payment	02/10/2015		Check		
Sewer Charge				(17.01)	
Water Tax				(1.12)	
Water Charge				(27.96)	
				\$(46.09)	\$0.00
Charge	02/01/2015				
Sewer Charge			1	17.01	
Water Tax				1.12	
Water Charge				27.96	
				\$46.09	\$46.09
Payment	01/14/2015		Check		
Sewer Charge				(17.01)	
Water Tax				(1.12)	
Water Charge				(27.96)	
				\$(46.09)	\$0.00
Charge	01/01/2015				
Sewer Charge			1	17.01	
Water Tax				1.12	

\$ 605.05

3 yrs

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

Account: 19749

EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America

Location: 509749

1626 THIRD AVE

Trans. Type	Trans. Date	Reference	Type / Reason		Amount	Balance
Service		Meter No.	Curr Reading	Billed Usage		
Water Charge					27.96	
					<u>\$46.09</u>	\$46.09
Payment	12/09/2014			Check		
Sewer Charge					(17.01)	
Water Tax					(1.12)	
Water Charge					<u>(27.96)</u>	
					<u>\$(46.09)</u>	\$0.00
Charge	12/01/2014					
Sewer Charge				1	17.01	
Water Tax					1.12	
Water Charge					<u>27.96</u>	
					<u>\$46.09</u>	\$46.09
Payment	11/12/2014			Check		
Sewer Charge					(17.01)	
Water Tax					(1.12)	
Water Charge					<u>(27.96)</u>	
					<u>\$(46.09)</u>	\$0.00
Charge	11/01/2014					
Sewer Charge				1	17.01	
Water Tax					1.12	
Water Charge					<u>27.96</u>	
					<u>\$46.09</u>	\$46.09
Payment	10/13/2014			Check		
Sewer Charge					(15.25)	
Water Tax					(1.12)	
Water Charge					<u>(27.96)</u>	
					<u>\$(44.33)</u>	\$0.00
Open Applied	10/01/2014	Applied Credits				
Sewer Charge(Payment Open Credit)					(1.76)	
Sewer Payment Open Credit					<u>1.76</u>	
					<u>\$0.00</u>	\$44.33
Charge	10/01/2014					
Sewer Charge				1	17.01	
Water Tax					1.12	
Water Charge					<u>27.96</u>	
					<u>\$46.09</u>	\$44.33
Payment	09/10/2014			Check		
Sewer Open Credit					(1.76)	
Sewer Charge					(17.01)	
Water Tax					(1.12)	
Water Charge					<u>(27.96)</u>	
					<u>\$(47.85)</u>	\$(1.76)
Charge	09/01/2014					
Sewer Charge				1	17.01	
Water Tax					1.12	
Water Charge					<u>27.96</u>	

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

Account: 19749

EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America

Location: 509749

1626 THIRD AVE

Trans. Type Service	Trans. Date	Reference Meter No.	Type / Reason		Amount	Balance
			Curr Reading	Billed Usage		
Payment	08/13/2014			Check	\$46.09	\$46.09
Sewer Charge					(18.77)	
Water Tax					(1.12)	
Water Charge					(27.96)	
					<u>\$(47.85)</u>	\$0.00
Charge	08/01/2014					
Sewer Charge				2	18.77	
Water Tax					1.12	
Water Charge					27.96	
					<u>\$47.85</u>	\$47.85
Payment	07/09/2014			Check		
Sewer Charge					(17.01)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					<u>\$(41.51)</u>	\$0.00
Charge	07/01/2014					
Sewer Charge				1	17.01	
Water Tax					0.94	
Water Charge					23.56	
					<u>\$41.51</u>	\$41.51
Payment	06/13/2014			Check		
Sewer Charge					(17.01)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					<u>\$(41.51)</u>	\$0.00
Charge	06/01/2014					
Sewer Charge				1	17.01	
Water Tax					0.94	
Water Charge					23.56	
					<u>\$41.51</u>	\$41.51
Payment	05/09/2014			Check		
Sewer Charge					(17.01)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					<u>\$(41.51)</u>	\$0.00
Charge	05/01/2014					
Sewer Charge				1	17.01	
Water Tax					0.94	
Water Charge					23.56	
					<u>\$41.51</u>	\$41.51
Payment	04/10/2014			Check		
Sewer Charge					(17.01)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					<u>\$(41.51)</u>	\$0.00

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

Account: 19749

EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America

Location: 509749

1626 THIRD AVE

Trans. Type Service	Trans. Date	Reference Meter No.	Type / Reason		Amount	Balance
			Curr Reading	Billed Usage		
Charge	04/01/2014					
Sewer Charge				1	17.01	
Water Tax					0.94	
Water Charge					23.56	
					\$41.51	\$41.51
Payment	03/10/2014		Check			
Sewer Charge					(15.25)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(39.75)	\$0.00
Charge	03/01/2014					
Sewer Charge					15.25	
Water Tax					0.94	
Water Charge					23.56	
					\$39.75	\$39.75
Payment	02/12/2014		Check			
Sewer Charge					(17.01)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(41.51)	\$0.00
Charge	02/01/2014					
Sewer Charge				1	17.01	
Water Tax					0.94	
Water Charge					23.56	
					\$41.51	\$41.51
Payment	01/13/2014		Check			
Sewer Charge					(17.01)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(41.51)	\$0.00
Charge	01/01/2014					
Sewer Charge				1	17.01	
Water Tax					0.94	
Water Charge					23.56	
					\$41.51	\$41.51
Payment	12/10/2013		Check			
Sewer Charge					(17.01)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(41.51)	\$0.00
Charge	12/01/2013					
Sewer Charge				1	17.01	
Water Tax					0.94	
Water Charge					23.56	
					\$41.51	\$41.51
Payment	11/13/2013		Check			

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

Account: 19749

EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America

Location: 509749

1626 THIRD AVE

Trans. Type	Trans. Date	Reference	Type / Reason	Amount	Balance
Service		Meter No.	Curr Reading Billed Usage		
Sewer Charge				(17.01)	
Water Tax				(0.94)	
Water Charge				(23.56)	
				<u>\$(41.51)</u>	\$0.00
Charge	11/01/2013				
Sewer Charge			1	17.01	
Water Tax				0.94	
Water Charge				23.56	
				<u>\$41.51</u>	\$41.51
Payment	10/11/2013		Check		
Sewer Charge				(15.25)	
Water Tax				(0.94)	
Water Charge				(23.56)	
				<u>\$(39.75)</u>	\$0.00
Charge	10/01/2013				
Sewer Charge				15.25	
Water Tax				0.94	
Water Charge				23.56	
				<u>\$39.75</u>	\$39.75
Payment	09/11/2013		Money Order		
Sewer Charge				(11.35)	
Water Tax				(0.94)	
Water Charge				(23.56)	
				<u>\$(35.85)</u>	\$0.00
Open Applied	09/01/2013	Applied Credits			
Sewer Charge(Payment Open Credit)				(5.00)	
Sewer Payment Open Credit				5.00	
				<u>\$0.00</u>	\$35.85
Charge	09/01/2013				
Sewer Charge			1	16.35	
Water Tax				0.94	
Water Charge				23.56	
				<u>\$40.85</u>	\$35.85
Payment	08/19/2013		Check		
Sewer Open Credit				(5.00)	
Water Tax				(0.94)	
Water Charge				(18.29)	
				<u>\$(24.23)</u>	\$(5.00)
Open Applied	08/01/2013	Applied Credits			
Sewer Charge(Payment Open Credit)				(18.04)	
Water Charge(Payment Open Credit)				(5.27)	
Sewer Payment Open Credit				23.31	
				<u>\$0.00</u>	\$19.23
Charge	08/01/2013				
Sewer Charge			2	18.04	
Water Tax				0.94	

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

Account: 19749EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America**Location: 509749**

1626 THIRD AVE

13.4.a

Trans. Type	Trans. Date	Reference	Type / Reason		Amount	Balance
Service		Meter No.	Curr Reading	Billed Usage		
Water Charge					23.56	
					<u>\$42.54</u>	\$19.23
Payment	07/02/2013			Cash		
Sewer Open Credit					(23.31)	
Sewer Charge					(18.04)	
Water Tax					(0.94)	
Water Charge					<u>(23.56)</u>	
					<u>\$(65.85)</u>	\$(23.31)
Charge	07/01/2013					
Sewer Charge				2	18.04	
Water Tax					0.94	
Water Charge					<u>23.56</u>	
					<u>\$42.54</u>	\$42.54
Payment	06/11/2013			Check		
Sewer Charge					(16.35)	
Water Tax					(0.94)	
Water Charge					<u>(23.56)</u>	
					<u>\$(40.85)</u>	\$0.00
Charge	06/01/2013					
Sewer Charge				1	16.35	
Water Tax					0.94	
Water Charge					<u>23.56</u>	
					<u>\$40.85</u>	\$40.85
Payment	05/10/2013			Check		
Sewer Charge					(16.35)	
Water Tax					(0.94)	
Water Charge					<u>(23.56)</u>	
					<u>\$(40.85)</u>	\$0.00
Charge	05/01/2013					
Sewer Charge				1	16.35	
Water Tax					0.94	
Water Charge					<u>23.56</u>	
					<u>\$40.85</u>	\$40.85
Payment	04/08/2013			Check		
Sewer Charge					(16.35)	
Water Tax					(0.94)	
Water Charge					<u>(23.56)</u>	
					<u>\$(40.85)</u>	\$0.00
Charge	04/01/2013					
Sewer Charge				1	16.35	
Water Tax					0.94	
Water Charge					<u>23.56</u>	
					<u>\$40.85</u>	\$40.85
Payment	03/11/2013			Check		
Sewer Charge					(16.35)	
Water Tax					(0.94)	

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

Account: 19749

EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America

Location: 509749

1626 THIRD AVE

Trans. Type	Trans. Date	Reference	Type / Reason	Amount	Balance
Service		Meter No.	Curr Reading Billed Usage		
Water Charge				(23.56)	
				<u>\$(40.85)</u>	\$0.00
Charge	03/01/2013				
Sewer Charge			1	16.35	
Water Tax				0.94	
Water Charge				<u>23.56</u>	
				<u>\$40.85</u>	\$40.85
Payment	02/22/2013		Check		
Sewer Charge				(18.04)	
Water Delinquency				(5.00)	
Water Tax				(0.94)	
Water Charge				<u>(23.56)</u>	
				<u>\$(47.54)</u>	\$0.00
Delinquency	02/20/2013	Past Due: \$42.54 - 02/20/2013			
Water Interest				<u>5.00</u>	
				<u>\$5.00</u>	\$47.54
Charge	02/01/2013				
Sewer Charge			2	18.04	
Water Tax				0.94	
Water Charge				<u>23.56</u>	
				<u>\$42.54</u>	\$42.54
Payment	01/07/2013		Cash		
Sewer Charge				(16.35)	
Water Tax				(0.94)	
Water Charge				<u>(23.56)</u>	
				<u>\$(40.85)</u>	\$0.00
Charge	01/01/2013				
Sewer Charge			1	16.35	
Water Tax				0.94	
Water Charge				<u>23.56</u>	
				<u>\$40.85</u>	\$40.85
Payment	12/14/2012		Check		
Sewer Charge				(18.04)	
Water Tax				(0.94)	
Water Charge				<u>(23.56)</u>	
				<u>\$(42.54)</u>	\$0.00
Charge	12/01/2012				
Sewer Charge			2	18.04	
Water Tax				0.94	
Water Charge				<u>23.56</u>	
				<u>\$42.54</u>	\$42.54
Payment	11/14/2012		Check		
Sewer Charge				(16.35)	
Water Tax				(0.94)	
Water Charge				<u>(23.56)</u>	
				<u>\$(40.85)</u>	\$0.00

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

Account: 19749EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America**Location: 509749**

1626 THIRD AVE

13.4.a

Trans. Type Service	Trans. Date	Reference Meter No.	Type / Reason		Amount	Balance
			Curr Reading	Billed Usage		
Charge	11/01/2012					
Sewer Charge				1	16.35 —	
Water Tax					0.94	
Water Charge					23.56	
					\$40.85	\$40.85
Payment	10/10/2012		Check			
Sewer Charge					(18.04)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(42.54)	\$0.00
Charge	10/01/2012					
Sewer Charge				2	18.04 —	
Water Tax					0.94	
Water Charge					23.56	
					\$42.54	\$42.54
Payment	09/11/2012		Cash			
Sewer Charge					(14.87)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(39.37)	\$0.00
Charge	09/01/2012					
Sewer Charge				1	14.87 —	
Water Tax					0.94	
Water Charge					23.56	
					\$39.37	\$39.37
Adjustment	08/21/2012	54899 CREDIT LATE FEE FIRST				
Water Delinquency					(5.00)	
					\$(5.00)	\$0.00
Payment	08/17/2012		Cash			
Sewer Charge					(16.41)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(40.91)	\$5.00
Delinquency	08/17/2012	Past Due: \$40.91 - 08/17/2012				
Water Interest					5.00	
					\$5.00	\$45.91
Charge	08/01/2012					
Sewer Charge				2	16.41 —	
Water Tax					0.94	
Water Charge					23.56	
					\$40.91	\$40.91
Payment	07/13/2012		Cash			
Sewer Charge					(16.41)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(40.91)	\$0.00

