



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
July 7, 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
4. PLEDGE OF ALLEGIANCE
5. READING OF MINUTES
 1. CM Minutes of 6-16-15
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request for Temporary Street Closure / National Night Out
 2. Request by City Cafe for a Retail Beer & Wine on Premise License.
 3. Request by Taste of Asia for a Restaurant Retail Liquor & Retail Beer on Premise License.
 4. Public Hearing Weed Abatement Assessment - 100 Cottage Ct
 5. Public Hearing Weed Abatement Assessment - 101 Cottage Ct.
 6. Public Hearing Weed Abatement Assessment - 102 Cottage Ct.
 7. Public Hearing Weed Abatement Assessment - 103 Cottage Ct.
 8. Public Hearing Weed Abatement Assessment - 104 Cottage Ct.
 9. Public Hearing Weed Abatement Assessment - 106 Cottage Ct.
 10. Public Hearing Weed Abatement Assessment - 108 Cottage Ct
12. AWARDING OF BIDS
 1. Three (3) Thermal Imaging Cameras - FD
13. RESOLUTIONS

1. Weed Abatement Assessment - 100 Cottage Ct.
 2. Weed Abatement Assessment - 101 Cottage Ct.
 3. Weed Abatement Assessment - 102 Cottage Ct.
 4. Weed Abatement Assessment - 103 Cottage Ct.
 5. Weed Abatement Assessment - 104 Cottage Ct.
 6. Weed Abatement Assessment - 106 Cottage Ct.
 7. Weed Abatement Assessment - 108 Cottage Ct.
 8. Expense Reports from Various Depts.
 9. Designate City Personal Property Surplus and Authorize Disposal
 10. Purchase One (1) 2015 Peterbilt Model 320 Chassis with McNeilus Model 2849 Body - SW
 11. Grant Application / Your Town AL 2015
 12. Authorize a Temporary Fire Lieutenant Position
 13. First Amendment to License Agreement Between the City of Opelika, Alabama, and Eat Here, Inc. (Niffer's)
 14. Authorizing an Engagement Letter with Bradley Arant Boult Cummings, LLP
 15. Tax Abatement - Cumberland Plastic Systems & Spartan Partners
 16. Agreement for a Transportation Planning Process / Auburn/Opelika Urbanized Area
 17. Purchase Traffic Control Signal Cabinet, Hardware & Poles.
14. ORDINANCES
1. Lease Agreement with Terry Henderson
15. APPOINTMENTS
16. ADJOURN

RESOLUTION NO. (ID # 1168)

CM Minutes of 6-16-15



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 204 South 7th Street
June 16, 2015
TIME: 7:00 PM

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

Councilman Canon provided the invocation.

4. Pledge of Allegiance

Councilman Canon provided the Pledge of Allegiance.

5. Reading of Minutes
 1. CM Minutes of 6-02-15

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

6. Unfinished Business

7. Remarks By the Mayor (Mayor Fuller absent - economic development trip)

1. Financial Report for May 2015
Presented by Joey Motley, City Administrator.
2. May 2015 Building Report
Presented by Joey Motley, City Administrator.
3. May 2015 Monthly Detailed Building Report
Presented by Joey Motley, City Administrator.
4. June 2015 Year to Date Building Report
Presented by Joey Motley, City Administrator.
5. Proclamation for Juneteenth Celebration Week - June 14-20.
Presented by Councilman Gray.

8. Citizen Communications

(Limit comments to five minutes or less)

1. Clarence Harris stated he has some concerns about weeds and flooding in certain areas of the city. The street resurfacing is up to the top of the curb on some streets. There are many sidewalks that are need of repair. I ask for the Mayor and City Council to come together and check on these issues. We can do better. We need to properly maintain what we have. I am asking for your help. Thank you.
2. Oscar Penn stated there is a situation on Oak Court where a property owner is wanting to put tubicle green houses on his property. Jerry Kelly and Jerry Bush in the Planning department are aware of this. We are trying to revitalize our neighborhood and don't need this. I am asking the Mayor and City Council for your help. Thanks you. President Smith asked Joey Motley to check into this matter.
9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by Asian Supermarket for a Beer & Wine Off Premise License.

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

2. Request by About Thyme Catering for an Alcoholic Beverage Special Events Retail License.

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

3. Public Hearing Weed Abatement Assessment - 225 Vero Court

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing Weed Abatement Assessment - 12 East Johnson Avenue

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing Weed Abatement Assessment - 229 Vero Court

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing Weed Abatement Assessment - 307 S 4Th St

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing Weed Abatement Assessment - 505 S 4Th St.

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. Tahira Sohail passed out a letter to the Council asking the City Council to not assess said property because she has been out of the state and did not receive the notices. President Smith thanked her for the information but, stated that there was not anything the Council could do at this point since the City has already paid to have the weeds abated. President Smith closed the public hearing.

8. Public Hearing Weed Abatement Assessment - 600 Meadow Ave

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

9. Public Hearing Weed Abatement Assessment - 706 Geneva St.

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

10. Public Hearing Weed Abatement Assessment - 1108 Chandler Ave

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

11. Public Hearing Weed Abatement Assessment - 1625 3Rd Ave

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

12. Public Hearing Weed Abatement Assessment - 1628 Pepperell Pkwy

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

13. Public Hearing Weed Abatement Assessment - 1209 Magnolia St.

President Smith opened the public hearing asking if there is anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 135-15 One (1) V6 145" Wheelbase 1/2 Ton Standard Cab Pick-Up Truck -
Inspection

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith

ABSENT: Dozier Smith T

13. Resolutions

1. Resolution 136-15 Weed Abatement Assessment - 225 Vero Court
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
2. Resolution 137-15 Weed Abatement Assessment - 12 East Johnson Avenue
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
3. Resolution 138-15 Weed Abatement Assessment - 229 Vero Court
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
4. Resolution 139-15 Weed Abatement Assessment - 307 S 4Th St
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
5. Resolution 140-15 Weed Abatement Assessment - 505 S 4Th St
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
6. Resolution 141-15 Weed Abatement Assessment - 600 Meadow Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
7. Resolution 142-15 Weed Abatement Assessment - 706 Geneva St.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
8. Resolution 143-15 Weed Abatement Assessment - 1108 Chandler Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member

- SECONDER:** Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
9. Resolution 144-15 Weed Abatement Assessment - 1625 3Rd Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
10. Resolution 145-15 Weed Abatement Assessment 1628 Pepperell Pkwy
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
11. Resolution 146-15 Weed Abatement Assessment - 1209 Magnolia St.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
12. Resolution 147-15 Expense Report
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
13. Resolution 148-15 Designate City Personal Property Surplus and Authorize Disposal
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
14. Resolution 149-15 Emergency Repair - Bar Screen - Wastewater
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T
15. Resolution 150-15 Daewon Tax Abatement
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
ABSENT: Dozier Smith T

16. Resolution 151-15 Proclaiming August 4Th, 2015 National Night Out

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith

ABSENT: Dozier Smith T

17. Resolution 152-15 Debris Management Plan

RESULT: APPROVED [UNANIMOUS]

MOVER: Larry Gray, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith

ABSENT: Dozier Smith T

18. Resolution 153-15 Expense Report for President Eddie Smith

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith

ABSENT: Dozier Smith T

14. Ordinances

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

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Larry Gray, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith

ABSENT: Dozier Smith T

15. Appointments

None.

16. Adjourn

1. Motion to adjourn at 7:40PM.

These City Council meeting minutes of 6-16-15 are hereby adopted and approved this the _____ 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: Larry Gray, Council Member

AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith

ABSENT: Dozier Smith T



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1194)

Meeting: 07/07/15 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1194

Request for Temporary Street Closure / National Night Out

Shuman, Robert

From: McEachern, John
Sent: Tuesday, June 30, 2015 3:27 PM
To: Shuman, Robert; mattie clark
Cc: Holley, Bob; Foxe, K C
Subject: National Night Out Parade Route/Road Closure Request of City Council...

Mr. Shuman:

Please accept this parade route information/road closure request as it relates to the National Night Out event to be held on Tuesday, August 4th, 2015. I submit this request to you and the City Council on behalf of Mattie Clark, Event Coordinator, for the National Night event.

1. The event is named: National Night Out Celebration and is sponsored by the National Night Out.
2. The date of the parade request is Tuesday, August 4th, 2015
3. The start time will be 5:00 p.m. and the end will be 6:00 p.m. (this is the parade route event time)
 - The actual time of the entire event is 5-8:30 p.m.
4. Estimated number of participants is 300
5. In lieu of a detailed map, the parade route will be as follows: Begin on W.E. Morton Blvd. @ Antioch Baptist Church and proceed west towards Toomer Street. Turn left onto Toomer Street and proceed north until Carver Avenue. Turn right onto Carver Avenue (west) until entrance into Covington Park and end.

There is no request for barricades, as the entire parade will be led and followed by marked police units which will block intersections.

Please feel free to contact me should you have any questions, and thank you for including this request in Minute Trak!

Chief John McEachern



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1185)

Meeting: 07/07/15 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Martha Wright
Sponsors:

DOC ID: 1185

Request by City Cafe for a Retail Beer & Wine on Premise License.

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 1195)**

Meeting: 07/07/15 07:00 PM

Department: Purchasing and Revenue

Category: Business & Alcohol License

Prepared By: Martha Wright

Initiator: Martha Wright

Sponsors:

DOC ID: 1195

Request by Taste of Asia for a Restaurant Retail Liquor & Retail Beer on Premise License.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/07/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Jerry Bush

Sponsors: Chief Building Inspector Jeff Kappelman

GENERAL BUSINESS (ID # 1170)

DOC ID: 1170

Public Hearing Weed Abatement Assessment - 100 Cottage Ct

WEED ABATEMENT INVOICE

Date: 06/24/2015

**To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830**

**Property Address:
100 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-113.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>30.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>42.98</u>

Attachment: WEED INVOICE (1170 : Public Hearing Weed Abatement Assessment - 100 Cottage Ct)

To: Cedar Creek of East Alabama
1265 Taylor Ct.
Auburn al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
100 Cottage Court, Parcel 43-03-09-30-0-000-113.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 100 Cottage Court, Parcel No. 113.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$42.98.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day of July, 2015.

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

Dated this the 23rd day of June, 2015.

Jerry Bush
Code Enforcement Officer

Cc: Joey Motley – City Administrator
Jeff Kappelman – Chief Building Inspector
Jerry Bush – Code Enforcement Officer
Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/07/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Jerry Bush

Sponsors: Chief Building Inspector Jeff Kappelman

GENERAL BUSINESS (ID # 1172)

DOC ID: 1172

Public Hearing Weed Abatement Assessment - 101 Cottage Ct.