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

Account: 19749

EMMA ECHOLS
1626 THIRD AVE
OPELIKA, AL 36801
United States of America

Location: 509749

1626 THIRD AVE

Trans. Type Service	Trans. Date	Reference Meter No.	Type / Reason		Amount	Balance
			Curr Reading	Billed Usage		
Charge	07/01/2012					
Sewer Charge				2	16.41	
Water Tax					0.94	
Water Charge					23.56	
					\$40.91	\$40.91
Payment	06/11/2012		Check			
Sewer Charge					(16.41)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(40.91)	\$0.00
Charge	06/01/2012					
Sewer Charge				2	16.41	
Water Tax					0.94	
Water Charge					23.56	
					\$40.91	\$40.91
Payment	05/08/2012		Check			
Sewer Charge					(14.87)	
Water Tax					(0.94)	
Water Charge					(23.56)	
					\$(39.37)	\$0.00
Charge	05/01/2012					
Sewer Charge				1	14.87	
Water Tax					0.94	
Water Charge					23.56	
					\$39.37	\$39.37

Total \$605.05

Attachment: Sewer Refund Backup 1626 3rd Ave (131-15 : Sewer Refund 1626 3Rd Ave)

RESOLUTION NO. 132-15

Apply for the 2015 Byrne Justice Assistance Grant - OPD

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

WHEREAS, Each year the Administrator of this Grant changes between the City of Opelika, City of Auburn, and Lee County Sheriff's Department; and

WHEREAS, This year the City of Opelika is the Administrator of this Grant; and

WHEREAS, The total amount of the Grant Application is \$24,617.00 with each entity receiving the following amount: City of Opelika - \$8,205.68, City of Auburn - \$8,205.66, and Lee County Sheriff's Department - \$8,205.66; and

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

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

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

APPROVED and ADOPTED this the _____ day of _____ 2015.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

GMS APPLICATION NUMBER: 2015-H2615-AL-DJ

THE STATE OF ALABAMA

COUNTY OF LEE

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUBURN, CITY OF OPELIKA, AND COUNTY OF LEE, AL
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Agreement is made and entered into this 2nd day of June, 2015, by and between The County of Lee, acting by and through its governing body, the Lee County Commission, hereinafter referred to as COUNTY, the City of Auburn and the City of Opelika, hereinafter referred to as CITIES acting by and through its governing body, the City Council, both of Lee County, State of Alabama, witnesseth:

WHEREAS, this Agreement is made under the authority of Section 11-102-1 of the Code of Alabama (1975): and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing part for the services or functions under this Agreement: and

WHEREAS, the total amount of the grant application is \$24,617, the CITIES and COUNTY agrees to equally share grant funds.

WHEREAS, the City of Auburn, City of Opelika, and Lee County believe it to be in their best interests to reallocate JAG funds.

NOW, THEREFORE, the CITY OF AUBURN, the CITY OF OPELIKA, and COUNTY agree as follows:

Section 1.

The City of Opelika agrees to pay Lee County a total of \$8,205.66 and agrees to pay the City of Auburn a total of \$8,205.66 for purchases allowed within grant purposed areas.

Section 2.

The City of Opelika agrees to advertise the application and make available to the governing body and for citizens comments, for a 30-day period prior to submission to the U. S. Department of Justice, Bureau of Justice Assistance.

Section 3.

Each party in this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

GMS APPLICATION NUMBER: 2015-H2615-AL-DJ

Section 5.

The parties of the Agreement will adhere to all applicable Special Conditions of this Award, to include, but not limited to timely submission of all financial and programmatic information requests by the Awarding Agency.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF AUBURN	CITY OF OPELIKA	LEE COUNTY COMMISSION
_____	_____	_____
Mayor	Mayor	Chairman
ATTEST:	ATTEST:	ATTEST:
_____	_____	_____
City Manager	City Clerk	Administrator
 STATE OF ALABAMA	 STATE OF ALABAMA	 STATE OF ALABAMA
 COUNTY OF LEE	 COUNTY OF LEE	 COUNTY OF LEE
Sworn before me this ____day of _____, 2015.	Sworn before me this ____day of _____, 2015.	Sworn before me this ____day of _____, 2015.
_____	_____	_____
Notary Public	Notary Public	Notary Public
My commission expires:	My commission expires:	My commission expires:
_____	_____	_____

Attachment: 2015 JAG Interlocal Agreement (132-15 : Apply for the 2015 Byrne Justice Assistance Grant)

FACT SHEET

SUBJECT: Allow the Mayor to sign an application for the 2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG)

FACTS:

- The Cities of Auburn, Opelika, and Lee County participate each year in the application for a BYRNE JUSTICE ASSISTANCE GRANT.
- The three governmental agencies change each year as to who administers this grant.
- The City of Opelika is the Administrator of this year's grant application.
- The amount of this grant application is \$24,617.00 with each entity receiving the following amounts: City of Opelika - \$8,205.68, City of Auburn - \$8,205.66, and Lee County Sheriff's Department - \$8,205.66.
- Opelika Police Department plans to use the allotted award to purchase additional equipment that has not been budgeted. The final decision on the equipment has not been made, as we are still evaluating different items and their feasibility.
- The Mayor is required to sign the grant application.

RECOMMENDATIONS:

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

RESOLUTION NO. 133-15

Contract with Profesional Probation Services**RESOLUTION APPROVING AND AUTHORIZING CONTRACT WITH
PROFESSIONAL PROBATION SERVICES, INC., FOR PROBATION
SUPERVISION AND REHABILITATION SERVICES**

WHEREAS, §14-12-2, *Code of Alabama*, authorizes municipalities to provide probation services; and

WHEREAS, municipalities are expressly granted the power to enter into contracts in the furtherance of their governmental functions; and

WHEREAS, on August 1, 2012, the City of Opelika, Alabama, (the “City”) and Professional Probation Services, Inc., (“PPSI”) entered into a Contract for Probation Supervision and Rehabilitation Services, which contract is set to expire on June 30, 2015; and

WHEREAS, PPSI is qualified to provide professional probation services and is willing to enter into a renewal contract with the City to provide such services; and

WHEREAS, the Presiding Judge of the Opelika Municipal Court has notified the City Council of the Court’s desire to renew the Contract with PPSI; and

WHEREAS, a proposed Contract for Probation Supervision and Rehabilitation Services (“Contract”) between the City and PPSI has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract; and

WHEREAS, said Contract will replace the existing contract dated as of August 1, 2012.

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

Alabama, as follows:

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

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2015.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

STATE OF ALABAMA

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2015, by and between PROFESSIONAL PROBATION SERVICES, INC. (hereinafter referred to as "PPSI"), and the Mayor and Council of the City of Opelika, Alabama (hereinafter referred to as the "City"), as approved by and for the provision of services to the Municipal Court of Opelika, Alabama (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the Court and City recognize their mutual responsibilities to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of and at the request of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation and other services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City, as so requested by the Court, shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the standards and qualifications as set forth by the Advisory Council for Probation, and the Laws of the State of Alabama.
- B. Operate under the conditions as agreed to by and between PPSI and the Court, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services incorporated herein by reference for the provisions of services to offenders under the jurisdiction of the Court.

- D. Meet, maintain and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.**
- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured area, in a secure file cabinet.**
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.**
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in during the period of the Contract, which include but are not limited to, statistical reports and caseload data to assure that PPSI is providing program services and maintaining records reflective of good business practice.**
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice.**
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.**
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court.**
- K. Submit a monthly written report to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from the offender. The report shall include the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports for the previous month shall be provided to the Court and City by the end of the fifth working day of each month.**
- L. Tender all Court fines, cost and restitution ordered and collected during the previous month from the offender to the City by the end of the fifth working day of each month.**
- M. Comply with all laws regarding confidentiality of offender records.**
- N. Furnish a fidelity bond or letter of credit in the amount of not less than one million (\$1,000,000.00) dollars as surety for the satisfactory performance of the Contract.**
- O. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.**
- P. Provide and administer 'Partial Payment Fine Collections' in which PPS shall collect**

partial payments as ordered by the Court on fines, costs, and surcharges from persons not placed on Basic or Intensive probation, but rather are referred to PPS for the sole purpose of paying a fine over time. PPS shall remit to the Court said monies on a regular basis as directed by the Court Clerk, but not less than monthly with an itemized report of collections in a format approved by the Clerk. PPS shall not bill offenders any fee whatsoever for this service, but rather will invoice the City for 25% of fine monies collected from offenders ordered to said program. PPS shall not, however, retain or invoice the City or Court for a percentage of fines collected on cases sentenced to Basic or Intensive Probation Supervision as described in the Specifications for Probation Services attached hereto.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of _____, 2015, and shall continue until the ____ day of _____, 2018, provided that the Contract shall automatically renew for two additional one (1) year terms on each anniversary date of this Contract under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party within thirty (30) days prior to the date of expiration, or unless otherwise terminated as hereinafter provided.

Notwithstanding anything herein to the contrary, this Contract may be terminated at any time, by either party, with or without cause, upon ninety (90) days prior written notice of intent to terminate delivered to the non-terminating party.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the Court or City determines there are deficiencies in the service and work provided by PPSI, the Court or City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the Court or City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the

parties under this Contract, each such question shall be submitted to the Judge of the Opelika Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the District Court, or his designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein.

PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence

Professional Liability

- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any act or omission of PPSI, its employees, agents or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any County, State or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City:

As to PPSI:

John C. Cox, President
Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

DATE OF EXECUTION: _____

PROFESSIONAL PROBATION SERVICES, INC.

JOHN C. COX, PRESIDENT (SEAL)

CITY OF OPLEIKA

MAYOR

APPROVED:

CHIEF JUDGE, MUNICIPAL COURT

Attachment: PROBATION CONTACT 2015 (133-15 : Contract with Professional Probation Services.)

RESOLUTION NO. 134-15

Single Stream Recycling Agreement**RESOLUTION AUTHORIZING AGREEMENT FOR THE SUPPLY OF RECYCLABLE MATERIALS (SINGLE-STREAM) WITH PRATT RECYCLING, INC.**

WHEREAS, Pratt Recycling, Inc. (“Pratt”) is a full service recycler with a recycling facility located in Columbus, Georgia; and

WHEREAS, Pratt works with municipalities and local government entities to develop programs that effectively manage their waste stream while creating maximum land fill diversion; and

WHEREAS, the City of Opelika, Alabama (the “City”), desires to enter into an agreement with Pratt whereby the City will supply and Pratt will procure certain recyclable materials generated or produced by the City; and

WHEREAS, a proposed Agreement for the Supply of Recyclable Materials (Single-Stream) (hereinafter the “Agreement”) has been prepared and submitted to the City Council for approval; and

WHEREAS, the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Agreement to be entered into by the City and Pratt Recycling, Inc., a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City

Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2015.

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

ATTEST:

CITY CLERK

AGREEMENT FOR THE SUPPLY OF RECYCLABLE SINGLE-STREAM

THIS AGREEMENT FOR THE SUPPLY OF RECYCLED MATERIALS (this "Agreement") is made and entered into as of the 1st day of June, 2015 ("Effective Date"), by and between PRATT RECYCLING, INC., a Delaware corporation, with its principal place of business in Rockdale County, Georgia (hereinafter "Procurer"); and City of Opelika, Alabama, an Alabama municipal corporation, with its office located at 204 South 7th Street Opelika, AL 36801 (hereinafter "Supplier"). Supplier and Procurer are collectively referred to herein as the "Parties" and individually as a "Party."

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into an agreement whereby Supplier will supply, and Procurer, together with its affiliates, will procure certain recyclable materials generated or produced by Supplier, upon the terms and conditions hereinafter set out (hereinafter "Recyclable Materials");

WHEREAS, in addition to the foregoing, the parties have agreed to the other terms, conditions, rights and obligations set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall be for a period of One (1) years from the date of this Agreement ("Initial Term"). Upon expiration of the Initial term and each Renewal Term thereafter, this Agreement shall thereafter be automatically renewed for successive periods of one year each (each a "Renewal Term"), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the original term or sixty (60) days prior to expiration of a renewal term. Collectively, the Initial Term and each Renewal Term is referred to hereunder as the "Term".