WEED ABATEMENT INVOICE

Date: 06/23/2015

**To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830**

**Property Address:
101 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-112.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>25.00</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>31.49</u>

Attachment: WEED INVOICE (1172 : Public Hearing Weed Abatement Assessment - 101 Cottage Ct.)

To: Cedar Creek of East Alabama LLC
 1265 Taylor Ct.
 Auburn Al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 101 Cottage Court, Parcel 43-03-09-30-0-000-112.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 101 Cottage Court, Parcel No. 112.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$31.49.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day July, 2015.

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

Dated this the 23rd day of June, 2015.

 Jerry Bush
 Code Enforcement Officer

Cc: Joey Motley – City Administrator
 Jeff Kappelman – Chief Building Inspector
 Jerry Bush – Code Enforcement Officer
 Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/07/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Jerry Bush

Sponsors: Chief Building Inspector Jeff Kappelman

GENERAL BUSINESS (ID # 1174)

DOC ID: 1174

Public Hearing Weed Abatement Assessment - 102 Cottage Ct.

WEED ABATEMENT INVOICE

Date: 06/23/2015

**To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830**

**Property Address:
102 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-114.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>37.50</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>43.99</u>

Attachment: WEED INVOICE (1174 : Public Hearing Weed Abatement Assessment - 102 Cottage Ct.)

To: Cedar Creek of East Alabama LLC
 1265 Taylor Ct.
 Auburn Al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 102 Cottage Court, Parcel 43-03-09-30-0-000-114.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 102 Cottage Ct, Parcel No. 114.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$43.99.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day July, 2015.

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

Dated this the 23 day of June, 2015.

 Jerry Bush
 Code Enforcement Officer

Cc: Joey Motley – City Administrator
 Jeff Kappelman – Chief Building Inspector
 Jerry Bush – Code Enforcement Officer
 Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/07/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Jerry Bush

Sponsors: Chief Building Inspector Jeff Kappelman

GENERAL BUSINESS (ID # 1176)

DOC ID: 1176

Public Hearing Weed Abatement Assessment - 103 Cottage Ct.

WEED ABATEMENT INVOICE

Date: 06/23/2015

**To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830**

**Property Address:
103 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-111.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>111.00</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>117.49</u>

Attachment: WEED INVOICE (1176 : Public Hearing Weed Abatement Assessment - 103 Cottage Ct.)

To: Cedar Creek of East Alabama LLC
 1265 Taylor Ct.
 Auburn Al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 103 Cottage Court, Parcel 43-03-09-30-0-000-111.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 103 Cottage Court, Parcel No. 111.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$117.49.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th of day July, 2015.

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

Dated this the 23 day of June, 2015.

 Jerry Bush
 Code Enforcement Officer

Cc: Joey Motley – City Administrator
 Jeff Kappelman – Chief Building Inspector
 Jerry Bush – Code Enforcement Officer
 Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/07/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Jerry Bush

Sponsors: Chief Building Inspector Jeff Kappelman

GENERAL BUSINESS (ID # 1178)

DOC ID: 1178

Public Hearing Weed Abatement Assessment - 104 Cottage Ct.

WEED ABATEMENT INVOICE

Date: 06/23/2015

**To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830**

**Property Address:
104 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-115.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>72.10</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>78.59</u>

Attachment: WEED INVOICE (1178 : Public Hearing Weed Abatement Assessment - 104 Cottage Ct.)

To: Cedar Creek of East Alabama LLC
 1265 Taylor Ct.
 Auburn AL. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 104 Cottage Court, Parcel 43-03-09-30-0-000-115.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 104 Cottage Court, Parcel No. 115.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$78.59.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day July, 2015.

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

Dated this the 23 day of June, 2015.

 Jerry Bush
 Code Enforcement Officer

Cc: Joey Motley – City Administrator
 Jeff Kappelman – Chief Building Inspector
 Jerry Bush – Code Enforcement Officer
 Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1180)

Meeting: 07/07/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Jerry Bush

Sponsors: Chief Building Inspector Jeff Kappelman

DOC ID: 1180

Public Hearing Weed Abatement Assessment - 106 Cottage Ct.

WEED ABATEMENT INVOICE**Date: 06/23/2015****To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830****Property Address:
106 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-116.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 72.00

Certified mail: 6.49

Misc.

Total 78.49

Attachment: WEED INVOICE (1180 : Public Hearing Weed Abatement Assessment - 106 Cottage Court)

To: Cedar Creek of East Alabama LLC
 1265 Taylor ct.
 Auburn Al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 106 Cottage Court, Parcel 43-03-09-30-0-000-116.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 106 Cottage Court, Parcel No. 116.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$78.49.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day of July, 2015.

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

Dated this the 23rd day of June, 2015.

 Jerry Bush
 Code Enforcement Officer

Cc: Joey Motley – City Administrator
 Jeff Kappelman – Chief Building Inspector
 Jerry Bush – Code Enforcement Officer
 Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/07/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Jerry Bush

Sponsors: Chief Building Inspector Jeff Kappelman

GENERAL BUSINESS (ID # 1182)

DOC ID: 1182

Public Hearing Weed Abatement Assessment - 108 Cottage Ct

WEED ABATEMENT INVOICE

Date: 06/23/2015

**To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830**

**Property Address:
108 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-117.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>90.00</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>96.49</u>

Attachment: WEED INVOICE (1182 : Public Hearing Weed Abatement Assessment - 108 Cottage Ct)

To: Cedar Creek of East Alabama LLC
 1265 Taylor Ct.
 Auburn Al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 108 Cottage Court, Parcel 43-03-09-30-0-000-117.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 108 Cottage Court, Parcel No. 117.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$96.49.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day July, 2015.

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

Dated this the 23 day of June, 2015.

 Jerry Bush
 Code Enforcement Officer

Cc: Joey Motley – City Administrator
 Jeff Kappelman – Chief Building Inspector
 Jerry Bush – Code Enforcement Officer
 Guy. F. Gunter, III – City Attorney



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1188)

Meeting: 07/07/15 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1188

Three (3) Thermal Imaging Cameras - FD

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a purchase of three (3) Thermal Imaging Cameras for the Fire Department of the City of Opelika; and

WHEREAS, Advance Rescue Solutions was the lowest bidder, but did not meet specifications; and

WHEREAS, North Alabama Fire Equipment Co., Inc. submitted the low bid meeting the specifications; and

WHEREAS, this is a budgeted purchase from Capital Outlay;

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

1. That the bid be awarded to North Alabama Fire Equipment Co., Inc.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to North Alabama Fire Equipment Co., Inc. on their bid meeting specifications for a total amount of \$20,985.00.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That Mayor Gary Fuller is hereby authorized to execute all documents pertaining to this purchase.

APPROVED AND ADOPTED this the ____ day of _____ 2015.

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

Bids (ID # 1188)

Meeting of July 7, 2015

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #B15-021 – We are asking the Council to approve a contract for three (3) Thermal Imaging Cameras

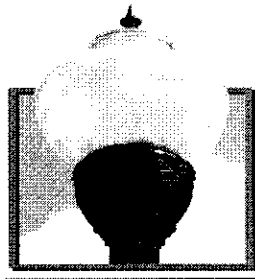
FACTS:

- Bid opening date – 6/22/15
- User Department – Fire Dept.
- The bid was mailed to 10 vendors
- 2 bids received
- Budgeted purchase from Capital Outlay
- Bid tabulation sheet attached
 - Advance Rescue Solutions was the lowest bidder, but did not meet specifications

RECOMMENDATION:

- **Recommend award bid to North Alabama Fire Equipment Co., Inc. on their bid meeting specifications in the total amount of \$20,985.00**

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*The City Of**Opelika**Alabama*

Fire Department

Telephone 334-705-5300

Fax 334-705-5307

Mrs. Finley

After careful consideration of the received bids for Thermal Imaging Cameras, the Opelika Fire Department has found that the bid from Mitchell & Associates (Advance Rescue Solutions) does not meet the required specifications.

In the technical specifications, the above vendor stated that they were compliant but the documentation and specification sheet provided for the camera states otherwise. The vendor did not meet the technical specifications for point 1.1, 1.4 and 1.7 of the operational requirements of the camera. We contacted the vendor and questioned them about the differences, to which they stated that their product does not meet the requested specifications of the Opelika Fire Department.

It is in the best interest of the Opelika Fire Department to reject this bid due to not meeting the required specifications and accept the next lowest bid.

Byron Prather
Fire Chief

RESOLUTION NO. (ID # 1171)

Weed Abatement Assessment - 100 Cottage Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
100 Cottage Court, Parcel No. 113.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 100 Cottage Court, parcel no. 113.000 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 100 Cottage Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of July 2015 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$42.98 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 100 Cottage Court, Parcel no. 113.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-30-0-000-113.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add

the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 06/24/2015****To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830****Property Address:
100 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-113.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>30.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>42.98</u>

Attachment: WEED INVOICE (1171 : Weed Abatement Assessment - 100 Cottage Ct.)

RESOLUTION NO. (ID # 1173)

Weed Abatement Assessment - 101 Cottage Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
101 Cottage Court, Parcel No. 112.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 101 Cottage Court, parcel no. 112.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 101 Cottage Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of July, 2015 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$31.49 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 101 Cottage Court, Parcel no. 112.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-30-0-000-112.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: 06/23/2015

**To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830**

**Property Address:
101 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-112.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>25.00</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>31.49</u>

Attachment: WEED INVOICE (1173 : Weed Abatement Assessment - 101 Cottage Ct.)

RESOLUTION NO. (ID # 1175)

Weed Abatement Assessment - 102 Cottage Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
102 Cottage Court, Parcel No. 114.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 102 Cottage Court, parcel no. 114.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 102 Cottage Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of July, 2015 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$43.99 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 102 Cottage Court, Parcel no. 114.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-30-0-000-114.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE**Date: 06/23/2015****To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830****Property Address:
102 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-114.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>37.50</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>43.99</u>

Attachment: WEED INVOICE (1175 : Weed Abatement Assessment - 102 Cottage Ct.)

RESOLUTION NO. (ID # 1177)

Weed Abatement Assessment - 103 Cottage Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
103 Cottage Court, Parcel No. 111.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 103 Cottage Court, parcel no. 111.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 103 Cottage Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of July, 2015 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$117.49 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 103 Cottage Court, Parcel no. 111.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-30-0-000-111.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: 06/23/2015

To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830

Property Address:
103 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-111.000

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 111.00

Certified mail: 6.49

Misc. _____

Total	<u>117.49</u>
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Attachment: WEED INVOICE (1177 : Weed Abatement Assessment - 103 Cottage Ct.)

RESOLUTION NO. (ID # 1179)

Weed Abatement Assessment - 104 Cottage Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
104 Cottage Court, Parcel No. 115.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 104 Cottage Court, parcel no. 115.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 104 Cottage Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of July, 2015 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$78.59 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 104 Cottage Court, Parcel no. 115.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-30-0-000-115.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 06/23/2015****To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830****Property Address:
104 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-115.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>72.10</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>78.59</u>

Attachment: WEED INVOICE (1179 : Weed Abatement Assessment - 104 Cottage Ct.)

RESOLUTION NO. (ID # 1181)

Weed Abatement Assessment - 106 Cottage Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
106 Cottage Court, Parcel No. 116.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 106 Cottage Court, parcel no. 116.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 106 Cottage Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of July, 2015 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$78.49 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 106 Cottage Court, Parcel no. 116.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-30-0-000-116.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 06/23/2015****To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830****Property Address:
106 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-116.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>72.00</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>78.49</u>

Attachment: WEED INVOICE (1181 : Weed Abatement Assessment - 106 Cottage Court)

RESOLUTION NO. (ID # 1183)

Weed Abatement Assessment - 108 Cottage Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
108 Cottage Court, Parcel No. 117.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 108 Cottage Court, parcel no. 117.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 108 Cottage Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of July, 2015 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

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

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

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

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

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$96.49 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 108 Cottage Court, Parcel no. 117.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-30-0-000-117.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 06/23/2015****To: Cedar Creek of East Alabama LLC
1265 Taylor Ct.
Auburn Al. 36830****Property Address:
108 Cottage Ct
Opelika Al. 36801
Parcel # 03-09-30-0-000-117.000**

On May 15, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>90.00</u>
Certified mail:	<u>6.49</u>
Misc.	<u> </u>
Total	<u>96.49</u>

Attachment: WEED INVOICE (1183 : Weed Abatement Assessment - 108 Cottage Ct.)

RESOLUTION NO. (ID # 1197)

Expense Reports from Various Depts.

RESOLUTION NO. _____

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
-----	-----	-----
Kathy Daugherty	E/D	120.28
Russell Jones	ACCT	188.60
Kelly Smith	ACCT	71.18
Heather Middleton-High	H/R	83.26
Heather Middleton-High	H/R	146.06
Gary Fuller	Mayor	5,999.10
Angela Mills	P/R	71.30

-) 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

Name

Department

Expense Report

Kathy Daugherty

ECONOMIC DEVELOPMENT

Period Ending

6/24/2015

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

ITEMIZE ALL REIMBURSABLE EXPENSE WITH APPROPRIATE DATES														
Date	Day	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL	
				AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
6/23/2015	Tue	Opelika						53.53						53.53
6/23/2015	Tue	Atlanta						53.53						53.53
6/23/2015	Tue	Newnan						6.61						6.61
6/23/2015	Tue	Newnan						6.61						6.61
				</										

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL						NUMBER OF DAYS AWAY FROM HOME
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS	NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
					100%	0
					100%	% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS
					100%	0
					100%	NATURE OR PURPOSE OF TRAVEL
					100%	reimbursement for travel to Atlanta Airport to include miles to resteraunt for food
						METHOD OF REIMBURSEMENT
						☐ DEDUCT FROM M1 OR

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, TEC.	AMOUNT
6/23/2015	Opelika to Atlanta x 93.1 miles	53.53
6/23/2015	Atlanta to Opelika x 93.1 miles	53.53
6/23/2015	Newnan x 11.5 miles Stop to eat	6.61
6/23/2015	Newnan x 11.5 miles return to interstate	6.61

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY _____

EXPENSE REPORT

NAME Russell Jones DEPARTMENT Accounting PERIOD ENDING 5/20 - 5/21/2015

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

DATE	DAY	CITY AND STATE	LODGING	TRANSPORTATION			LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
				AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.				BREAKFAST	LUNCH	DINNER			
	SUN													\$ -
	MON													\$ -
	TUE													\$ -
20-May	WED	Opelika, AL						\$ 94.30						\$ 94.30
		Tuscaloosa, AL												
21-May	THU	Tuscaloosa, AL						\$ 94.30						\$ 94.30
		Opelika, AL												
	FRI													\$ -
	SAT													\$ -
WEEKLY CATEGORY TOTALS \$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188.60

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS

NUMBER OR DAYS AWAY FROM HOME

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Certified Governmental Accounting

Technician Program

METHOD OF REIMBURSEMENT

MAIL TO:

MAIL TO:

ACCOUNTING

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
20-May	164 miles x .575	\$ 94.30
21-May	164 miles x .575	\$ 94.30

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

EXPENSE REPORT

NAME Smith, Kelly DEPARTMENT Accounting PERIOD ENDING 6/30/2015

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

DATE	DAY	CITY AND STATE	LODGING	TRANSPORTATION			BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
				AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER		
	SUN											\$ -
	MON											\$ -
	TUE	OPELIKA TO MONTGOMERY & BACK					\$ 35.59					\$ 71.18
	WED											\$ -
	THU											\$ -
	FRI											\$ -
	SAT											\$ -
WEEKLY CATEGORY TOTALS \$			\$ -	\$ -	\$ -	\$ -	\$ 71.18	\$ -	\$ -	\$ -	\$ -	\$ 71.18

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS

NUMBER OR DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100

NATURE OR PURPOSE OF TRAVEL

ADECA RTP GRANT WORKSHOP

METHOD OF REIMBURSEMENT

MAIL TO:

KELLY SMITH

ACCOUNTING

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
6/30	TO MONTGOMERY 61.9 X .575	\$ 35.59
6/30	RETURN TO OPELIKA 61.9 X .575	\$ 35.59

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

EXPENSE REPORT

PERIOD ENDING

7/4/2015

NAME

Name Heather Middleton-High

DEPARTMENT

Department HR

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			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												0.00
MON												0.00
TUE	Prattville, AL										83.26	83.26
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83.26	83.26

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME

0

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Lunch & Learn Meeting with Magellan Rx and
Alliance Insurance Group

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

HR Dept

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
6/30	144.8 miles	83.26

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

EXPENSE REPORT

NAME

DEPARTMENT

PERIOD ENDING

Name Heather Middleton-High

Department HR

6/27/2015

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			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												0.00
MON												0.00
TUE												0.00
WED	Bessemer, AL										73.03	73.03
THU											73.03	73.03
FRI	Bessemer, AL											0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146.06	146.06

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
6/24	127mi	73.03
6/26	127mi	73.03

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

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

HR Training

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

HR Dept

SIGNATURE

APPROVED BY

Name

Department

Expense Report

Gary Fuller

ECONOMIC DEVELOPMENT

Period Ending

6/29/2015

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

				TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL	
Date	Day	CITY AND STATE	LODGING	AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
6/25/2015	Sun	Atlanta, GA		5999.1										5999.1

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

[illegible]

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FROM PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

Reimbursement for travel expense for trip to Korea scheduled 10/2015

METHOD OF REIMBURSEMENT

DEDUCT FROM MYOR

ITEMIZED AUTOMOBILE EXPENSES			ITEMIZED MISCELLANEOUS EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, TEC.	AMOUNT	DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Packet Pg. 75

Attachment: CM 7-01-15, expense reports (1197 : Expense Reports from Various Depts.)

gpc 28336

EVIDENCE REPORT

EXPENSE REPORT

NAME

Angela Mills

DEPARTMENT

Department Parks & Recreation

PERIOD ENDING

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	Itemize Below					
							BREAKFAST	LUNCH	DINNER			
11-Jun	Montgomery, AL					71.30						71.30
												0.00
												0.00
												0.00
												0.00
												0.00
												0.00
												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	71.30	0.00	0.00	0.00	0.00	0.00	71.30

WEEKLY TOTAL EXPENSES 71.30

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
					100%
					100%
					100%
					100%
					100%
					100%

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Softball All-Star Meeting

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE		AMOUNT
6/11	Mileage - 124 miles	71.30

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Angela Mills

Sam Bailey - Director

Approved By

RESOLUTION NO. (ID # 1189)

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City 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.	International 4900 Scow Body 1HTSDAANX1H350559	87002406

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.

ADOPTED AND APPROVED 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

RESOLUTION NO. (ID # 1190)

Purchase One (1) 2015 Peterbilt Model 320 Chassis with McNeilus Model 2849 Body - SW

RESOLUTION NO. _____

WHEREAS, the Solid Waste Department desires to purchase one (1) 2015 Peterbilt Model 320 Chassis with McNeilus Model 2849 Body with certain options utilizing the NJPA Coop Contract; and

WHEREAS, National Auto Fleet Group is the Contract Vendor for the one (1) 2015 Peterbilt Model 320 Chassis with McNeilus Model 2849 Body; and

WHEREAS, funding in the amount of \$200,000.00 will come from the Solid Waste Unassigned Reserve fund and the balance of \$44,832.00 will come from Solid Waste Maintenance fund;

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

1. That the purchase be awarded to National Auto Fleet Group utilizing the NJPA Coop Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to National Auto Fleet Group in the amount of \$244,832.00.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That Mayor Gary Fuller is hereby authorized to execute all documents pertaining to this purchase.

APPROVED AND ADOPTED this the ____ 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



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/22/2015

Mr. David Turner

City of Opelika
204 South 7th Street
Opelika, AL 36803

Dear David Turner,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (Peterbilt Model 320 Chassis with McNeilus model 2849 Body)
delivered to your department yard by Mr. Anderson with Peterbilt and Mr. O'Mally with
McNeilus, each for

*Note the placement of the Tank lay out is generic and will be placed behind the RH fender

(1) One Unit

Chassis Only	\$	131,221.00
McNeilus Model 2849	\$	109,229.00
Tax (0%)	\$	00.00

Total	\$	240,450.00
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Optional:

PX9 Protection Plan (1) 5/150	\$ 2700.00
PX9 Aftertreatment Coverage 5/150	\$ 700.00
Allison Transmission Warranty 5year/Unlimited miles	\$ 982.00

-per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Bid Number 102811**.
Please reference this Bid Number on all Purchase Orders.

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

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572



RESOLUTION NO. (ID # 1191)

Grant Application / Your Town AL 2015

RESOLUTON NO. _____

WHEREAS, the City of Opelika authorizes Community Development to apply for and accept, if approved, a grant by the Alabama Historical Commission through the Certified Local Government (CLG) program.