2. Recyclable Materials. Supplier will supply to Procurer, and Procurer will acquire from Supplier, Supplier's mutually agreed upon Recyclable Materials as listed on Attachment A of this Agreement ("Pricing for Recyclable Materials") from Supplier's Facility under the terms and conditions of this Agreement.

(a) Supplier agrees that all Recyclable Materials shall be delivered in an automated side-loader and shall meet the specifications of that material when previously notified to Supplier by Procurer.

(b) Supplier agrees to monitor contents of this Recyclable Material and agrees to take reasonable adequate steps to ensure that the materials collected should not contain any of the following: any hazardous materials, wastes or substances; fungicides, herbicides, rodenticides or containers contaminated with such materials; chemical bags or containers that may have held or retained objectionable chemicals including, but not limited to, compounds of heavy metals of antimony, arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc; toxic carcinogenic and potentially carcinogenic materials such as dyes, formaldehyde, PCBs, or phenolic based resins, pigments, etc.; wastes or pollutants; contaminants' pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively "Excluded Wastes"); each as defined in applicable federal, state, or local laws or regulations (collectively "applicable laws"). If Excluded Wastes are present in Recyclable Materials,

Procurer Initials: _____

Supplier Initials: _____

(i) Supplier agrees, to the extent provided by applicable law and in addition to any other obligations stated herein, to indemnify, defend and hold harmless the Procurer from and against any and all claims, damages, suits, penalties, fines, remediation costs, liabilities, court cost and attorneys' fees for the collection, handling, transport or disposal of such Excluded Wastes. The parties expressly understand that title to any Excluded Waste shall at no time pass to Procurer; and that any such Excluded Waste shall remain the responsibility and liability of the Supplier.

(ii) Supplier agrees to allow Procurer to discount or reject this material due to excess contamination or moisture content, in which event Supplier shall be responsible for all costs and alternative disposal arrangements in respect of the rejected portion of such material. Procurer may also terminate this Agreement at its discretion if it determines that contamination is a consistent problem.

3. Pricing. The purchase price(s) to the Supplier for the Recyclable Materials(s) are described in Attachment A to this Agreement ("Pricing for Recyclable Materials").

4. Tonnage Requirements & Transportation. All tonnage procured under the terms of this Agreement will be delivered to Pratt Recycling at 8001 Pine Grove Way Columbus, GA 31907.

5. Indemnification. To the extent authorized by applicable law, each of the parties ("Indemnitor") shall indemnify, defend and hold the other (and its affiliate, employees and agents) ("Indemnitee") harmless against all losses, damages, claims, liabilities, and expenses (including reasonable legal fees) (each a "Claim") resulting from Indemnitor's breach of this Agreement, negligent acts or omissions, or willful misconduct in performing under this Agreement. Each of us is responsible under this section for the actions of its employees, agents, and subcontractors. Neither of us will be responsible under this section to the extent a Claim resulted from the other's breach, negligence, or willful misconduct.

6. Force Majeure. In the event Procurer shall be prevented from receiving and using any material, or, in the event that Supplier shall be prevented from producing any material, due to governmental or administrative prohibitions, legislative acts or regulations, labor difficulties, acts of God, acts of public enemy, riot, accidents, breakdown of equipment, weather conditions, or other causes beyond the control of Procurer or Supplier, as the case may be, the party so prevented shall, upon written notice to the other party, be thereafter released from its obligations hereunder so as long as such causes continue. If such conditions continue for more than ninety (90) days, or if any Procurer affiliate ceases to operate any of their paper mills, Procurer has the option to terminate this Agreement, upon providing Supplier seven (7) days prior written notice.

7. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested or delivered via facsimile with confirmation of successful transmission to the persons indicated below or to such other persons or addresses as may from time to time be designated in writing.

If to Procurer, to:

Pratt Recycling, Inc.
1005 Sigman Road
Conyers, GA, 30013

Procurer Initials: _____

Supplier Initials: _____

Attention: Recycling Division President
Facsimile: (770) 602-1189

With a copy to:

PRATT INDUSTRIES (U.S.A.), INC.
3535 Piedmont Road
Building 14, Suite 440
Atlanta, GA 30305
Attention: Douglas R. Balyeat, Esq., CPA
General Counsel and Vice President
Facsimile: 770-206-2293
Email: dbalyeat@prattindustries.com

If to Supplier, to:

City of Opelika
204 South 7th Street
Opelika, AL 36801
Attention: Terry White
Facsimile: _____

8. Entire Agreement; Modification. This Agreement, together with all exhibits and addendums hereto, constitutes the entire agreement between the Parties hereto with regard to the subject matters described herein, and there are no other agreements or understandings between the Parties with regard to such matters. This Agreement supersedes any previous understandings or agreements of the Parties (whether written or oral) with respect to the subject matters described herein. This Agreement may not be altered, modified, changed, or added to in any manner whatsoever except through a written agreement may, at any time, seek equitable relief from the designated court(s) to prevent immediate or irreparable harm to it. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not govern the Agreement. All negotiations will be conducted in English, and all documents, including the Agreement, will be written in English. The Parties will first attempt to resolve any dispute by meeting at mutually agreed time(s) and location(s) to resolve in good faith any claim or dispute after a Party's written negotiation request. If the matter is not resolved within forty-five (45) days after that request, then, on a Party's written request, they will enter into non-binding mediation to be conducted at mutually agreed time(s) and location(s), using a neutral mediator having experience with the applicable industry. All disputes, controversies or differences between the Parties that are not settled by negotiation or mediation shall be decided in accordance with the Commercial Rules of the American Arbitration Association, and judgment may be entered on the award by any court having jurisdiction thereof. Each Party will bear its own costs in any and all dispute resolution forums. All negotiations are confidential and will be treated as settlement negotiations.

9. Governing Law. The laws of the state of Georgia shall govern the construction and validity of this Agreement, and the rights and duties of the Parties arising out of this Agreement, without regard to principles of Conflicts of Law which would require the application of the laws of another jurisdiction. Any dispute related to, arising out of, or connected with this matter shall be filed and maintained only in the appropriate State or Federal courts located in the City of Atlanta, Georgia.

10. Independent Contractor. The Parties are independent contractors hereunder, and will not act as agents for or employee of one another, and nothing contained herein will create a partnership or joint

Procurer Initials: _____

Supplier Initials: _____

venture between the Parties.

11. Severability. If any provision of this Agreement or any portion thereof shall be found or held to be unenforceable or invalid, such provision or portion thereof shall be deemed deleted from the Agreement and the remaining provisions of the Agreement shall remain in effect to the extent that approach is consistent with the intention and primary commercial purpose of the Parties in making this Agreement, or, alternatively, such illegal or invalid provision shall be modified or replaced by the written agreement of the Parties in a manner that makes it legal and valid.

12. Section Headings. All section headings in this Agreement are inserted herein for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall take effect as an original, and all of which shall evidence one and the same agreement.

14. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

15. Termination.

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

(b) In the event of termination, the supplier shall be paid for recyclable materials produced by supplier to the date of termination.

16. Payment. Month end plus 15 (ME15). Payment will be the first Monday on or after the 15th of the month following the month recycled materials are received by purchaser.

[SIGNATURES ON FOLLOWING PAGE]

Procurer Initials: _____

Supplier Initials: _____

[SIGNATURES TO AGREEMENT FOR THE SUPPLY OF RECYCLABLE MATERIALS]

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed by their duly authorized representatives this 1st day of June, 2015.

SUPPLIER:

CITY OF OPELIKA, ALABAMA

By: _____

Name: Gary Fuller

Title: Mayor

PROCURER:

PRATT RECYCLING, INC.

By: _____

David J. Kyles

Vice President & Secretary

Attachment: Single Stream Contract_V4 (134-15 : Single Stream Recycling Agreement)

Procurer Initials: _____

Supplier Initials: _____

ATTACHMENT A

PRICING FOR RECYCLABLE MATERIALS

1) **Pricing.** The purchase price to the Supplier for each ton of Recyclable Material supplied under this Agreement. ("Purchase Price") shall be zero dollars (\$ 0) for item **Single Stream** for the term, or any subsequent period, of this Agreement.

- a) In the event the market price (high yellow sheet) for mixed paper decreases to twenty dollars (\$20.00) per ton or below, the Procurer reserves the right to re-negotiate the purchase price for each ton of **Single Stream** material supplied under this Agreement and both parties shall mutually agree on an alternative pricing formula in writing as an amendment to this Agreement. During such times the Supplier shall be obligated to supply to Procurer all **Single Stream** generated from Supplier's facility and Procurer shall be obligated to take all **Single Stream** generated by the Supplier.
- b) **Single Stream** contains the following commodities: newspapers, magazines, boxboard, junk mail, shopping catalogs, home office paper, corrugated packaging, aluminum beverage cans, steel food cans, PET plastic drink bottles, HDPE plastic food containers. The following items **MUST NOT** be included in **Single Stream**: glass, ceramics, window glass, wax corrugated, aluminum pie plates, aluminum foil, auto parts, toys, hazardous chemicals, aerosol cans or batteries.
- c) The parties hereto state and agree that the **Single Stream** material itself is waste and has no independent value, and that the payments made to Supplier under this Agreement are to cover Supplier's costs associated with the **Single Stream** material, including, but not limited to, collection, freight, storage, handling, and all other costs.
- d) Any taxes or fees imposed by any governmental unit shall be added to the charges by Procurer.
- e) In addition to the above, the Procurer may petition the Supplier for additional rate and price adjustments at reasonable times on the basis of unusual changes in its costs of operations, such as revised laws, ordinances, regulations, abnormal fuel increases, and for other reasons. If the Supplier unreasonably refuses to make such adjustments, and such refusal makes the Agreement uneconomic for the Procurer or otherwise materially adversely affects Procurer's work pursuant to the Agreement, then the Procurer may terminate the Agreement for "cause" upon notice made to the Supplier.

Procurer Initials: _____

Supplier Initials: _____

ORDINANCE NO. 114-15-ORD

Amend City Code, Chapter 4, Humane Traps and Capture Methods in Animal Control (2Nd Reading)

AN ORDINANCE AMENDING CHAPTER 4 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA BY ADDING SECTIONS 4-28.1 AND 4-28.2; AUTHORIZING HUMANE TRAPS AND CHEMICAL CAPTURE METHODS; AND PROHIBITING ANY PERSON TO INTERFERE WITH, HINDER OR MOLEST AN ANIMAL CONTROL OFFICER

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

Section 1. **Amendment; adding Sections 4-28.1 and 4-28.2 to Chapter 4 of the *Code of Ordinances*.** That Chapter 4 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding Sections 4-28.1 and 4-28.2, which said sections shall read as follows:

Sec. 4-28.1 Authority to utilize humane traps and/or chemical capture methods.

(a) Any animal control officer is authorized, in order to apprehend animals in violation of this chapter, which are otherwise difficult to apprehend, to use traps designed to humanely capture such animals by placing the traps upon any public property of the City, upon the right-of-way of any public street or highway, upon any public easements, or upon any private property of any person granting permission.

(b) It shall be unlawful for any person to molest or tamper with any such trap, or to remove any animal captured in any such trap or to interfere with any animal control officer in setting or servicing any such trap.

(c) Any animal control officer is hereby authorized to use chemical capture methods to capture animals in violation of this chapter when in the animal control officer’s opinion the use of humane traps would be ineffective and the animal is diseased or poses a danger to public safety.

Sec. 4-28.2 Interference prohibited.

(a) It shall be unlawful for any person to interfere with, hinder or molest an animal control officer in the performance of any duties prescribed in this chapter, or seek release of any animal in the custody of an animal control officer except as provided in this chapter.

(b) It shall be unlawful for any person to:

(1) Remove, take, damage, destroy, tamper or interfere with any vehicle, equipment, tool or property of the animal control division or animal control officer used in the administration or enforcement of this chapter.

(2) Remove or take, or attempt to remove or take, an animal from the custody of the animal control division or an animal control officer.

(3) Refuse or fail to surrender any animal or carcass of any dead animal upon lawful demand by the animal control division or an animal control officer.

Section 2. **Conflict.** All former ordinances or parts thereof which are in conflict with this Ordinance are repealed in their entirety to the extent they are in conflict.

Section 3. **Severability Clause.** If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of valid jurisdiction, then such holding shall in no way affect the validity of the remaining portion of this Ordinance.

Section 4. **Effective Date.** This ordinance and the section adopted shall become effective and enforced immediately upon its passage and publication as required by law.