WHEREAS, the approved grant would be used to support this year's Your Town Alabama workshop and would cover the registration fee for five (5) attendees and key note speaker expenses.

WHEREAS, the total amount of the grant is \$2,500.

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

1. That said grant is a 100% grant with \$300 in matching funds required from the City of Opelika.
2. The \$300 in matching funds will be provided in "like kind" services.
3. That the Controller is hereby authorized to adjust budget as necessary to comply with the intent of this resolution.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

ADOPTED and **APPROVED** 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

State of Alabama
ALABAMA HISTORICAL COMMISSION
 468 South Perry Street
 Montgomery, Alabama 36130-0900
HISTORIC PRESERVATION FUND (CFDA 15.904) U.S. DEPARTMENT OF THE INTERIOR
FY2013 Application to the Alabama Historical Commission

2013 APPLICANT INFORMATION

1. Applicant Name _____ City of Opelika _____
2. Applicant Address: Street _____ 204 S 7th Street _____ P O Box _____ 390 _____
 City _____ Opelika _____ State _____ AL _____ ZIP _____ 36801 - 390 _____
 E-mail Address _____ harrelson@opelika.net _____
3. Applicant Federal Employer Identification Number: _____ - _____
4. Applicant's Status:
☒ (X) Certified Local Government
☐ () Sponsored by Certified Local Government. Grant awards will be to CLG's only. CLG may apply as sponsor and pass through grant funds to non-CLG applicant. Name of CLG Sponsor: _____
5. Contact Person (Mr., Ms., Dr.) _____ Lisa Harrelson _____ Telephone _____ (334)705-5155 _____
 Name, Title
 Address if different from Applicant: _____, _____, _____
 State _____ Zip _____
 E-mail Address _____
6. Project Director (Mr., Ms., Dr.) _____ Lisa Harrelson _____ Telephone _____
 Name, Title
 Address if different from Applicant: _____, _____, _____
 State _____ Zip _____
 E-mail Address _____

REQUEST PROFILE

1. Request Category (select one): Project requests must be submitted for a specific activity. More than one application can be submitted for separate projects.
☐ () SURVEY AND REGISTRATION ☐ () PREDEVELOPMENT
☐ () PRESERVATION PLAN DEVELOPMENT ☐ () PUBLIC AWARENESS AND EDUCATION
☐ () STAFFING ☒ (X) PRESERVATION COMMISSION TRAINING
2. Project Title or Name of Property - _____ Your Town Alabama Training _____
3. Project Dates - Beginning _____ July 1, 2015 _____ Ending _____ September 30, 2015 _____ No project should take more than one year to complete. Grant agreements will be provided by June 15, 2013 to grant recipients. The grant project should be completed by June 15, 2014 for AHC staff to review products and financial records necessary in closing out the grant to meet federal reporting standards. SPECIAL NOTE: If this project involves grant assistance to a National Historic Landmark, you will not be able to proceed until concurrence is obtained from the National Parks Service as requested by the Alabama Historical Commission.
4. Amount Requested (80% or 50% of line 6.) \$ _____ 1230 _____
5. Amount of Match (20% or 50% of line 6.) \$ _____ 0 _____
6. Total Budget for Project \$ _____ 2,500 _____
 (Check your math: line 4 divided by .80 or .50 should equal line 6.)
7. Project Work Area/Location (must be within CLG jurisdiction):
 State House of Representatives District _____ 83 _____ State Senatorial District _____ 28 _____
 U. S. House of Representatives District _____ 3 _____
 _____ Opelika _____ Lee _____
 (City) (County)

INDIVIDUAL CATEGORIES:

If you selected category SURVEY AND REGISTRATION, complete the following:

Survey:

Square miles to be surveyed _____

Estimated number of standing structure forms to be completed _____

Estimated number of site forms to be completed _____

Registration:

Type: () Single Structure () District () Multiple Property

Number of nominations to be prepared _____

Estimated number of contributing properties contained in nomination(s) _____

PROJECT SUMMARY

Provide a concise description of the project for which funds are being requested. What are the objectives of project? What products will result from project?

The project will allow Opelika preservation commission members, city staff, and Main Street staff and board members to attend the Your Town Alabama workshop on September 2-4, 2015 as annual training for CLG participation. Scholarships for participation will be made available to affiliated staff in other Alabama CLG programs as available. Participation is expanded to Main Street program staff and board members to help communities train a major partner of preservation commissions in Main Street communities. City staff working with the preservation commission and/or community planning program are also eligible for a scholarship. The objectives of the workshop include helping communities define their cultural assets and develop programs to protect and use these properties as part of their community development goals. Your Town Alabama has a fourteen year record of providing a quality workshop focusing on rural community leaders. Participants learn about listing properties on the state and National register and how to use local designation programs. The workshop helps community leaders see the connections between historic preservation, natural resource protection, smart development, education and other components of community planning. Local commission members will see how their role is a piece of the larger community development activities in their community and develop skills to help them integrate more fully in the overall planning process.

TIME-PRODUCT-PAYMENT SCHEDULE

For each major work activity, provide information on what will be accomplished, the approximate cost and the date by which to be completed. This information will be used to develop a schedule for reimbursements provided to funded projects in the grant agreement. No project should take more than one year to complete. Your schedule should include an interim step at September 30th (end of the fiscal year) so that the Alabama Historical Commission can report the status of your project to the federal government.

EXAMPLE:

June 30, 2013 to September 30, 2013 - Conduct public hearing to present draft design review guidelines – estimated \$2500 reimbursement amount requested
 October 1, 2013 to December 31, 2013 - Provide three training sessions to preservation commission on design review process and applying design guidelines. Present final draft of design guidelines to preservation commission and public – estimated \$2500 reimbursement amount requested.
 January 1, 2014 to March 15, 2014 - Provide preservation commission with thirty copies of final design guidelines – estimated \$2500 reimbursement amount requested.

July 1, 205 to September 15, 2015

Provide double and single registrations to 2015 Your Town Alabama workshop. Promote meeting to eligible city staff and other CLGs as needed. Process registrations for attendance.

Reimbursement amount: \$1350

EVALUATION CRITERIA

Follow application instructions.

GOAL ONE:

Identify, record and evaluate the significance of historic places and the objects, people and events related to them.

The workshop will provide information on archaeology and structure survey, Alabama Register, National Register and the cemetery register programs. The AHC typically receives nominations to these programs from Your Town attendees.

GOAL TWO:

Protect, preserve, restore and maintain historic places.

Workshop lectures provide information on techniques and programs to protect historic places including locally regulated historic districts. The workshop program places a value on protecting these resources to also reach community and economic development goals.

GOAL THREE:

Foster the belief that historic places enrich our lives and strengthen Alabama's communities.

Participants receive information on the value of historic places that is reinforced with hands-on activities and group. AHC staff and other historic preservation professionals participate as speakers and facilitators. A keynote speaker with historic preservation expertise will be used this year.

Programmatic Questions:

- 1) Will this project benefit minority or disabled constituents? (3 points) **NO**
- 2) Does applicant show that it is capable of managing AHC grants? (5 points) **YES**
- 3) Does the project budget have a low indirect cost percentage? (3 points) **YES**
- 4) Do the personnel conducting project meet appropriate professional qualifications and have evidence of completing quality projects on time? (3 points) **YES**
- 5) Will project result in National Register nomination using survey data collected in previous year with CLG grant or other AHC approved survey? (6 points) **NO**

PROJECT BUDGET

EXPENSE ITEMS	CASH OUTLAY	INKIND DONATIONS
Scholarship for 5 qualifying attendants	\$1350	\$
TOTALS	\$1350	\$

RECAP OF PROJECT BUDGET

TOTAL PROJECT COST (Cash Outlay plus Inkind (non-cash i.e. volunteers, etc.) Donations)	\$1350
MATCHING SHARE	\$300
GRANT SHARE APPLIED FOR	\$1350

BUDGET NARRATIVE

List expense in terms of cost such as "personnel, printing, photography" not "report preparation." Show rates for all costs. Provide a brief summary of how work will be accomplished and what products will result from each expense listed. Justify costs if necessary especially for unusual or high costs.

Budget provides registration for Opelika participants. The registration cost includes lodging and meals. Participants must stay at the meeting site location. AHC staff participating will not be eligible for reimbursement from this grant. The keynote speaker fees will be provided by the grant. A match is not being provided on the instructions of Mary Shell, CLG coordinator. The City of Opelika is providing a service to the statewide CLG program by managing this grant and request to have the match requirement waived.

Funds will be used to provide materials and personnel for workshop and scholarships for CLG participation. Mary Shell, CLG Coordinator, approved request with no match since the project will benefit statewide CLG program and not only for Opelika. The City of Opelika will work with Your Town Alabama financial officer, Kellie Johnston, to receive appropriate materials for grant reporting.

MATCHING SHARE

Cash, inkind, or a combination of both are allowable contributions for matching grant monies. The term "inkind" refers to the monetary value of non-cash contributions provided by the grantee, or any other agency, institution, organization or individual. Inkind contributions include any donated services, space, or material essential to the completion of a project. For budget purposes, the dollar value of such inkind contributions may be calculated by determining how much such services or goods would cost the applicant if they had to be paid in cash. (The minimum wage scale for unskilled services, standard union or professional services, or the fair market value for all other donations may also be helpful to determine the dollar value of inkind contributions.) Those applicants providing direct financial support and other indications of commitment to the project will receive the most favorable considerations.

Donor: Indicate "grantee" if applicant is donor, or list name(s) of other donor(s).

Source: Indicate where funds are coming from (i.e. "operating funds," "private donation," "appropriated funds," "CDBG," etc.).

Kind: Indicate the type of match (i.e. "cash," "inkind services," "inkind equipment," "volunteer services." If non-cash, indicate the rate at which it is valued (individual's rate per hour, etc.)

Amount: Total of all matching share must be same as matching share in budget above.

Donor: City of Opelika

Source: personnel

Kind: in-kind If non-cash, indicate rate _____

Amount: \$ 300

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

TOTAL AMOUNTS ABOVE SHOULD EQUAL MATCHING SHARE ON THE PREVIOUS BUDGET PAGE.

PROJECT PERSONNEL

List principal project personnel: name, title and address. If the applicant's existing staff qualify, vitae should be attached. If the applicant plans to obtain qualified professional services subsequently (either as staff, consultants, or pro bono workers), grant award may be subject to acquiring qualified professionals. Submit resumes of consultants being considered. The Alabama Historical Commission must review and approve qualifications before project work begins. Include name of consultant(s) or city staff to perform work. If consultant has not been identified, give list of consultants the city will consider to perform grant activities.