Section 5. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2015.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2015.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 115-15-ORD

Authorizing Execution of Quitclaim Deed from the City of Opelika, Alabama To Cn Opelika Hotel Partners, Inc. (1St Reading)

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF
QUITCLAIM DEED FROM THE CITY OF OPELIKA, ALABAMA TO
CN OPELIKA HOTEL PARTNERS, INC.**

WHEREAS, CN Opelika Hotel Partners, Inc., owns and operates the Fairfield Inn and Suites located on Interstate Drive in Tiger Town; and

WHEREAS, a portion of old Hamilton Road that was abandoned by the State of Alabama in 2003; and

WHEREAS, there is some confusion as to whether the City of Opelika (the “City”) currently has ownership over a portion of the abandoned roadway as described in Section 1 below; and

WHEREAS, in 2009 the Opelika Planning Commission approved a plat of Tiger Town Subdivision evidencing the intent of the City that the portion of the abandoned roadway described below be a part of Lot 1-A of said subdivision; and

WHEREAS, the Fairfield Inn and Suites is situated upon said Lot 1-A of Tiger Town Subdivision; and

WHEREAS, the City desires to assist CN Opelika Hotel Partners, Inc., in clarifying ownership by declaring that it transfers any municipal ownership it may have in the property described below to CN Hotel Partners, Inc.

NOW, THEREFORE, 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 is not needed for public or municipal purposes, to-wit:

Lot 1-A of Tiger Town Subdivision, a Resubdivision of Lot 1, as shown by plat of survey dated February 13, 2007, and filed for record in Town Plat Book 29, at Page 41, in the Office of the Judge of Probate of Lee County, Alabama, specifically the following property conveyed to the City of Opelika by the State of Alabama on July 7, 2003, in Deed Book 2240, at Page 475, in the Office of the Judge of Probate of Lee County, Alabama, and described as Parcel D:

A part of the E1/2 of the SE1/4 of Section 23 and the W1/2 of the SW1/4 of Section 24, T-19-N, R-26-E on Project NH-9062(2), also identified as the Tigertown Development, in Lee County, Alabama and being more fully described as follows:

Commencing at a present R/W monument at the intersection of the west R/W line of U.S. Highway 280 and the south R/W line of Hamilton Road, said monument offset 100 feet from the centerline of Hamilton Road at Station 12+00.

Thence S 70°13'48" W and along the present R/W line a distance of 102.98 feet to a present R/W monument (said monument offset 80 feet from centerline of Hamilton Road at Station 13+00);

Thence S 53°48'25" W and along the present R/W line a distance of 200.71 feet to a present R/W monument (said monument offset 100 feet from centerline of Hamilton Road at Station 15+00);

Thence S 61°1'13" W and along the present R/W line a distance of 290.58 feet to a present R/W monument (said monument offset 80 feet from centerline of Hamilton Road at Station 18+00); which is the point of BEGINNING;

Thence S 47°39'7" W and along the present R/W line a distance of 255.52 feet to a present R/W monument;

Thence S 39°21'7" W and along the present R/W line a distance of 299.55 feet to a present R/W monument;

Thence following the curvature thereof an arc distance of 356.66 feet to a point on the present R/W line of Interstate 85 (said arc having a chord bearing of S 29°46'12" W, a counterclockwise direction, a chord distance of 355.00 feet and a radius of 1066.28 feet) and along the present R/W line;

Thence following the curvature thereof an arc distance of 54.34 feet to a point on the new R/W line (said arc having a chord bearing of S 63°3'54" W, a clockwise direction, a chord distance of 54.34 feet and a radius of 22768.33 feet) and along the present R/W line of Interstate 85;

Thence N 18°30'2" E and along the new R/W line a distance of 8.06 feet to a point on the new R/W line;

Thence following the curvature thereof an arc distance of 305.36 feet to a point on the present R/W line (said arc having a chord bearing of N 1°30'51" E, a counterclockwise direction, a chord distance of 300.91 feet and a radius of 515.00 feet) and along the new R/W line;

Thence following the curvature thereof an arc distance of 142.82 feet to a point on the new R/W line (said arc having a chord bearing of N 35°26'42" E, a clockwise direction, a chord distance of 142.74 feet and a radius of 1226.28 feet) and along the present R/W line;

Thence N 59°9'32" E and along the new R/W line a distance of 599.62 feet to the point and place of BEGINNING containing 1.831 acres, more or less.

Section 2. That the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest respectively, for and on behalf of the City of Opelika, a quitclaim deed, a copy of which is attached hereto, whereby the City of Opelika does convey the premises

described in Section 1 hereof to CN Opelika Hotel Partners, Inc.

Section 3. That CN Opelika Hotel Partners, Inc., shall remain responsible for the control and maintenance of the real property described in Section 1 above.

Section 4. That this Ordinance shall take effect immediately upon its adoption, approval and publication as required by law.

Section 5. The City Clerk is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED by the City Council of the City of Opelika, Alabama, on this the _____ day of _____, 2015.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the _____ day of _____, 2015.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA)
)
 COUNTY OF LEE) QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations to the undersigned , **THE CITY OF OPELIKA**, (Grantor) in hand paid by **CN OPELIKA HOTEL PARTNERS, LLC**, (Grantee) the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim and convey unto the said (Grantee) **CN OPELIKA HOTEL PARTNERS, LLC**, the following-described real estate, to-wit:

Lot 1-A of Tiger Town Subdivision, a Resubdivision of Lot 1, as shown by plat of survey dated February 13, 2007, and filed for record in Town Plat Book 29, at Page 41, in the Office of the Judge of Probate of Lee County, Alabama, specifically the following property conveyed to the City of Opelika by the State of Alabama on July 7, 2003, in Deed Book 2240, at Page 475, in the Office of the Judge of Probate of Lee County, Alabama, and described as Parcel D:

A part of the E1/2 of the SE1/4 of Section 23 and the W1/2 of the SW1/4 of Section 24, T-19-N, R-26-E on Project NH-9062(2), also identified as the Tigertown Development, in Lee County, Alabama and being more fully described as follows:

Commencing at a present R/W monument at the intersection of the west R/W line of U.S. Highway 280 and the south R/W line of Hamilton Road, said monument offset 100 feet from the centerline of Hamilton Road at Station 12+00.

Thence S 70°13'48" W and along the present R/W line a distance of 102.98 feet to a present R/W monument (said monument offset 80 feet from centerline of Hamilton Road at Station 13+00);

Thence S 53°48'25" W and along the present R/W line a distance of 200.71 feet to a present R/W monument (said monument offset 100 feet from centerline of Hamilton Road at Station 15+00);

Thence S 61°1'13" W and along the present R/W line a distance of 290.58 feet to a present R/W monument (said monument offset 80 feet from centerline of Hamilton Road at Station 18+00); which is the point of BEGINNING;

Thence S 47°39'7" W and along the present R/W line a distance of 299.55 feet to a present R/W monument;

Thence S 39°21'7" W and along the present R/W line a distance of 255.52 feet to a present R/W monument;

Thence following the curvature thereof an arc distance of 356.66 feet to a point on the present R/W line of Interstate 85 (said arc having a chord bearing of S 29°46'12" W, a counterclockwise direction, a chord distance of 355.00 feet and a radius of 1066.28 feet) and along the present R/W line;

Thence following the curvature thereof an arc distance of 54.34 feet to a point on the new R/W line (said arc having a chord bearing of S 63°3'54" W, a clockwise direction, a chord distance of 54.34 feet and a radius of 22768.33 feet) and along the present R/W line of Interstate 85;

Attachment: Quit Claim Deed (115-15-ORD : Quitclaim Deed to CN Opelika Hotel Partners Inc.(1st Reading))

Thence N 18°30'2" E and along the new R/W line a distance of 8.06 feet to a point on the new R/W line;

Thence following the curvature thereof an arc distance of 305.36 feet to a point on the present R/W line (said arc having a chord bearing of N 1°30'51" E, a counterclockwise direction, a chord distance of 300.91 feet and a radius of 515.00 feet) and along the new R/W line;

Thence following the curvature thereof an arc distance of 142.82 feet to a point on the new R/W line (said arc having a chord bearing of N 35°26'42" E, a clockwise direction, a chord distance of 142.74 feet and a radius of 1226.28 feet) and along the present R/W line;

Thence N 59°9'32" E and along the new R/W line a distance of 599,.62 feet to the point and place of BEGINNING containing 1.831 acres, more or less.

TO HAVE AND TO HOLD unto the said **CN OPELIKA HOTEL PARTNERS, LLC**, its successors and assigns in fee simple, forever. **This deed is given to perfect title.**

IN WITNESS WHEREOF, **THE CITY OF OPELIKA**, has caused this conveyance to be executed by Gary Fuller, its Mayor, on this the ____ day of May, 2015.

THE CITY OF OPELIKA

By: Gary Fuller, its Mayor

Attested by:

Robert G. Shuman, City Clerk

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Gary Fuller, acting in his capacity as Mayor of The City of Opelika, is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such official and with full authority, executed the same voluntarily for and as the act of The City of Opelika.

Given under my hand and seal of office this the ____ day of May, 2015.

SEAL

Notary Public

Commission Expires

THIS INSTRUMENT PREPARED BY:
Jason A. Forbus, Esquire
Adams White Oliver Short & Forbus, LLP
Post Office Box 2069
Opelika, Alabama 36803-2069
Telephone: 334/745-6466

2240/472

Form ROW-QC
Rev. 03/01THIS INSTRUMENT PREPARED BY:
MARIE L. LUNDBOM
ALABAMA DEPARTMENT OF TRANSPORTATION
MONTGOMERY, ALABAMA 36130

QUITCLAIM DEED

STATE OF ALABAMA)

COUNTY OF LEE)

Tracts A, B, C, D, E

KNOW ALL MEN BY THESE PRESENTS: That the State of Alabama, Party of the First Part, for and in consideration of the sum of Three hundred eighty-three thousand and no/100 (\$383,000.00) Dollar(s) in hand paid to the State of Alabama by The City of Opelika, Party of the Second Part, the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto the said party of the Second Part all of its right, title, interest and claim in and to the following described real estate subject to the covenants contained herein and the rights of any utilities, easements, rights of way, restrictions and reservations of record which may be on, over, or under said real estate, situated in Lee County, Alabama:

And as shown on the right-of-way map of Project No. NH-9062(2) and Exhibit "A" (Tigertown Development) of record in the Alabama Department of Transportation, a copy of which is also deposited in the Office of the Judge of Probate of Lee County, Alabama as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof:

(Excess Right of Way)

Tract A -- Frederick Road:

A part of the SE¼ of the NE¼ of Section 23, T-19-N, R-26-E on Project NH-9062(2), also identified as the Tigertown Development, in Lee County, Alabama and being more fully described as follows:

Commencing at the SE corner of Lot 4 of The Revlson of Rosamond Acres Subdivision, Section One,

thence N 82°12'25" E and along the line of an adjoining lot a distance of 90.38 feet to a corner of an adjoining lot;

thence N 7°33'38" W and along a line of said adjoining lot a distance of 89.39 feet to a point on the present RW line of Lynne Street, which is the point of BEGINNING;

thence following the curvature thereof an arc distance of 64.27 feet to a present RW monument that is offset approx. 82 feet from the centerline of Frederick Road (said arc having a chord bearing of N 20°48'5" W, a clockwise direction, a chord distance of 63.66 feet and a radius of 135.00 feet) and along the present RW of Lynne Street;

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BILL ENGLISH, PROBATE JUDGE, LEE COUNTY

Attachment: Quit Claim Deed (115-15-ORD : Quitclaim Deed to CN Opelika Hotel Partners Inc.(1st Reading))

thence S 66°50'42" E a distance of 16.71 feet to a point on the new R/W line that is offset approx. 94 feet from the centerline of Frederick Road;

thence S 7°33'38" E and along the new R/W of Lynne Street a distance of 53.42 feet to the point and place of BEGINNING containing 0.012 acre, more or less.

Tract B - Frederick Road:

A part of the SE¼ of the NE¼ of Section 23, T-19-N, R-26-E on Project NH-9062(2), also identified as the Tigertown Development, in Lee County, Alabama and being more fully described as follows:

Commencing at the SE corner of Lot 4 of The Revision of Rosamond Acres Subdivision, Section One,

thence N 82°12'25" E a distance of 150.38 feet to a present R/W monument, which is the point of BEGINNING;

thence N 7°33'38" W a distance of 106.84 feet to a point on the new R/W line that is offset approx. 118 feet from the centerline of Frederick Road;

thence S 66°50'42" E and along the new R/W line a distance of 13.31 feet to a point on the new R/W line that is offset approx. 125 feet from the centerline of Frederick Road;

thence N 82°12'25" E and along the new R/W line (parallel to the centerline of Frederick Road) a distance of 404.12 feet to a point on the new R/W line;

thence S 49°21'28" E and along the new R/W line a distance of 35.65 feet to a point on the new R/W line that is offset approx. 39 feet from the centerline of Lambert Drive (formerly Hamilton Road);

thence S 0°14'38" W and along the new R/W line a distance of 131.31 feet to a present R/W monument;

thence N 49°21'28" W and along the present R/W line a distance of 75.77 feet to a present R/W monument;

thence S 82°12'25" W and along the present R/W line a distance of 370.57 feet to the point and place of BEGINNING containing 1.031 acres, more or less.