Lisa Harrelson – CLG local coordinator and Your Town graduate
Kellie Johnston – Your Town Alabama financial officer

FINANCIAL PROFILE

Award of grant funds is made by contract between you and the Alabama Historical Commission. This grant program is funded with federal funds. You will be required to comply with applicable federal government-wide regulations governing the use of grant funds.

Fiscal Year ends _____
Month _____ Day _____

Chief Fiscal Officer (Mr., Ms., Dr.) _____ Telephone _____
Name, Title

Address if different from Applicant: _____, _____, _____
State Zip

E-mail Address _____

Person who will be able to provide photocopies of source financial documentation during period of this grant project:

Accountant (Mr., Ms., Dr.) _____ Telephone _____
Name, Title

Address if different from Applicant: _____, _____, _____
State Zip

E-mail Address _____

INVOLVEMENT

Describe the involvement (either support or opposition) of the following organizations: official preservation agency, public agencies, local government, co-sponsoring/cooperating organizations.

CERTIFICATIONS

I certify that I will abide by regulations of the U. S. Department of the Interior which prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, handicap and/or national origin. I will inform any person who believes he or she has been discriminated against in any program, activity or facility operated by a recipient of federal assistance that they should write to: Director, Office of Equal Opportunity, U.S. Department of the Interior, Washington, DC 20240. I certify that matching funds are available for this project. I understand that grant monies can only be reimbursed for project expenditures made during the grant period and that a separate Grant Agreement will be required as executed by the Alabama Historical Commission and the Applicant Organization.

These Certifications shall be treated as a material representation of fact upon which reliance will be placed if the Alabama Historical Commission determines to award the grant.

Chief Administrative Officer: _____
of Certified Local Government Signature
(Mr., Ms., Dr.) Name _____

Title _____

Chief Administrative Officer: _____
of Non-CLG (if applicable) Signature
(Mr., Ms., Dr.) Name _____

Title _____

Project Director : _____
(Mr., Ms., Dr.) Signature
Name _____

Title _____

Chief Accountant or _____
Fiscal Officer
(Mr., Ms., Dr.) Name _____

This grant must be separately accounted for in the applicant's financial records and included on the applicant's schedule of financial assistance to be included in its A-133 Single Audit.

The form DI-2010 U.S. Department of the Interior Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying must be completed and attached to this application. Other forms as applicable.

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace RequirementsCHECK X IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace RequirementsCHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

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

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM	City of Opelika		
ADDRESS	P O Box 390		
CITY, STATE, ZIP	Opelika AL 36801	TELEPHONE NUMBER	(334) 705-5155

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD			
The Alabama Historical Commission			
ADDRESS			
468 South Perry Street			
CITY, STATE, ZIP	Montgomery, Alabama 36130	TELEPHONE NUMBER	(334) 230-2654

This form is provided with:

☐ Contract
 ☐ Proposal
 ☐ Request for Proposal
 ☐ Invitation to Bid
 ☒ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes
 ☒ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes
 ☒ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

To enroll in the federal E-Verify program, go to <http://www.dhs.gov/e-verify>. After you enroll, attach a copy of your federal Memorandum of Understanding (MOU) that will result from your enrollment.

State of Alabama

County of Lee

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: 22 June 2015

RE Contract/Grant/Incentive (describe by number or subject):

CLG Application - _____ by and between

City of Opelika _____ (Contractor/Grantee) and

The Alabama Historical Commission _____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

- The undersigned holds the position of Community Development Admin with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
- Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.



☒ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

☐ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

- As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
- Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 _____

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on
this _____ day of _____ 20 _____.

WITNESS:

Printed Name of Witness

RESOLUTION NO. (ID # 1196)

Authorize a Temporary Fire Lieutenant Position

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CREATION OF TEMPORARY POSITION OF FIRE
LIEUTENANT RANK IN THE FIRE DEPARTMENT AND AUTHORIZING
INTERNAL FILLING OF THE TEMPORARY POSITION**

WHEREAS, the Opelika Fire Department has one (1) vacant position of Fire Captain;
and

WHEREAS, there are no eligible candidates for promotion to the position of Fire
Captain because no candidate has received an assessment score from the “Assessment Center”;
and

WHEREAS, it is anticipated that Assessment Center evaluations for the rank of Fire
Captain will not completed for another six (6) months; and

WHEREAS, the Mayor and Fire Chief have made the decision not to temporarily assign
a person to the position of Fire Captain; and

WHEREAS, there is a need for one (1) additional supervisory position of Fire Lieutenant
on a temporary basis until the position of Fire Captain is filled.

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

1. That one (1) temporary position of Fire Lieutenant at pay grade 18 in the Fire
Department is hereby created.

2. That the Fire Chief is hereby authorized to fill the temporary position of Fire Lieutenant internally.

3. That the temporary position of fire lieutenant shall be immediately eliminated upon the promotion of an eligible candidate to the position of Fire Captain.

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

RESOLUTION NO. (ID # 1187)

First Amendment to License Agreement Between the City of Opelika, Alabama, and Eat Here, Inc. (Niffer's)

WHEREAS, the City of Opelika, Alabama, (the “City”) and Eat Here, Inc. (“Eat Here”) previously entered that certain License Agreement dated June 15, 2015, providing for the construction of an elevated deck upon the right-of-way of South Railroad Avenue; and

WHEREAS, the parties now desire to amend the License Agreement to make provision for the protection of a permanent water main, water meter and related facilities which are owned and operated by the Utilities Board of the City of Opelika, Alabama (“Opelika Utilities”); and

WHEREAS, a First Amendment to License Agreement (hereinafter the “Amendment”) has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Amendment.

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

1. That the First Amendment to License Agreement to be entered into between the City and Eat Here, 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 the execution and delivery of said Amendment.

2. That the Mayor is hereby authorized and directed to execute and deliver said Amendment on behalf of the City, and the City Clerk is hereby authorized to attest said

Amendment and affix the seal of the City thereto.

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

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

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

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

ATTEST:

 CITY CLERK

STATE OF ALABAMA

COUNTY OF LEE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement") is made this the 15th day of June, 2015, by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, (hereinafter referred to as the "CITY") and **EAT HERE, INC.**, an Alabama corporation, (hereinafter referred to as the "LICENSEE").

RECITALS

WHEREAS, the CITY is the owner of the rights-of-way (streets and sidewalks) on which South Railroad Avenue is located in Opelika, Alabama; and

WHEREAS, LICENSEE is doing business as Niffer's Place and operates a restaurant located on South Railroad Avenue in the block between 9th Street and 10th Street; and

WHEREAS, LICENSEE has heretofore applied to the Opelika Planning Department for a sidewalk café permit in compliance with the provisions of Article VII of Chapter 26 of the *Code of Ordinances* of the City of Opelika, Alabama; and

WHEREAS, LICENSEE heretofore submitted a plan for the expansion of the sidewalk in front of Niffer's Place; and

WHEREAS, said plan for the expansion of the sidewalk in front of Niffer's Place was approved by the Opelika City Council; and

WHEREAS, said plan consists of removing two existing parking places in front of Niffer's Place and building an elevated deck to the same elevation as the entrance to Niffer's Place (hereafter collectively referred to as "sidewalk improvements"); and

WHEREAS, the LICENSEE has agreed to pay all costs associated with the construction of said sidewalk improvements; and

WHEREAS, the City Engineer has approved the plan submitted by the LICENSEE; and

WHEREAS, the parties have agreed, subject to the execution of this Agreement and compliance with its terms, that LICENSEE will construct to City standards said sidewalk improvements.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, the CITY and LICENSEE hereby agree as follows:

1. **Scope of work.** LICENSEE, at its sole cost and expense, shall cause the sidewalk improvements to be constructed in a good and workmanlike manner and in accordance with the plan approved by the City Engineer. The LICENSEE shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the construction work for the sidewalk improvements (the “work”). The LICENSEE shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery necessary for the proper execution of the work and shall hold the CITY harmless therefrom. The CITY agrees that LICENSEE shall be permitted to construct the sidewalk improvements without posting a bond or providing a letter of credit.

2. **Compliance with law.** LICENSEE agrees that any and all work performed and in association with the sidewalk improvements shall be done in a good, safe, workmanlike manner and in accordance with federal, state and local statutes, rules, regulations and ordinances now in force.

3. **Maintenance and repair.** LICENSEE agrees that, during the term of this Agreement, it shall bear the cost of repairing, replacing, restoring, cleaning and otherwise maintaining the sidewalk improvements for their intended purpose, ordinary wear and tear excepted. Following the termination of this Agreement, all such obligations shall revert to the City.

4. **Indemnification.** During the time that this Agreement is in effect, LICENSEE agrees to indemnify, defend and hold harmless the CITY, its officers, public officials, employees, agents and assigns from and against any and all claims, losses, actions, liabilities, damages, costs, expenses and judgments, including reasonable attorney's fees which relate to or arise out of, its construction or maintenance of the sidewalk improvements on account of any injury to person or persons or any damage to property occurring during such construction or maintenance. This paragraph shall not apply to any injury or damage caused by the negligence or willful conduct of the CITY or its employees or agents.

5. **Insurance.** LICENSEE shall procure and maintain, at its sole cost, a policy or policies of insurance sufficient to insure against all liability, claims, damage and other obligations incurred by the LICENSEE pursuant to its obligations under this Agreement. The LICENSEE shall cause any contractor or subcontractor to procure and maintain minimum insurance coverages as approved by the CITY. Required coverages shall include worker's compensation insurance and general commercial liability insurance with a minimum combined single limits of \$1,000,000 each occurrence and \$3,000,000 aggregate. The policies of insurance required by this paragraph shall be endorsed to include the CITY as an additional insured.

6. **Safety precautions.** LICENSEE shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the said sidewalk

improvements. LICENSEE shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and (2) all motorists and pedestrians using the street and sidewalk in front of Niffer's Place.

7. **Acknowledgement of CITY's title.** LICENSEE hereby acknowledges title of CITY to the street, sidewalk and pedestrian rights-of-way (including the sidewalk improvements) in front of Niffer's Place along South Railroad Avenue and agrees never to assail, resist or deny such title. The license hereunder is given to LICENSEE as an accommodation to LICENSEE and shall be rent free.

8. **Abatement of hazardous conditions.** If LICENSEE shall fail to abate any hazardous condition relating to the construction, maintenance or condition of the sidewalk improvements after ten (10) days' notice by CITY to LICENSEE, then the CITY may terminate this Agreement, take possession of the sidewalk improvements and abate the hazardous condition.