Tract C - Hamilton Road:

A part of the E½ of the SE¼ of Section 23 and the W½ of the SW¼ of Section 24, T-19-N, R-26-E on Project NH-9062(2), also identified as the Tigertown Development, in Lee County, Alabama and being more fully described as follows:

Commencing at a present R/W monument at the intersection of the west R/W line of U.S. Highway 280 and the south R/W line of Hamilton Road, said monument offset 100 feet from the centerline of Hamilton Road at Station 12+00,

thence N 31°11'45" W a distance of 146.59 feet to a point on the new R/W line, which is the point of BEGINNING;

thence S 55°10'47" W and along the new R/W line a distance of 267.91 feet to a point on the new R/W line;

thence S 58°40'51" W and along the new R/W line a distance of 112.75 feet to a point on the new R/W line;

thence S 59°3'24" W and along the new R/W line a distance of 466.39 feet to a point on the present R/W line;

thence following the curvature thereof an arc distance of 114.70 feet to a present R/W

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monument (said arc having a chord bearing of N 47°11'4" E, a clockwise direction, a chord distance of 114.67 feet and a radius of 1458.32 feet) and along the present R/W line;

thence following the curvature thereof an arc distance of 235.11 feet to a present R/W monument (said arc having a chord bearing of N 20°15'2" E, a counterclockwise direction, a chord distance of 234.46 feet and a radius of 915.28 feet) and along the present R/W line;

thence N 8°18'28" W and along the present R/W line a distance of 142.40 feet to a present R/W monument;

thence N 3°49'27" W and along the present R/W line a distance of 159.44 feet to a present R/W monument;

thence N 89°34'10" E and along the present R/W line a distance of 149.70 feet to a present R/W monument;

thence S 4°24'7" E and along the present R/W line a distance of 274.21 feet to a present R/W monument;

thence S 65°8'6" E and along the present R/W line a distance of 84.99 feet to a present R/W monument;

thence N 58°40'51" E and along the present R/W line a distance of 102.18 feet to a present R/W monument;

thence N 55°10'47" E and along the present R/W line a distance of 267.91 feet to a present R/W monument;

thence N 7°21'13" E and along the present R/W line a distance of 67.29 feet to a present R/W monument (said monument offset 160 feet from the centerline of U.S. 280 at station 382+00);

thence S 21°59'2" E and along the new R/W line a distance of 5.29 feet to a point on the new R/W line;

thence S 7°21'13" W and along the new R/W line a distance of 65.66 feet to a point on the new R/W line;

thence S 31°11'45" E and along the new R/W line a distance of 48.05 feet to the point and place of BEGINNING containing 2.398 acres, more or less.

Tract D - Hamilton Road:

A part of the E½ of the SE¼ of Section 23 and the W½ of the SW¼ of Section 24, T-19-N, R-26-E on Project NH-9062(2), also identified as the Tigertown Development, in Lee County, Alabama and being more fully described as follows:

Commencing at a present R/W monument at the intersection of the west R/W line of U.S. Highway 280 and the south R/W line of Hamilton Road, said monument offset 100 feet from the centerline of Hamilton Road at Station 12+00,

thence S 70°13'48" W and along the present R/W line a distance of 102.98 feet to a present R/W monument (said monument offset 80 feet from centerline of Hamilton Road at Station 13+00);

thence S 53°48'25" W and along the present R/W line a distance of 200.71 feet to a present R/W monument (said monument offset 100 feet from centerline of Hamilton Road at Station 15+00);

thence S 61°11'13" W and along the present R/W line a distance of 290.58 feet to a present R/W monument (said monument offset 80 feet from centerline of Hamilton Road at Station 18+00), which is the point of BEGINNING;

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BILL ENGELISH, PROBATE JUDGE, LEE COUNTY

Attachment: Quit Claim Deed (115-15-ORD : Quitclaim Deed to CN Opelika Hotel Partners Inc.(1st Reading))

thence S 47°39'7" W and along the present R/W line a distance of 299.55 feet to a present R/W monument;

thence S 39°21'7" W and along the present R/W line a distance of 255.52 feet to a present R/W monument;

thence following the curvature thereof an arc distance of 356.66 feet to a point on the present R/W line of Interstate 85 (said arc having a chord bearing of S 29°46'12" W, a counterclockwise direction, a chord distance of 355.00 feet and a radius of 1066.28 feet) and along the present R/W line;

thence following the curvature thereof an arc distance of 54.34 feet to a point on the new R/W line (said arc having a chord bearing of S 63°3'54" W, a clockwise direction, a chord distance of 54.34 feet and a radius of 22768.33 feet) and along the present R/W line of Interstate 85;

thence N 18°30'2" E and along the new R/W line a distance of 8.06 feet to a point on the new R/W line;

thence following the curvature thereof an arc distance of 305.36 feet to a point on the present R/W line (said arc having a chord bearing of N 1°30'51" E, a counterclockwise direction, a chord distance of 300.91 feet and a radius of 515.00 feet) and along the new R/W line;

thence following the curvature thereof an arc distance of 142.82 feet to a point on the new R/W line (said arc having a chord bearing of N 35°26'42" E, a clockwise direction, a chord distance of 142.74 feet and a radius of 1226.28 feet) and along the present R/W line;

thence N 69°9'32" E and along the new R/W line a distance of 599.62 feet to the point and place of BEGINNING containing 1.631 acres, more or less.

Traet E - Hamilton Road:

A part of the SE¼ of the SE¼ of Section 23, T-19-N, R-26-E on Project NH-9062(2), also identified as the Tigertown Development, in Lee County, Alabama and being more fully described as follows:

Commencing at a present R/W monument at the intersection of the west R/W line of U.S. Highway 280 and the south R/W line of Hamilton Road, said monument offset 100 feet from the centerline of Hamilton Road at Station 12+00,

thence S 70°13'48" W and along the present R/W line a distance of 102.96 feet to a present R/W monument (said monument offset 80 feet from centerline of Hamilton Road at Station 13+00);

thence S 53°48'25" W and along the present R/W line a distance of 200.71 feet to a present R/W monument (said monument offset 100 feet from centerline of Hamilton Road at station 15+00);

thence S 61°1'13" W and along the present R/W line a distance of 290.58 feet to a present R/W monument (said monument offset 80 feet from centerline of Hamilton Road at station 18+00);

thence S 47°39'7" W and along the present R/W line a distance of 299.55 feet to a present R/W monument;

thence S 39°21'7" W and along the present R/W line a distance of 255.52 feet to a present R/W monument;

thence following the curvature thereof an arc distance of 356.66 feet to a point on the present R/W line of Interstate 85 (said arc having a chord bearing of S 29°46'12" W, a counterclockwise direction, a chord distance of 355.00 feet and a radius of 1066.28

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Attachment: Quit Claim Deed (115-15-ORD : Quitclaim Deed to CN Opelika Hotel Partners Inc.(1st Reading))

feet) and along the present R/W line ;

thence following the curvature thereof an arc distance of 54.34 feet to a point on the new R/W line (said arc having a chord bearing of S 63°3'54" W, a clockwise direction, a chord distance of 54.34 feet and a radius of 22768.33 feet) and along the present R/W line of Interstate 85;

thence following the curvature thereof an arc distance of 113.58 feet to a point on the new R/W line (said arc having a chord bearing of S 63°16'41" W, a clockwise direction, a chord distance of 113.58 feet and a radius of 22768.33 feet) and along the present R/W line of Interstate 85, which is the point of BEGINNING;

thence following the curvature thereof an arc distance of 59.97 feet to a point on the present R/W line (said arc having a chord bearing of S 63°28'47" W, a clockwise direction, a chord distance of 59.97 feet and a radius of 22768.33 feet) and along the present R/W line of Interstate 85;

thence N 18°31'50" E and along the present R/W line a distance of 130.99 feet to a point on the present R/W line ;

thence following the curvature thereof an arc distance of 162.95 feet to a point on the new R/W line (said arc having a chord bearing of N 22°20'14" E, a clockwise direction, a chord distance of 162.83 feet and a radius of 1226.26 feet) and along the present R/W line ;

thence following the curvature thereof an arc distance of 166.39 feet to a point on the new R/W line (said arc having a chord bearing of S 7°32'33" W, a clockwise direction, a chord distance of 166.38 feet and a radius of 435.00 feet) and along the new R/W line;

thence S 18°30'2" W and along the new R/W line a distance of 88.68 feet to the point and place of BEGINNING containing 0.212 acres, more or less.

It is expressly understood and a condition of this conveyance that Hamilton Road will remain open, in place, with no interference of traffic until the construction of the relocation of Hamilton Road by the City of Opelika, also referred to as Tract "G", is complete and open to traffic. Said relocation is shown as Tract "G" on Sketch 1 of 3 attached hereto and made a part hereof. Said relocation is subject to State inspection and approval.

It is further understood that the City of Opelika will remain responsible for the maintenance of Hamilton Road and Hamilton Road Relocation subject to State approval.

The City of Opelika hereby saves and holds harmless, shall defend and indemnify the State of Alabama, Alabama Department of Transportation and FHWA their officials, employees, agents, heirs, administrators, assigns, servants and representatives "Grantor," in both their official and individual capacities, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, representations, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and hearings, of any nature whatsoever, and expenses, including attorney's fees, expenses and/or costs actually incurred, of any nature whatsoever, known or unknown, which arises from or is related to the relocation of Hamilton Road Project.

Recorded in DEED BK 2248 PG 476, 07/16/2003 05:17:44 PM
BILL ENGLISH, PROBATE JUDGE, LEE COUNTY

Attachment: Quit Claim Deed (115-15-ORD : Quitclaim Deed to CN Opelika Hotel Partners Inc.(1st Reading))

TO HAVE AND TO HOLD, the same unto the said parties of the Second Part,
their heirs and assigns forever.

This the 28th day of May, 2003.

APPROVED:

THE STATE OF ALABAMA

BY

D. J. McInnes
D. J. McINNES
TRANSPORTATION DIRECTOR

BY

Bob Riley
BOB RILEY
GOVERNOR OF ALABAMA

APPROVED AS TO FORM:

ATTEST:

BY

Jim R. Ippolito, Jr.
JIM R. IPPOLITO, JR.
CHIEF COUNSEL

BY

Nancy Wootley
NANCY WOOLEY
SECRETARY OF STATE
OF THE STATE OF ALABAMA

DEED 2240 477
Recorded In Above Book and Page
07/16/2003 03:17:44 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

Attachment: Quit Claim Deed (115-15-ORD : Quitclaim Deed to CN Opelika Hotel Partners Inc.(1st Reading))

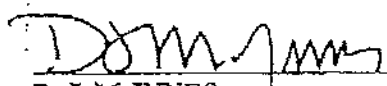
CERTIFICATION

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

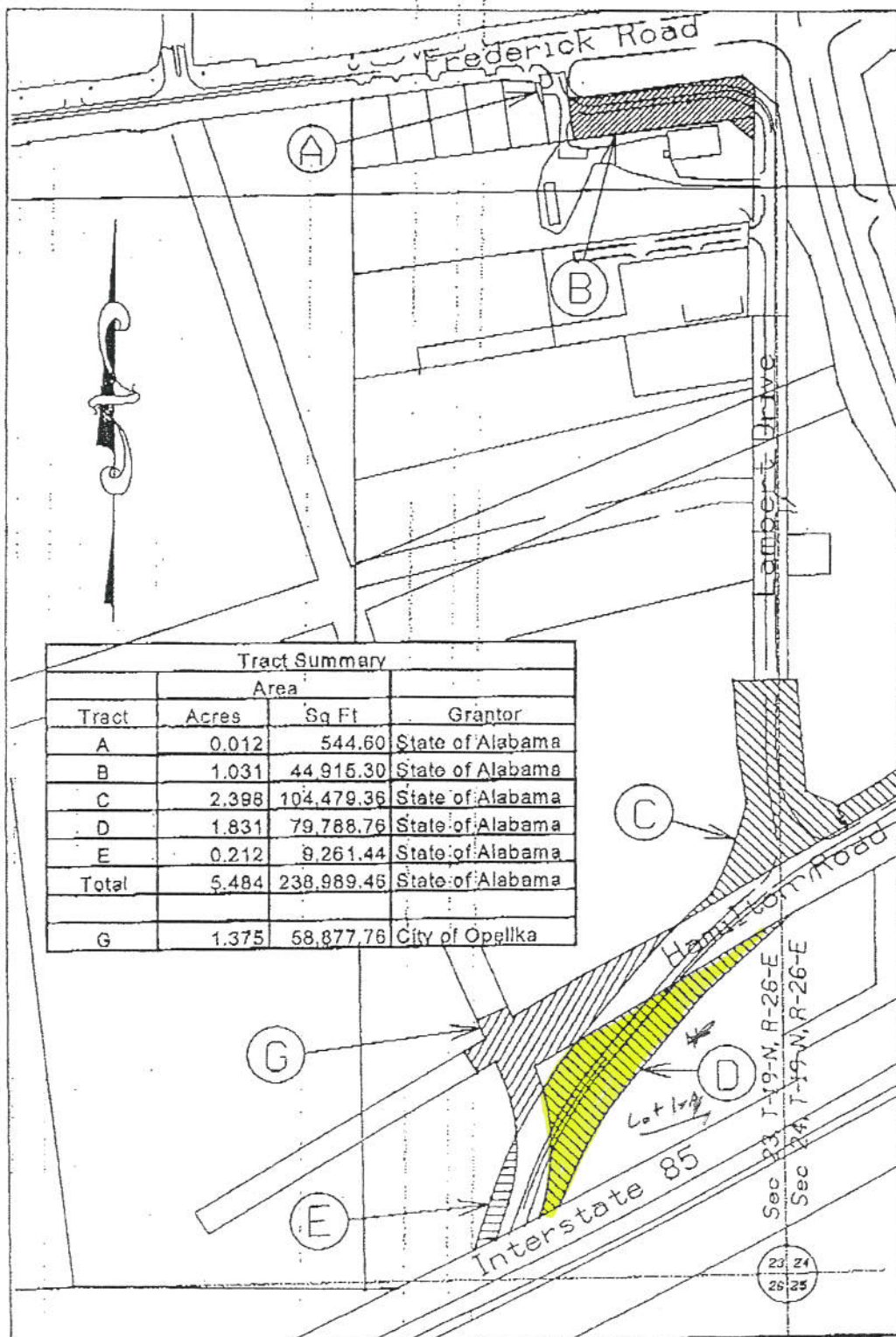
TO: Honorable Bob Riley, Governor of the State of Alabama:

I, D. J. McINNES, Director of the Alabama Department of Transportation, do hereby certify that the Alabama Department of Transportation, acting by and through the powers vested in it by law, has obtained and negotiated with the City of Opelika in the Quitclaim Deed hereto attached, for the sale of certain lands by the State of Alabama, which lands are located in Lee County, Alabama, and which said lands are better described in said Quitclaim Deed, and do further certify that all requirements of law with respect to such sale have been complied with.

This the 20th day of May, 2003
D. J. McINNES

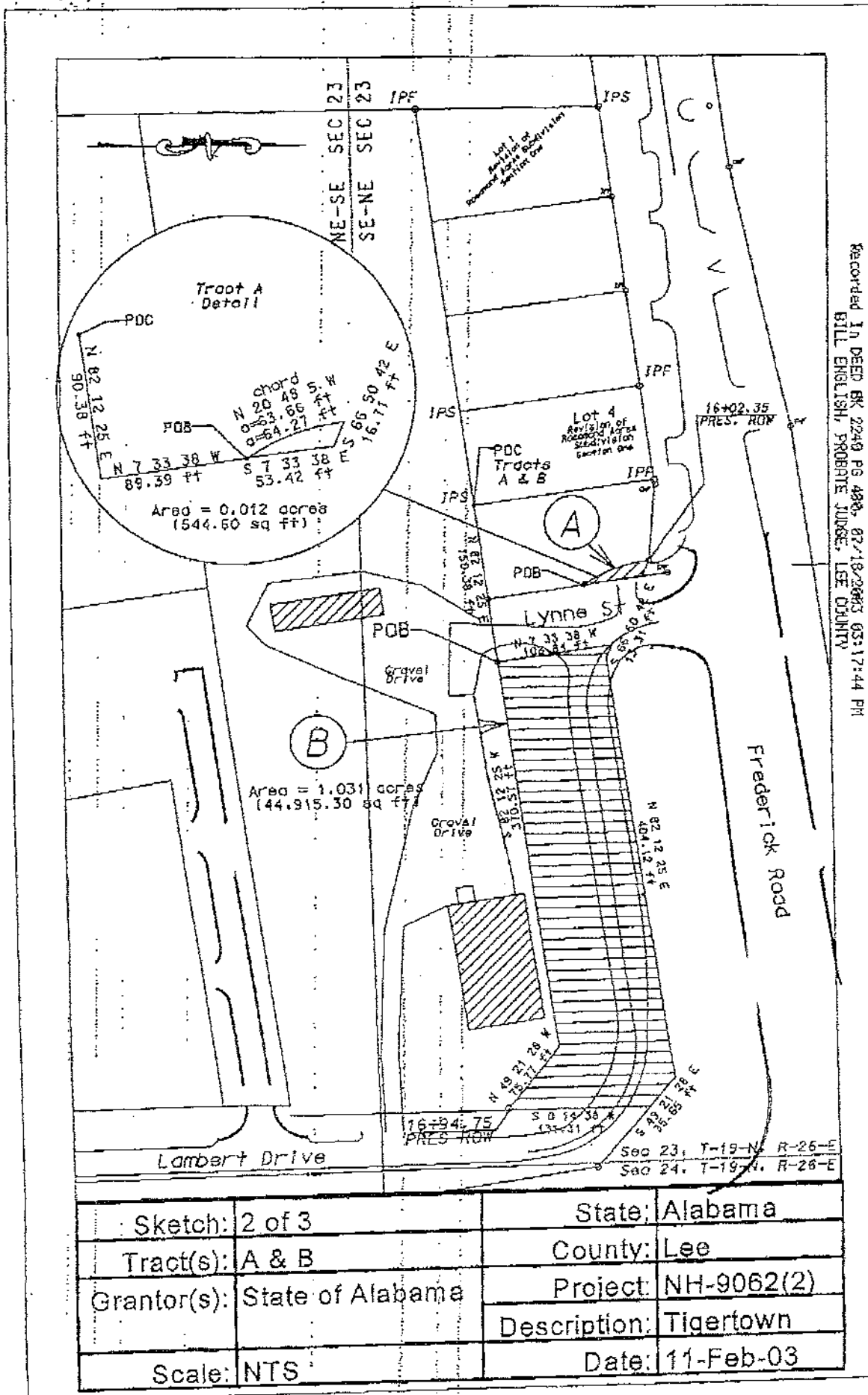
TRANSPORTATION DIRECTOR

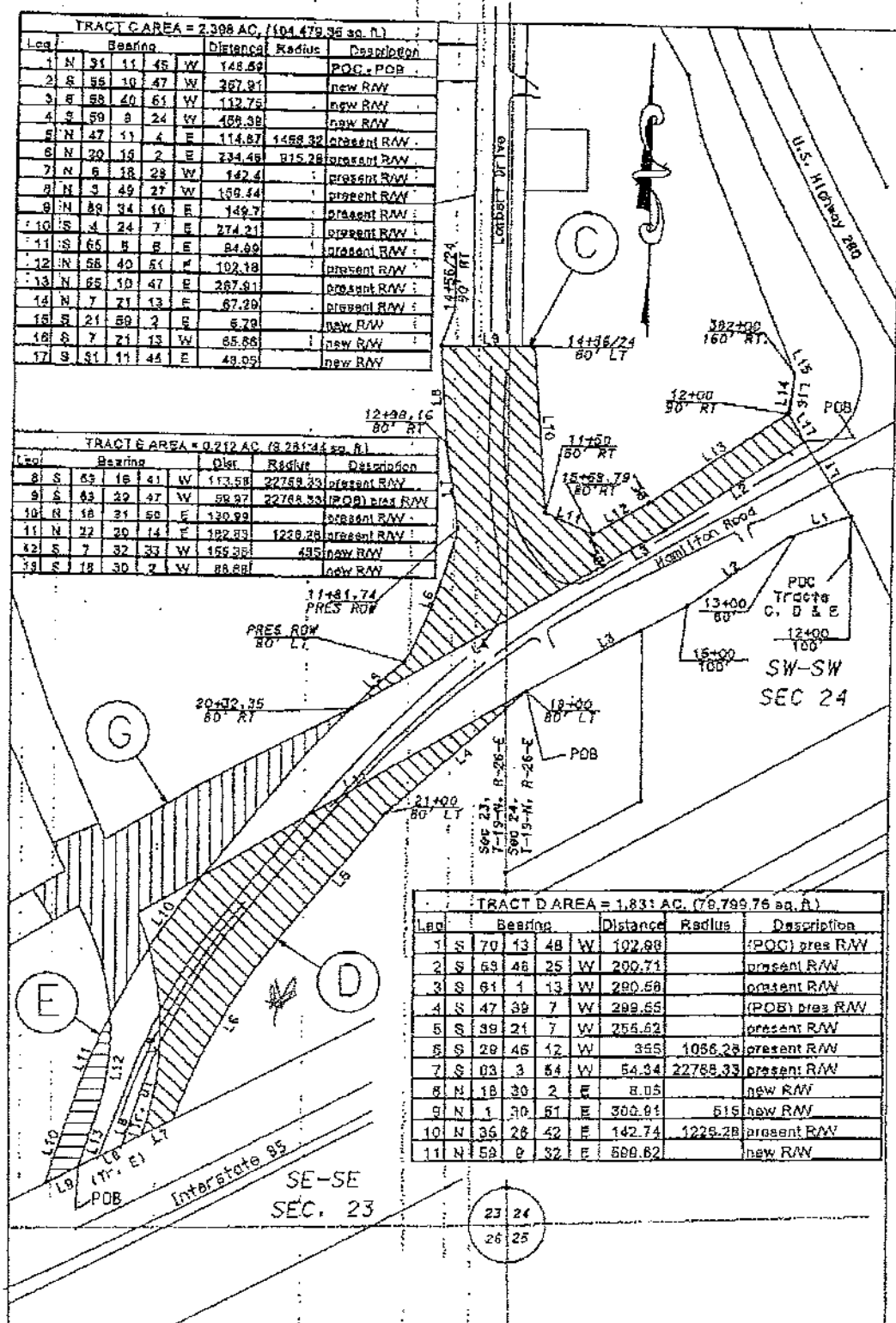
DEED 2240 476
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07/13/2003 03:17:44 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY



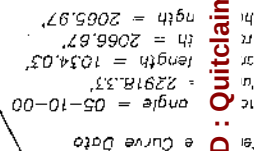
Recorded In DEED BK 2240 PG 479, 07/18/2003 03:17:44 PM
 BILL ENGLISH, PROBATE JUDGE, LEE COUNTY

Sketch:	1 of 3 (Overview)	State:	Alabama
Tract(s):	A, B, C, D, E, G	County:	Lee
Grantor(s):	State of Alabama	Project:	NH-9062(2)
		Description:	Tigertown
Scale:	NTS	Date:	11-Feb-03



Recorded in DEED BK 2240 PG 481, 07/19/2003 03:17:44 PM
BY: ENGLISH, PROSTATE JUDGE, LEE COUNTY

Sketch:	3 of 3	State:	Alabama
Tract(s):	C, D, E	County:	Lee
Grantor(s):	State of Alabama	Project:	NH-9062(2)
		Description:	Tigertown
Scale:	NTS	Date:	19-Feb-03



Packet Pg. 112

ORDINANCE NO. 116-15-ORD

Amend City Code, Chapter 5 Article XIII, Abatement Procedures (2Nd Reading)

AN ORDINANCE AMENDING ARTICLE XIII OF CHAPTER 5 OF THE CODE OF ORDINANCES OF THE CITY OF OPELIKA, ALABAMA ESTABLISHING POLICIES AND PROCEDURES FOR THE REPAIR, REMOVAL AND/OR DEMOLITION OF UNSAFE STRUCTURES AND DANGEROUS BUILDINGS

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

Section 1. **Amendment to Article XIII of Chapter 5 of the Code of Ordinances.** That Article XIII of Chapter 5 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended to read as follows:

ARTICLE XIII-Repair, Removal and/or Demolition of Unsafe Structures and Dangerous Buildings.

Sec. 5-221. Purpose and scope.

(a) The purpose of this article is to promote the health, safety, economic, aesthetic and general welfare of the citizens of the City and to protect neighborhoods against nuisances, blight and deterioration by establishing policies and procedures for the repair, removal and/or demolition of unsafe structures and dangerous buildings.

(b) This article shall apply to all buildings, structures and lands within the City without regard to the use, date of construction or alteration, except as specifically provided.

Sec. 5-222. Findings and authority.

The City of Opelika does hereby find that:

(a) The existence of unsafe, dilapidated and dangerous buildings and structures within

the City constitutes a public nuisance, the abatement of which burdens the City treasury and contributes to blight and crime in neighborhoods.

(b) There exists or may exist in the future buildings and structures within the City of Opelika that due to poor design, obsolescence or neglect have become unsafe to the extent of becoming public nuisances.