9. **Use of sidewalk improvements.** During the term of this Agreement, LICENSEE shall have a license to use the sidewalk improvements as a sidewalk café, provided LICENSEE is in compliance with the provisions of Article VII of Chapter 26 of the *Code of Ordinances*.

10. **Health, safety and welfare.** If the CITY determines that the use of the sidewalk improvements, as provided herein, creates a hazard to the health, safety or welfare of the residents of Opelika, the parties shall cooperate in good faith and use commercially reasonable efforts to address any such hazard in a manner reasonably satisfactory to the CITY. This cooperation may include, but not be limited to (a) engaging consultants to evaluate the risks and

potential solutions thereto, (b) installing additional safety equipment/structures, or (c) mutually agreeing to reconfigure the sidewalk improvements.

11. **Term.** This Agreement shall be valid for a period of ten (10) years ending at 11:59 p.m. June 30, 2025. If LICENSEE's permit to operate a sidewalk café is revoked, suspended or otherwise terminated, then the CITY, at its option, may also terminate this Agreement.

12. **Severability.** If any clause, section, sentence or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.

13. **Governing law.** This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Alabama.

14. **Adoption of recitals.** The above-stated recitals are incorporated herein by reference, are hereby made a part of this Agreement and shall be as effective as if repeated verbatim.

15. **Time of the essence.** Time is of the essence with respect to the terms and conditions of this Agreement.

16. **Assignment.** LICENSEE shall not assign this Agreement or any interest created thereby, without obtaining the written consent of the CITY.

17. **Binding effect.** This Agreement shall, except as herein and otherwise provided, inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the CITY and EAT HERE, INC., have executed this License Agreement with the full intent to bind themselves and their successors and assigns.

CITY OF OPELIKA, ALABAMA.

By: 
GARY FULLER, MAYOR

ATTEST:

BY: 
CITY CLERK 6-16-15

EAT HERE, INC.

BY: 
ITS PRESIDENTSTATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GARY FULLER and ROBERT G. SHUMAN, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 15th day of June,
2015.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/10/2018

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Keely A. Benisecker, whose name as President of EAT HERE, INC., is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 15th day of June, 2015.

Wanda Harvie
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/10/2018

STATE OF ALABAMA

COUNTY OF LEE

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT (the “Amendment”) to **LICENSE AGREEMENT** is entered into this the ____ day of _____, 2015 by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, (hereinafter referred to as the “CITY”) and **EAT HERE, INC.**, an Alabama corporation, (hereinafter referred to as the “LICENSEE”).

RECITALS

WHEREAS, the CITY and LICENSEE entered into that certain License Agreement dated June 15, 2015 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, LICENSEE removed two existing parking places in front of Niffer’s Place and constructed an elevated deck (the “sidewalk improvements”) to the same elevation as the entrance to Niffer’s Place; and

WHEREAS, said elevated deck encroaches upon the public right-of-way of South Railroad Avenue in the City of Opelika; and

WHEREAS, the public right-of-way beneath the elevated deck is encumbered by a permanent water main and water meter which is owned and operated by the Utilities Board of the City of Opelika, Alabama (“OPELIKA UTILITIES”); and

WHEREAS, during construction of the elevated deck a trap door was installed by LICENSEE to provide access to the existing water main and water meter; and

WHEREAS, the CITY and LICENSEE now desire to amend the terms of the Agreement as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the undertakings of this Amendment and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the CITY and LICENSEE hereby agree as follows:

1. Section 4 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

4. **Indemnification.** During the time that this Agreement is in effect, LICENSEE agrees to indemnify, defend and hold harmless the CITY and OPELIKA UTILITIES, and their officers, public officials, directors, employees, agents and assigns from and against any and all claims, losses, actions, liabilities, damages, costs, expenses and judgments, including reasonable attorney's fees which relate to, arise out of, or are in any way connected with the installation, construction, maintenance, use, operation or removal of the sidewalk improvements on account of any injury to person or persons or any damage to property occurring during such construction or maintenance. This paragraph shall not apply to any injury or damage caused by the negligence, recklessness or willful conduct of the CITY or OPELIKA UTILITIES or their employees or agents.

2. That Section 18 is hereby added to the Agreement and shall hereafter be and read as follows:

18. **No Interference.** LICENSEE, in the performance and exercise of its rights under this Agreement, shall not damage or interfere in any way with the use, operation, maintenance, repair or replacement of any water main, water meter, equipment, facility or appurtenance that is owned, operated or maintained by OPELIKA UTILITIES within the street right-of-way. OPELIKA UTILITIES shall have full access to its water main, water meter and related facilities at all times. Should LICENSEE's encroachment cause OPELIKA UTILITIES' use of its water main, water meter and related facilities to be more costly, or to be interfered with or damaged, LICENSEE shall, within thirty (30) days of billing, pay all costs and expenses associated with OPELIKA UTILITIES' more costly use or with OPELIKA UTILITIES' repair of any such damage to its facilities or removal of any interference. LICENSEE agrees to remove, at its sole expense, any portion of the sidewalk improvements (elevated deck) in the event OPELIKA UTILITIES determines, in good faith, that it is necessary to excavate its water main, water meter or related facilities in order to maintain water service in the area. In the event LICENSEE fails to remove said encroachment if requested to do so by OPELIKA UTILITIES, OPELIKA UTILITIES may enter upon the LICENSEE's elevated deck and effect such removal without OPELIKA

UTILITIES incurring any liability whatsoever to LICENSEE and LICENSEE shall be liable to OPELIKA UTILITIES for any and all reasonable costs incurred by OPELIKA UTILITIES in connection with the removal and restoration of said deck and shall reimburse OPELIKA UTILITIES for such costs upon demand of OPELIKA UTILITIES.

3. This Amendment embodies the entire Agreement between the CITY and the LICENSEE with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement shall remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment, being simply to amend and ratify the Agreement, as hereby amended and ratified and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

5. This Amendment shall be construed and governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the CITY and EAT HERE, INC., have executed this Amendment with the full intent to bind themselves and their successors and assigns.

CITY OF OPELIKA, ALABAMA.

By: _____
GARY FULLER, MAYOR

ATTEST:

BY: _____
 CITY CLERK

EAT HERE, INC.

BY: _____
ITS PRESIDENT

STATE OF ALABAMA
 COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GARY FULLER and ROBERT G. SHUMAN, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2015.

 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

STATE OF ALABAMA
 COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name as President of EAT HERE, INC., is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2015.

 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

RESOLUTION NO. (ID # 1192)

Authorizing an Engagement Letter with Bradley Arant Boulton Cummings, LLP

WHEREAS, the City of Opelika (hereinafter the “City”) desires to retain the services of a law firm to provide legal services in connection with the delivery of leachate from the Salem Landfill to Opelika’s wastewater treatment facilities; and

WHEREAS, Bradley Arant Boulton Cummings, LLP is qualified and capable of providing said services; and

WHEREAS, the City Council of the City of Opelika, Alabama (the “City Council”) has determined that it is in the public interest and necessity to enter into an agreement with Bradley Arant Boulton Cummings, LLP for the provision of legal services; and

WHEREAS, a proposed Engagement Letter 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 Engagement Letter.

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

1. That the proposed Engagement Letter between the City and Bradley Arant Boulton Cummings, LLP, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Engagement Letter.

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

Engagement Letter in the name and on behalf of the City.

3. That the City Council hereby instructs the Mayor and City Attorney, or their designees, to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purpose of this Resolution and the transactions herein approved or authorized.

4. 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 Engagement Letter.

5. 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



Paul M. Sykes

Direct Dial: 205-521-8766

Direct Fax: 205-488-6766

psykes@babc.com

June 12, 2015

Guy Gunter, Esquire
City of Opelika
205 South 6th Street
Opelika, AL 36801

Dear Guy:

This letter is to document the engagement of Bradley Arant Boult Cummings, LLP ("the firm") by the City of Opelika ("City") and Environmental Services Group, Inc. ("ESG"). The nature of the firm's engagement is to assist the City and ESG in a dispute adverse to Waste Management. The dispute arises out of a contract between the City and a predecessor to Waste Management relating to certain waste coming to the City from the Salem Landfill. The engagement also includes assisting the City and ESG on the City's Administrative Ordinances relating to waste and sewer issues. We appreciate the City and ESG having confidence in the firm and we look forward to continued work with you.

The scope of our representation may be limited or expanded at your request from time to time, provided that any substantial expansion must be agreed to by us. We understand you are the City's attorney and you know that we are not the City's general counsel. We note that because we are representing both the City and ESG in this engagement, both the City and ESG agree and acknowledge that should a dispute arise between the City and ESG during the course of this representation, that our Firm cannot represent either the City or ESG in that dispute. In performing services for the City and ESG, in this matter, that the City or ESG will provide all information necessary for us to perform the requested legal services. It is our understanding that we should direct our invoices for this matter to the City.

Fees

We suggest that the fee arrangement be on an hourly basis for the attorneys and legal assistants working on your matter. We customarily charge for time in ¼ hour increments. Our hourly rates vary depending on the experience level of the attorneys and legal assistants involved and are subject to periodic adjustment. Mike Brown will be the lead lawyer on the matter and his hourly rate is \$435.00 per hour.

Mr. Guy Gunter
June 12, 2015
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Disbursements

You will be expected to reimburse us for the expenses such as copy charges, computer assisted research, delivery and courier services, secretarial overtime, filing fees, travel expenses, and other costs reasonably incurred. Depending on the nature of the expense, the Firm may ask that certain out-of-pocket charges be billed to you and paid directly by you. Please see the General Provisions section for additional information on these matters.

Billing

Our billings will normally be monthly and will be due upon receipt. If you have any questions about any billing, please contact us immediately.

Conflicts and Possible Adverse Representations

We have made a conflicts check and have previously disclosed to the City and ESG our work for Waste Management. That work is wholly unrelated to this matter; however, we have obtained an agreement from Waste Management that our Firm can be adverse to it in this matter. By signing this letter you acknowledge your understanding that our Firm represents Waste Management on other, unrelated matters, and consent to our continuing that engagement while we represent the City and ESG in this matter adverse to Waste Management.

As we have discussed, we are a relatively large law firm, and we represent many other companies and individuals in a variety of matters. It is possible that during the time that we are representing the City and ESG, some of our present or future clients will have disputes or transactions with the City or ESG. The City and ESG agree that the firm may continue to represent or may undertake in the future to represent other clients in any matter that are not substantially related to our work for the City or ESG, even if the interests of such clients in those other matters are directly adverse to the City or ESG or a related entity, and even if such representations would be simultaneous. We agree, however, that this prospective consent to conflicting representations shall not apply in an instance where, as the result of our representation of the City or ESG, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to the City or ESG's material disadvantage. The City and ESG also agreed that our representation will not preclude us from undertaking any matter for a new client that may be adverse to the City or ESG, or a related entity, so long as our representation of The City and ESG with regard to the matter described in this letter has been concluded or terminated and so long as the conditions set forth in the preceding sentence have been met. The City and ESG should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the City and ESG.

Mr. Guy Gunter
 June 12, 2015
Page 3

Termination of Engagement

Following termination of our engagement, any otherwise nonpublic information the City or ESG has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At either the City or ESG's request, any such papers and property will be returned; our own files, including lawyer work product, pertaining to the matter will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such items retained by us within a reasonable time after the termination of the engagement.

Our attorney-client relationship will be considered terminated upon our completion of specific services that the City and ESG have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement.

Thank you for your attention to this matter.

Bradley Arant Boult Cummings LLP

By:  _____

ACCEPTED:

By: _____

Title: _____

Attachment: Engagement Letter Bradley Arant (1192 : Authorize an Engagement Letter with Bradley Arant Boult Cummings)

CONFIDENTIAL

BRADLEY ARANT BOULT CUMMINGS LLP
ENGAGEMENT LETTERS: GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Bradley Arant Boult Cummings LLP and our clients:

1. Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the applicable rules of professional conduct. Such fees will be based primarily on our hourly billing rates; there is a different billing rate for each attorney, depending generally on that attorney's experience and years of practice, and these rates are adjusted from time to time by the firm. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with the client or clients, counsel for other parties, witnesses, consultants, and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; preparation of letters, agreements, prospectuses, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings. In an effort to reduce legal fees, as appropriate we utilize junior lawyers and legal assistant personnel. Time devoted by legal assistants to client matters is charged at hourly billing rates, which also are subject to adjustment from time to time by the firm. Other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our representation.

2. In addition to our fees, we will be reimbursed for costs and expenses incurred in performing services such as copy costs, messenger and delivery service, secretarial overtime, Westlaw and Lexis-Nexis research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), court costs and filing fees. We use unit rates or similar charges for some expenses, such as copy(ies) (10 cents per page). For such items, the amount charged approximates our cost as closely as possible. We do not charge for routine incoming or outgoing facsimiles or for long distance phone calls. Items of a non-routine nature such as, but not limited to, conference calls and telephone interviews will be charged at the actual cost to the firm as submitted by the carrier. We have negotiated favorable rates with Westlaw and Lexis-Nexis for the majority of their databases. Client charges for research performed in Westlaw and Lexis-Nexis are designed to recoup the aggregate cost to the firm for Westlaw and

Lexis-Nexis. Unless special arrangements are made at the outset, fees and expenses of others (such as outside copy services, experts, investigators, witnesses, consultants and court reporters) will not be paid by us and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time furnish estimates of fees or costs that we anticipate will be incurred, these estimates are by their nature inexact, are subject to periodic review and revision, and are not binding except to the extent expressly set forth in the engagement letter.

4. Fees and expenses will be billed monthly and are payable upon presentation. We expect payment within 30 days. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

5. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to the date of such termination.

6. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.

cc: T. Michael Brown, Esq.
Peggy McCain, Billing/Collections Manager

RESOLUTION NO. (ID # 1198)

Tax Abatement - Cumberland Plastic Systems & Spartan Partners

RESOLUTION NO. _____

RESOLUTION APPROVING CERTAIN TAX ABATEMENTS
AND EXEMPTIONS FOR CUMBERLAND PLASTIC SYSTEMS, LLC
AND SPARTAN PARTNERS, LLC

WHEREAS, Cumberland Plastic Systems, LLC, d/b/a Cumberland Plastic Solutions (“Cumberland”) proposes to lease the Benteler building located at 4401 Northpark Drive (the “Facility” or “Project”) presently owned by Spartan Partners, LLC (“Spartan”); and

WHEREAS, Cumberland is a world class leader in plastic injection molding utilizing innovative combinations of materials, the integration of manufacturing processes, as well as state-of-the-art technology and equipment; and

WHEREAS, Cumberland proposes to produce plastic parts for the automotive, industrial, agricultural and consumer goods markets at its facility in Opelika; and

WHEREAS, Spartan will be required to make numerous physical modifications to the Facility to accommodate the production, distribution and manufacturing needs of Cumberland; and

WHEREAS, the Project will require capital contributions by Cumberland to acquire and install new manufacturing machinery, equipment and other personal property at the facility; and

WHEREAS, the Project will consist of the existing building, the construction of building improvements and the acquisition and installation of new manufacturing machinery, equipment and other personal property at the Facility; and

WHEREAS, the Project will require a capital investment by Cumberland together with Spartan within the City of Opelika, Alabama (the “City”) of approximately nine million seven hundred forty thousand one hundred ninety dollars (\$9,740,190.00) and is expected to result in the creation of approximately 121 new jobs; and

WHEREAS, the Project is estimated to be placed in service by December 31, 2015; and

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

WHEREAS, Cumberland’s NAICS Code 326100 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the “Act”), Cumberland and Spartan have requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes) for a period of ten (10) years; and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, pursuant to the authority granted to the City under Article IV of Chapter 51 of Title 11, *Code of Alabama*, Cumberland and Spartan have requested from the City a complete

exemption of non-educational City ad valorem taxes for the project for a period of fifteen (15) years; and

WHEREAS, the City has considered the requests of Cumberland and Spartan and each of their respective completed forms CO:CAA Application to Local Abatement Authority for Abatement of Taxes filed by Cumberland and Spartan with the City in connection with their request (separately the “Abatement Application” or collectively “Abatement Applications”); and

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

WHEREAS, according to the Abatement Applications, the Project will require an aggregate initial capital investment of approximately nine million seven hundred forty thousand one hundred ninety dollars (\$9,740,190.00) which includes the existing building, new building improvements, the acquisition of new machinery, equipment and personal property to be purchased and installed at the Facility and related costs; and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement (the “Abatement Agreement”) by and among the City, Cumberland and Spartan, and the City Council has determined that the general terms of such Abatement Agreement are acceptable to the City in principle; and

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

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

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

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the Project.

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

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

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

3. The abatements and exemptions granted herein do not include any ad valorem

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

4. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with Cumberland and Spartan and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

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

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

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

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

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

ATTEST:

CITY CLERK

RESOLUTION NO. (ID # 1167)

Agreement for a Transportation Planning Process / Auburn/Opelika Urbanized Area

WHEREAS, Section 134 of Title 23 and Chapter 53 of Title 49 of the United States Code require that each urbanized area, as a condition of the receipt of federal capital or operating assistance, have continuing, cooperative and comprehensive transportation planning process (“3-C Process”) that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

WHEREAS, 23 U.S.C. 104(f) and 49 U.S.C. Chapter 53 authorize certain planning funds to be made available to designated transportation planning agencies for supporting the “3-C Process”; and

WHEREAS, the elected officials of Auburn, Opelika and Lee County who serve as the Lee-Russell Council of Governments have been designated by the Governor as the transportation planning agency for the Auburn/Opelika Urbanized area; and

WHEREAS, a proposed Agreement Concerning a Transportation Planning Process for the Auburn-Opelika area (hereinafter the “Agreement”) 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 Agreement.

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

1. That the proposed Agreement to be entered into by and among the City of

Auburn, the City of Opelika, Lee County, Alabama, the Lee-Russell Council of Governments and the State of Alabama, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized to execute and deliver said Agreement on behalf of the City said Agreement and execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other agreements, certificates, assurances or other instruments or other communications as may be necessary to carry into effect the purpose and intent of the provisions of this Resolution and said attached Agreement.

3. That by the execution of said Agreement and the passage of this Resolution, the City of Opelika does hereby express its support of the continuing, cooperative and comprehensive “3-C Process” of transportation planning for the Auburn/Opelika Urbanized area.

4. 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.

5. 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

15 MAY 1 PM 4:00

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE
AUBURN/OPELIKA URBANIZED AREA
BETWEEN
THE COUNTY OF
LEE
AND
THE MUNICIPALITIES OF AUBURN AND OPELIKA
AND THE
LEE-RUSSELL COUNCIL OF GOVERNMENTS
AND
THE STATE OF ALABAMA**

Attachment: New MPO Agreement (1167 : Revision of MPO Planning Process)

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Auburn/Opelika Urbanized Area between the County of Lee,
 hereinafter referred to as COUNTY;
 the municipalities of Auburn and Opelika,
 hereinafter referred to as CITIES;
 the Lee-Russell Council of Governments,
 hereinafter referred to as COUNCIL;
 and the State of Alabama (acting by and through the Alabama Department of Transportation),
 hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, Section 134 of Title 23 of the United States Code and Chapter 53 (c) Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on July 6, 2012, new regulations concerning metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing process for the

- Auburn/Opelika Urbanized Area, hereinafter referred to as the “3C PROCESS;” and
- (b) FURTHERMORE, it is understood by the parties to this Agreement that an unwillingness to participate in the “3C PROCESS” may result in the Secretary of Transportation refusing to approve Federal Aid funds for surface transportation within the Auburn/Opelika Urbanized Area.
- (c) IT IS agreed and further understood by the parties of this Agreement that by execution of this Agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Auburn/Opelika Urbanized Area:
- (1) Two elected officials of the City of Auburn to be selected by the Auburn City Council from the Mayor and City Council Membership;
 - (2) Two elected officials of the City of Opelika, to be selected by the Opelika City Council from the Mayor and City Council Membership;
 - (3) Two elected officials of Lee County to be selected by the County Commission from the Probate Judge and County Commission Membership;
 - (4) Southeast Region Engineer, State of Alabama Department of Transportation;
 - (5) Transportation Planning Engineer, State of Alabama Department of Transportation (non-voting); and
 - (6) Division Administrator, Federal Highway Administration (non-voting).
- (d) IT IS intended that the elected officials of Auburn, Opelika, and Lee County who serve as the Lee-Russell Council of Governments will also serve as members of the MPO.
- (e) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the

Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO as it deems appropriate.