(c) Many of these dilapidated and dangerous buildings and structures are in a state of disrepair and are causing or may cause blight or blighting influence on the City and the neighborhoods in which these buildings and structures are located.

(d) In compliance with §§11-40-30 thru 11-40-36, inclusive, of the *Code of Alabama* (1975), and in compliance with §§11-53B-1 thru 11-53B-16, inclusive, of the *Code of Alabama* (1975), the City of Opelika desires to amend its policies and procedures for repairing, moving or demolishing buildings and structures, or parts of buildings and structures, party walls and foundations when found to be unsafe to the extent of being a public nuisance from any cause.

(e) The City of Opelika desires that the City employ, alternatively, all tools provided by law to the City for the fixing of costs, creation of liens, making of assessments and collection of costs associated with repairing, moving or demolishing buildings and structures, or parts of buildings and structures, party walls and foundations when found to be unsafe to the extent of being a public nuisance from any cause, including, but not limited to §6-5-22 of the *Code of Alabama* (1975), §§11-40-30 thru 11-40-36, inclusive, of the *Code of Alabama* (1975), §§11-47-117 thru 11-47-118, inclusive, of the *Code of Alabama* (1975), §11-47-131 of the *Code of Alabama* (1975), §§11-53-1 thru 11-53-4, inclusive, of the *Code of Alabama* (1975) and §§11-53B-1 thru 11-53B-16, inclusive, of the *Code of Alabama* (1975).

Sec. 5-223. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Abate” or “Abatement” in connection with any building means the removal or

correction of any conditions that constitute a public nuisance and the making of any other improvements that are needed to affect a rehabilitation of the building that is consistent with maintaining safe and habitable conditions over its remaining useful life. Abatement does not include the closing or boarding up of any building that is found to be a public nuisance.

“Building” means any building, structure, or part of building or structure, party wall or foundation used or intended for supporting or sheltering any use or occupancy.

“Building Official” means the City’s building official or any other municipal employee designated by the Mayor to exercise the authority and perform the duties provided in this article.

“City” means the City of Opelika, Alabama.

“Council” means the City Council of the City of Opelika, Alabama.

“Dangerous Building” means any building, structure, part of building or structure, party wall or foundation which has any of the following defects:

- (1) Those which interior walls or other vertical structure members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base;
- (2) Those which, exclusive of foundation, show thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering;
- (3) Those which have improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used;

(4) Those which have been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants;

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

(6) Those having light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants;

(7) Those having inadequate facilities for egress in case of fire or panic, or those having insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building;

(8) Those which do not provide minimum safeguards to protect or warn occupants in the event of fire;

(9) Those which contain unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants;

(10) Those which are so damaged, decayed, dilapidated, structurally unsafe, or which are of such faulty construction or unstable foundation that partial or complete collapse is possible;

(11) Those which have parts thereof which are so attached that they may fall and damage property or injure the public or the occupants;

(12) Those, or any portion thereof, which are clearly unsafe for their use or occupancy;

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

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

(15) Those which because of their condition are unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Whenever the term “dangerous building” or “unsafe building” shall appear in this article, they are expressly declared to be interchangeable.

“Notice to abate” means a notice issued to a property owner concerning a violation of this article, and that failure to correct the violation will result in abatement action by the City.

“Owner” means the holder of the title in fee simple and any person, group of persons, firm, company, association or corporation in whose name tax bills on the property is submitted. It shall also mean any person who alone or jointly or severally with others has:

(1) Legal title to the building or structure, with or without accompanying actual possession; or

(2) Charge, care or control of any building or structure as owner, executor, administrator, trustee, guardian of the estate of the owner, mortgagee or vendee in possession, or assignee of rents, lessee or other person in control of the building; or their duly authorized agents.

Any such person representing the actual owner shall be bound to comply with the provisions of this article, and of rules and regulations adopted pursuant to this article, to the same extent as if he were the owner. It is his responsibility to notify the actual property owner of the reported infractions or violations of the regulations pertaining to the subject matter of the property.

“Person” means an individual, enterprise, corporation, partnership, association, limited partnership, limited liability company, firm, society or any other group acting as a unit.

“Premises” means a lot, plot or parcel of land, including its building or structures.

“Public Nuisance” means a building or structure that is a menace to the public health, welfare or safety, that is structurally unsafe or does not provide adequate safe egress, constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable or that, in relation to its existing use, constitutes a hazard to the public health, wealth or safety by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. Public nuisance includes any “dangerous building” as defined in this section.

“Repair” means work required to preserve or restore buildings and structures to their original condition or to such condition that they can be effectively used for their intended purpose.

“Required” means required by some provision of this article or another applicable Code of the City.

“Structure” means that which is built or constructed, an edifice or building of any kind or any piece of work that is built, erected or composed of parts joined or fastened together in some manner.

Sec. 5-224. Dangerous buildings constitute nuisances.

All “dangerous buildings” are hereby declared to be public nuisances, and may be repaired, vacated, moved, or demolished as provided by this article.

Sec. 5-225. Standards for repair, move, vacation, or demolition.

The following standards may be followed in substance by the building official in ordering a repair, move, demolition, and/or vacation:

- (1) If any building, structure, part of building or structure, party wall, or foundation can reasonably be repaired so that it will no longer exist in violation of the terms of this article, it may be ordered to be repaired.
- (2) If any building, structure, part of building or structure, party wall, or foundation can reasonably be moved so that it will no longer exist in violation of the terms of this article, it may be ordered to be moved.
- (3) In any case where any building, structure, part of building or structure, party wall, or foundation is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land), it may be demolished, and in all cases where any building, structure, part of building or structure, party wall, or foundation cannot be reasonably repaired so that it will no longer exist in violation of the terms of this article, it may be demolished. In all cases where any building, structure, part of building or structure, party wall, or foundation is a fire hazard existing in violation of the terms of this article, it may be demolished.
- (4) If any building, structure, part of building or structure, party wall, or foundation is in such condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants, it may be ordered to be vacated.

Where one or more of the standards above may apply, the building official may, in his sole discretion, choose to order any one, any combination, or all of the foregoing

remedies.

Sec. 5-226. Notice from building official to abate unsafe condition.

(a) Whenever the building official of the City finds that any building, structure, part of building or structure, party wall, or foundation situated in the City is unsafe to the extent that it is a public nuisance, the building official may, as set forth in this Section, give notice to remedy the unsafe or dangerous condition of the building or structure. The notice shall identify the street address, the legal description, and the parcel identification number of the property where the building, structure, part of building or structure, party wall, or foundation is located. The notice shall set forth in detail the basis for the building official's finding and shall direct the owner or owners to take either of the following actions:

(1) In the case where repair is required, accomplish the specified repairs or improvements within a reasonable time set out in the notice, which time shall not be less than forty-five (45) days of the date of the notice or if the same cannot be repaired within that time to provide the building official with a work plan to accomplish the repairs, which plan shall be submitted within forty-five (45) days of the making of the notice and shall be subject to the approval of the building official.

(2) In the case where a move or demolition is required, move or demolish the building, structure, part of building or structure, party wall, or foundation within a reasonable time set out in the notice, which time shall not be less than forty-five (45) days of the notice.

The notice shall state that, in the event the owner does not comply within the time specified therein, the repairs, the move, or the demolition shall be accomplished by the City and the cost thereof assessed against the property. The repair, move, or demolition must be completed to the building official's satisfaction, or the same may be completed and accomplished by the City and the cost thereof assessed against the property. The notice shall inform the recipients that a public hearing as provided for by Section 5-227(a) shall be held on the finding of the building official at a date, time, and location specified in the notice.

The building official may also order that any building, structure, or part of

building or structure ordered to be repaired, moved, or demolished be vacated along such terms as the building official deems appropriate.

(b) The building official shall give the notice required by Subsection (a) of this Section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- i. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the Lee County Revenue Commissioner's Office;
- ii. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the Judge of Probate of Lee County, Alabama, at the owner or owners' last known address and at the address of the subject property;
- iii. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Lee County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the building official;
- iv. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Lee County, Alabama, to the address set forth in the statement or certificate of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the building official; and
- v. Any person who is otherwise known to the building official to have an interest in the property;

(2) By posting notice of the order, or a copy thereof, within three (3) days of the

date of mailing required by Subsection (b)(1) of this Section, at or within three feet of an entrance to the building or structure. If there is no entrance, the notice may be posted at any location on the building or structure; and

(3) By recording a lis pendens, or a copy thereof, in the office of the Judge of Probate of Lee County, Alabama, on or before the date of mailing required by Subsection (b)(1) of this Section.

(c) In addition to the required notice provisions in Subsection (b) of this Section, the building official may, in his sole discretion, publish a short form of the notice described in Subsection (a) of this Section in a newspaper of general circulation in Lee County, Alabama.

(d) A failure by the City Council to act on the findings of the building official within one hundred eighty (180) days from the date of mailing required by Subsection (b)(1) of this Section shall constitute an abdication of the building official's findings. However, this shall in no way prevent the City from reinitiating the proceedings authorized by this article at any time so long as all the requirements of this article are satisfied anew. Furthermore, this does not require that the ordered demolition, move, or repairs take place within one hundred eighty (180) days from the date of mailing required by Subsection (b)(1) of this Section.

Sec. 5-227. Hearings, appeals, and extensions.

(a) After the time specified in the notice provided for by Section 5-226(a) but no less than fifty (50) days from the date the notice is given as provided for by Section 5-226(b)(1), whichever is later, if the owner of any property cited hereunder fails to comply with the notice prescribed, the City Council shall hold a public hearing to receive any objections to the finding by the building official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the finding by the building official. Any such written objection must be submitted to the City Clerk prior to the start of the City Council meeting at which the public hearing is held. No action shall be taken on the finding of the building official until determination thereon is made by the City Council.

(b) Upon holding the hearing, the City Council may determine whether or not the

building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council may take either of the following actions:

(1) In the case where repair is required, order repair of the building at the expense of the City and assess the expenses of the repair on the land on which the building stands or to which it is attached.

(2) In the case where a move or demolition is required, order moving or demolition of the building at the expense of the City and assess the expenses of the move or demolition on the land on which the building stands or to which it is attached. The City Council may also order that any building, structure, or part of building or structure to be repaired, moved, or demolished be vacated along such terms as the City Council deems appropriate.

(c) Any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of the appeal and bond for security of costs in the form and amount to be approved by the Circuit Clerk. Upon filing of the notice of appeal and approval of the bond, the Circuit Clerk of the court shall serve a copy of the notice of appeal on the City Clerk and the appeal shall be docketed in the Circuit Court, and shall be a preferred case therein. The City Clerk shall, upon receiving the notice, file with the Circuit Clerk a copy of the findings and determination of the City Council in its proceedings. Any trials shall be held without jury upon the determination of the City Council that the building or structure is unsafe to the extent that it is a public nuisance.

(d) After twenty (20) days of the decision of the City Council, if a repair, move, or demolition is ordered by the City Council and if an appeal has not been taken to the Circuit Court as provided for by Subsection 5-227(c), then the repair, move, or demolition may be accomplished by the City by the use of its own forces, or it may provide by contract for the repair or demolition. In the event that an appeal is taken to the Circuit Court as provided for by Subsection 5-227(c), once a judgment authorizing a repair, move, or demolition becomes final as provided by law, then the repair, the move, or the demolition may be accomplished by the City by the use of its own forces, or it may provide by contract for the repair, the move, or the demolition.

(e) A failure by the City to accomplish the repair, move, or demolition of a building,

structure, part of building or structure, party wall, or foundation within one hundred eighty (180) days of the passage of the resolution ordering the same shall constitute an abdication of the City Council's order unless one of the following conditions is satisfied:

(1) An aggrieved party has filed an appeal pursuant to or allegedly pursuant to this Article;

(2) A court of competent jurisdiction has enjoined or otherwise halted the repair, move, or demolition;

(3) All parties identified by the building official pursuant to Section 5-226(b)(1) have entered into a written agreement allowing for an extended period of time within which the repair, move, or demolition may be accomplished;

(4) All parties identified by the building official pursuant to Section 5-226(b)(1) have noted at a meeting of the City Council their agreement allowing for an extended period of time within which the repair, move, or demolition may be accomplished and the agreement is reflected in the minutes of the City Council; or

(5) Further action is taken by the City Council as provided by Subsection (f) of this Section.