- (f) IT IS agreed that overall direction of the “3C PROCESS” will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
- (1) Organize and elect a Chairman and Vice-Chairman, and establish its rules of procedure and by-laws.
 - (2) Appoint members to the Technical and Citizens’ Advisory Committees.
 - (3) Take official action on Technical and Citizens’ Advisory Committees’ recommendations and other matters pertaining to furthering the planning process.
 - (4) Set the transportation study area and Federal Aid urban area boundaries.
 - (5) Adopt transportation goals and objectives to guide the Auburn/Opelika Urbanized Area metropolitan planning process.
 - (6) Annually endorse the Unified Planning Work Program (UPWP) which documents the transportation-related planning activities to be performed with planning assistance provided under FTA and FHWA Planning funds from Moving Ahead for Progress in the 21st Century Act (MAP-21) and other funding sources.
 - (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations.
 - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required

by the State and Federal regulations.

- (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that a representative of the Technical Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
 - (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements.
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that a representative of the Citizens' Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
 - (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements.
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the COUNCIL accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program.
- (b) IT IS further agreed that the COUNCIL accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104F and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the COUNCIL will have the following duties and responsibilities:
 - (1) Administration of the study process by the execution of necessary contracts and

the provision of financial support necessary for the implementation of the UPWP.

- (2) Arrange meetings, set agenda and serve as Secretary for the MPO, Citizens' Advisory Committee and Technical Advisory Committee.
- (3) Coordinate the development of the documents and material necessary for the MPO endorsements.
- (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification.
- (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec. 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
 - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines.
 - (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this Agreement that the COUNCIL performs the functions required by the Office of Management and Budget 2, CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award).
- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement, and the Board of Directors of the COUNCIL will continually overlap to insure coordination of the "3C PROCESS" and regional plans.
- (c) IT IS agreed that the base data, statistics, and projections developed by the COUNCIL for regional comprehensive planning will be available for determining socio-economic and land

use data within the Auburn/Opelika metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the Agreement between the Alabama Department of Transportation and the COUNCIL concerning a Lee County Area Transportation Study, entered into on April 29, 2010, is hereby terminated and made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such notice will be provided by registered mail and the termination date will be determined as that date sixty (60) days from date of delivery.
- (c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not advise the COUNTY, the CITIES, and the COUNCIL by letter within thirty (30) days after assuming office that this Agreement has been discontinued.
- (d) The COUNTY, the CITIES, and the COUNCIL, will be responsible at all times for the maintenance of all of the planning work performed under this Agreement and especially, the COMMISSION will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each from and against any and all actions, damages, claims loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at anytime arising out of or connected with performed work.
- (e) By entering into this Agreement, the COUNTY, the CITIES, the COMMISSION, and the COUNCIL are not agents of the STATE, its officers, employees, agents or assigns. The COUNTY, the CITIES, the COMMISSION, and the COUNCIL are independent

entities from the STATE and nothing in this Agreement creates an agency relationship between the parties.

- (f) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- (g) Nothing shall be construed under the terms of this Agreement by the COUNTY, the CITIES, the COUNCIL, or the STATE that will cause any conflict with Title 23, Section 15 (1) of the Laws of the State of Alabama (7/24th Law).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

COUNTY OF LEE

Administrator

Chairman

ATTEST:

CITY OF AUBURN

Clerk

Mayor

ATTEST:

CITY OF OPELIKA

Clerk

Mayor

ATTEST:

SOUTHEAST REGION

Secretary

Region Engineer

ATTEST:

LEE-RUSSELL COUNCIL OF GOVERNMENTS

Clerk

Chairman

Attachment: New MPO Agreement (1167 : Revision of MPO Planning Process)

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: Jim Ruppelito by J.T.
Chief Counsel, Jim Ruppelito, Jr.

RECOMMENDED FOR APPROVAL:

Multimodal Transportation Engineer,
Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

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

Transportation Director, John R. Cooper

The foregoing agreement is hereby executed in the name of the State of Alabama and signed by
the Governor on this ____ day of _____, 20 ____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

Attachment: New MPO Agreement (1167 : Revision of MPO Planning Process)

1234

Since Alabama Department of Transportation (ALDOT) has changed the organization structure of its areas of operation from Divisions and Districts to Regions and Areas, and because Lee and Russell Counties have changed association of this structure the procedural agreement with ALDOT and the Lee County MPO is being revised by this attached agreement that Auburn, Opelika and Lee County will sign jointly. Because of the multiple agencies involved, it is recommended to have four original signed version of the agreement.

Attachment: Reason for the Revised Agreement (1167 : Revision of MPO Planning Process)

RESOLUTION NO. (ID # 1169)

Purchase Traffic Control Signal Cabinet, Hardware & Poles.

WHEREAS, current traffic counts and site distance at the intersection of Spring Street and Pepperell Parkway are sufficient for the installation of a traffic control signal (the “traffic control signal”) at said intersection; and

WHEREAS, the City of Opelika, Alabama, (the “City”) has also contracted services to improve and add a turning lane at the intersection of 2nd Avenue and North 6th Street and further desires to improve and upgrade the existing signal infrastructure at said intersection; and

WHEREAS, the estimated project cost for the traffic signal installation and upgrades for both of these intersections is approximately \$169,717; and

WHEREAS, the City desires to solicit bids or price quotes for the construction and installation of the traffic control signals at the earliest practical time; and

WHEREAS, the City desires to solicit bids for the required decorative steel mast poles with arms and will furnish to the selected contractor the poles, equipment and/or the associated hardware to be utilized in the project in order to expedite the completion of the project; and

WHEREAS, a controller cabinet and associated hardware can be purchased without competitive bidding by the City under State contracts made for the benefit of counties and municipalities; and

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

1. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order under the State contract for the purchase of the controller cabinet and associated hardware.

2. That the City Engineer and Purchasing-Revenue Manager is hereby authorized to prepare bid documents and solicit competitive bids for the poles.

3. That the City Engineer and Purchasing-Revenue Manager are hereby authorized to prepare bid documents and solicit competitive bids or quotes for the installation of the traffic control signal utilizing the equipment and poles to be furnished by the City.

4. That the Mayor and the Controller are hereby authorized and directed to transfer sufficient funds from the 2011 Road Construction Fund to cover all costs associated with the installation of said traffic control signal and equipment, including the purchase of the poles, equipment and associated hardware and to make the appropriate budgeting and accounting entries.

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

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

**Traffic Signal Installation at Spring Street and Pepperell Parkway
and Traffic Signal Upgrade at 2nd Avenue and North 6th Street**

City of Opelika Engineering Department Estimate

19-Jun-15

Spring Street at Pepperell Parkway Material

Item#	Description	Qty	Unit	Unit Price	Estimate	
						Bid Amnt
730F000	Metal Traffic signal pole mast with 35' and 50' arm	1	EA	\$ 18,000.00	\$	18,000.00
730G001	Metal Traffis signal pole mast with 35' arm	1	EA	\$ 12,000.00	\$	12,000.00
730P022	Vehicular Signal Head 12", 3-section, Type LED	6	EA	\$ 735.00	\$	4,410.00
730P024	Vehicluar Signal Head 12", 5-section, Type LED	2	EA	\$ 1,175.00	\$	2,350.00
730R022	Controller Assembly, TYPE III, 8-Phase	1	EA	\$ 6,000.00	\$	6,000.00
730U015	Video Detection System	1	LUMP	\$ 15,000.00	\$	15,000.00
Spring at Pepperell Material Sub Total					\$	57,760.00

6th Street at 2nd Avenue Material

730F000	Metal Traffic signal pole arm with 35' and 50' mast	2	EA	\$ 18,000.00	\$	36,000.00
730P022	Vehicular Signal Head 12", 3-section, Type LED	5	EA	\$ 735.00	\$	3,675.00
730P024	Vehicluar Signal Head 12", 5-section, Type LED	1	EA	\$ 1,175.00	\$	1,175.00
6th and 2nd Material Sub Total					\$	40,850.00

Installation Contractor

730C000	Furnishing and Installing Traffic Control Unit	2	LS	\$ 17,500.00	\$	35,000.00
730E000	Metal traffic signal pole foundation	4	EA	\$ 2,200.00	\$	8,800.00
730G001	Metal Traffic Signal Strain Pole (service pedestal)	2	EA	\$ 700.00	\$	1,400.00
730K000	Traffic Signal Junction Box	2	EA	\$ 275.00	\$	550.00
730L002	1" Metallic Conduit	75	LF	\$ 7.00	\$	525.00
730L005	2" Non-Metallic Conduit	385	LF	\$ 7.00	\$	2,695.00
Installation sub total					\$	48,970.00

Subtotal	\$	147,580.00
15% Contingency	\$	22,137.00
TOTAL	\$	169,717.00

Attachment: signal estimate (1169 : Purchase Signal Equipment & Installation at Spring St and 6Th Ave.)

1237

Fact Sheet

For the Traffic control signal at the intersection of Spring Street and Pepperell Parkway and Upgrade to the traffic control signal at the intersection of 2nd Avenue and North 6th Street

Spring Street and Pepperell Parkway:

The Lee County Youth Development Center and other residents near the facility utilizes Spring Street to access Pepperell Parkway. The high traffic volumes on Pepperell Parkway and the poor visibility from Spring Street makes this a difficult and dangerous intersection. The Engineering Department is proposing a two phase construction process to install a traffic control signal at this location.

Phase 1-will be to purchase the poles and equipment directly from the vendors, either through the State wide bid or through a special purchasing bid process. This is done to save cost on a full contract because tax or profit will not be added to the devices.

Phase 2-hire a contractor to install the devices provided by the City and provide necessary parts and services to set up the traffic signal.

2nd Avenue and North 6th Street:

Resolution 109-15 approved the bid to add a left turn lane on N. 6th Street to D & J Enterprises on May 19th for \$71,046. The construction is set to begin soon and part of this construction is to prepare the intersection for signal improvements.

Tying in with the Spring Street project, poles and equipment will be ordered together to upgrade the signal at 2nd and 6th for underground wiring and decorative poles with mast arms. The equipment purchasing and installation contractor with Phase 1 and 2 above will be utilized for this intersection as well.

Attachment: Fact Sheet (1169 : Purchase Signal Equipment & Installation at Spring St and 6Th Ave.)

ORDINANCE NO. (ID # 1199)

Lease Agreement with Terry Henderson

ORDINANCE NO. _____

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama (the “City”) is not currently needed for public or municipal purposes, to-wit:

One (1) office room in the Engineering Department of the Public Works Administration Building located at 700 Fox Trail, Opelika, Alabama.

Section 2. That the City, having received an offer from Terry Henderson to lease said office room described in Section 1 above, it is hereby declared to be in the best interest of the public and the City, to lease said office room to Terry Henderson at a monthly