(f) If for any reason an ordered repair, move, or demolition cannot be accomplished within one hundred eighty (180) days of the passage of the resolution ordering the same, the building official shall make a report of the same and the length of any desired extension to the City Council. The City Clerk shall distribute a copy of the report to the members of the City Council. The City Clerk shall set the report on the proposed extension for a public hearing at a meeting of the City Council. The City Clerk shall give no less than ten (10) days notice of the meeting at which the proposed extension is to be considered by first-class mail to all persons or entities listed in Section 5-226(b)(1). Notice shall be deemed complete upon mailing. Any person, firm, or corporation having an interest in the property may be heard at the meeting as to any objection to the proposed extension or the length thereof. Following the public hearing, the City Council may adopt a resolution extending the time for the repair, move, or demolition to be accomplished for such period of time as it deems necessary. The City Council need not order an extension before the time to complete the repair, move, or demolition expires in order for the extension to be effective, but if the City Council desires to extend the time

to complete the repair, move, or demolition, then the City Council must order the extension no more than sixty days after the expiration of the then existing deadline to complete the repair, move, or demolition.

(g) Nothing in this article shall prevent the City from reinitiating the proceedings authorized by this article at any time so long as all the requirements of this article are satisfied anew.

(h) The City may sell or otherwise dispose of salvaged materials resulting from any demolition pursuant to this article.

Sec. 5-228. Fixing of costs as final assessment.

(a) Upon repair, move, or demolition of the building or structure, the building official shall make a report to the City Council of the cost thereof by tendering a copy of the report to the City Clerk. The City Clerk shall distribute a copy of the report to the members of the City Council. The proceeds of any moneys received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of demolition. The City Clerk shall set the report of costs for a public hearing at a meeting of the City Council.

(b) The City Clerk shall give no less than ten (10) days notice of the meeting at which the fixing of the costs is to be considered by first-class mail to all persons or entities listed in Section 5- 226(b)(1). Notice shall be deemed complete upon mailing.

(c) Any person, firm, or corporation having an interest in the property may be heard at the meeting as to any objection to the fixing of the costs or the amounts thereof.

(d) Following the public hearing, the City Council may adopt a resolution fixing the costs which it finds were reasonably incurred in the repair, the move, or the demolition and assessing the costs against the lot or lots, parcel or parcels of land upon which the building or structure was located (“the final assessment”).

Sec. 5-229. Tax lien for the final assessment of a move or demolition.

(a) The final assessment for a move or demolition once made and confirmed by the City Council shall constitute a lien on the property for the amount of the final assessment. The lien shall be superior to all other liens on the property except liens for taxes, and shall continue in force until paid. The City Clerk or Revenue Officer shall file a certified copy of the resolution in the office of the Judge of Probate of Lee County, Alabama, and with the Lee County Revenue Commissioner's office. In the case of a final assessment resulting from a move or demolition accomplished pursuant to this Article, upon filing, the tax collector or revenue commissioner of the county shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax and remit the amount to the City.

(b) The City may assess the final assessment of a move or demolition against any lot or lots, parcel or parcels of land purchased by the State of Alabama at any sale for the nonpayment of taxes, and where the assessment is made against the lot or lots, parcel or parcels of land, a subsequent redemption thereof by any person authorized to redeem, or sale thereof by the state, shall not operate to discharge, or in any manner affect the lien of the City for the assessment, but any redemptioner or purchaser at any sale by the state of any lot or lots, parcel or parcels of land upon which an assessment has been levied, whether prior to or subsequent to a sale to the state for the nonpayment of taxes, shall take the same subject to the assessment. The assessment shall then be added to the tax bill of the property, collected as a tax, and remitted to the City.

Sec. 5-230. Payment of assessments.

(a) Payment of a final assessment resulting from a move or demolition accomplished pursuant to this article shall be made in the manner and as provided for the payment of municipal improvement assessments in Section 11-48-48 of the Code of Alabama (1975), as the same has heretofore or may hereafter be amended. Upon the property owner's failure to pay the assessment, the officer designated by the City to collect the assessments shall proceed to collect the assessment as provided in Sections 11-48-49 to 11-48-60, inclusive, of the Code of Alabama (1975). The City may, in the latter notice, elect to have the Lee County Revenue Commissioner collect the assessment by adding the assessment to the tax bill. Upon the election, the Revenue Commissioner shall collect the assessment using all methods available for collecting ad valorem taxes.

(b) Payment of a final assessment resulting from a repair accomplished pursuant to this article shall be made in the manner and as provided in Section 11-53B-7 of the Code of

Alabama (1975), as the same has heretofore or may hereafter be amended. Upon the property owner's failure to pay the assessment, the officer designated by the City to collect the assessments shall proceed to collect the assessment as provided in Sections 11-53B-8 to 11-53B-14, inclusive, of the Code of Alabama (1975).

Sec. 5-231. Emergency action.

(a) The building official is hereby authorized to initiate the immediate repair, move, or demolition of a building, structure, or portion thereof when in the opinion of the building official such emergency action is required due to imminent danger of structural collapse endangering adjoining property, the public right of way, or human life or health. In the case of emergency action pursuant to this Subsection (a), the building official may promptly cause such building, structure, or portion thereof to be made safe, secured, or removed. For this purpose, the building official may at once enter such structure with such assistance and at such cost as the building official may deem necessary. The building official may vacate adjacent structures and protect the public by appropriate fence or such other means as may be necessary, and for this purpose, the building official may close a public or private way.

(b) Alternatively, the City Council is hereby authorized to, by resolution or motion reflected upon the minutes of its proceedings, order the immediate repair, move, or demolition of a building, structure, or portion thereof when in the opinion of the City Council such emergency action is required due to imminent danger of any type endangering adjoining property, the public right of way, or human life or health. In the case of emergency action pursuant to this Subsection (b), the City Council may promptly order and cause such building, structure, or portion thereof to be made safe, secured, or removed. The City Council may vacate adjacent structures and protect the public by appropriate fence or such other means as may be necessary, and for this purpose, the City Council may close a public or private way.

(c) To the extent that the circumstances allow without furthering the risk of harm or danger, prior to taking any action, the building official or the City Council as applicable shall attempt to give actual notice of the proposed action to those persons and/or entities identified in Section 5-226(b)(1) and seek to secure their cooperation.

(d) In the case of any action taken pursuant to this Section, the building official shall prepare a declaration of the emergency that shall set forth in detail the reason or reasons for emergency repair, move, or demolition. The declaration shall identify the street

address, the legal description, and the parcel identification number of the property where the building, structure, or portion thereof is located. The building official shall serve, post, and file the declaration as soon as practicable as provided for the service of a notice in Section 5-226(b). The building official shall also provide the declaration to the City Council by tendering a copy of the report to the City Clerk. The City Clerk shall distribute a copy of the report to the members of the City Council.

(e) The cost of the emergency action may be fixed by the City Council and shall be assessed pursuant to this article in the same manner provided for non-emergency repairs, moves, or demolitions.

(f) In cases of emergency action pursuant to this Section, the decision of the building official and/or the City Council, as applicable, shall be final, and there shall be no right to appeal the decision of the building official and/or the City Council, as applicable, in the case of an emergency.

Sec. 5-232. Duties of the Fire Department.

The employees of the Fire Department shall make a report in writing to the building official of all buildings or structures which are, may be, or are suspected to be “dangerous buildings.” Such reports should be delivered to the building official within twenty-four (24) hours of the discovery of such buildings by an employee of the Fire Department.

Sec. 5-233. Duties of the Police Department.

All employees of the Police Department shall make a report in writing to the building official of all buildings or structures which are, may be, or are suspected to be “dangerous buildings.” Such reports should be delivered to the building official within twenty-four (24) hours of the discovery of such buildings by an employee of the Police Department.

Sec. 5-234. Building official-authority to inspect.

(a) Whenever necessary to make an inspection to enforce any provisions of this article, or whenever the building official or his authorized representative has reasonable cause to

believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this article which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this article, provided that if said structure or premises is occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

(b) No person, owner or occupant of any building shall refuse to permit entry into any building, structure or premises or onto any property by the building official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to this article. Any person violating this section shall be guilty of a misdemeanor and subject to the fines and penalties as stated in Section 5-235 of this Code.

Sec. 5-235. Enforcement and penalties.

(a) It shall be unlawful for any person, or for any agent, servant or employee of such person, to fail to comply with an order or notice given pursuant to this article.

(b) It shall be unlawful for any person, or for any agent, servant or employee of such person, to fail or refuse to perform any duty imposed by this article.

(c) It shall be unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the building official in carrying out the purposes of this article.

(d) It shall be unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with a repair, move, or demolition ordered pursuant to this article by remaining upon the premises or in such proximity to the premises and at such a time and location where the work cannot be accomplished without endangering the life, health, safety, or general welfare of himself or another person.

(e) It shall be unlawful for any person, or for any agent, servant or employee of such

person, to mutilate, destroy, tamper with, or remove a notice posted pursuant to Section 5-226(b)(2) or Section 5-231(d).

(f) It shall be unlawful for any person, including an occupant or lessee in possession, to fail to comply with any notice to vacate pursuant to this article.

(g) It shall be unlawful for any person to enter, access, or be upon a building, structure, part of building or structure, party wall, or foundation that the building official has ordered to be vacated and that is the subject of a notice pursuant to Section 5-226 or a declaration pursuant to Section 5-231 except for the purposes of demolishing the same, of moving the same, or of making the required repairs.

(h) It shall be unlawful for any person who has received a notice pursuant to Section 5-226 or a declaration pursuant to Section 5-231 to sell, transfer, mortgage, lease, encumber, or otherwise dispose of such building, structure, part of building or structure, party wall, or foundation that is the subject of notice to another until such person shall first furnish the grantee, transferee, mortgagee, or lessee a true copy of the notice served pursuant to Section 5-226 or the declaration served pursuant to Section 5-231 and shall furnish to the City building official a signed and notarized statement from the grantee, transferee, mortgagee, or lessee acknowledging the receipt of the notice served pursuant to Section 5-226 or the declaration served pursuant to Section 5-231 and fully accepting the responsibility without condition for making the corrections or repairs required by such notice served pursuant to Section 5-226 or Section 5-231.

(i) A violation of this Section shall be punishable by a fine not to exceed the sum of five hundred (\$500) for each offense, and if a willful violation, by imprisonment, not to exceed six months, or both, at the discretion of the court trying the same. Each day shall constitute a separate offense.

(j) The penalties and remedies provided by this article shall not apply to the City or any official (elected or appointed), agent, officer, or employee of the City who is administering this article or otherwise performing its, his, or her official duties.

Sec. 5-236. Civil remedies.

The continued or recurrent performance of any act or acts deemed unlawful under

Section 5-234 or Section 5-235 of this article is hereby declared to be detrimental to the health, safety, comfort and convenience of the public and is a nuisance. The City, as an additional or alternative remedy, may institute injunctive proceedings in a court of competent jurisdiction to abate the same or proceed as otherwise authorized under law to address nuisances.

Sec. 5-237. No effect on immunities.

This article is adopted only to provide a service for the public as a whole, and is not for the benefit of any individual person or entity. By the adoption of this article, the City and its agents, officers, and employees accept no duty for the benefit (intended or unintended) of any person, including but not limited to any owner, mortgagee, lien holder, landlord, tenant, occupant, roomer, invitee of any type, trespasser, or any of their agents, officers, or employees. Any duty alleged to arise under this article on the part of the City or any of its agents, officers, or employees for the benefit of any person is hereby expressly rejected. The City and its agents, officers, and employees hereby expressly reserve all applicable immunities existing under any doctrine, authority, or law (whether under the common law, statute, or otherwise), including but not limited to substantive immunity, qualified immunity, and discretionary function immunity. Save for the powers and remedies that this article gives to the City and to its agents, officers, and employees who are administering this article or otherwise performing its, his, or her official duties, this article does not create any private cause of action for the benefit of any person.

Sec. 5-238. Cumulative effect.

This article is cumulative in nature and is in addition to any power and authority that the City may have under any other law.

Section 2. Effect on Existing Prosecutions and Actions. The adoption of this Ordinance shall not in any manner affect any prosecution of any act illegally done contrary to the provisions of any ordinance now or heretofore in existence, and every such prosecution, whether begun before or after the enactment of this Ordinance shall be governed by the law under which the offense was committed; nor shall a prosecution, or the right to prosecute, for the recovery of any penalty or the enforcement of any forfeiture or lien be in any manner affected by the adoption of this Ordinance; nor shall any civil action or cause of action existing prior to or at the time of the adoption of this Ordinance be affected in any manner by its adoption.

Section 3. **Incorporation in the *Code of Ordinances*.** The provisions of this Ordinance shall be included in and incorporated in the *Code of Ordinances* of the City of Opelika, Alabama, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the *Code*.

Section 4. **Conflict.** All former ordinances or parts thereof which are in conflict with this Ordinance are repealed in their entirety to the extent they are in conflict.

Section 5. **Severability Clause.** If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of valid jurisdiction, then such holding shall in no way affect the validity of the remaining portion of this Ordinance.

Section 6. **Effective Date.** This ordinance and the section adopted shall become effective and enforced immediately upon its passage and publication as required by law.

Section 7. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2015.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2015.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK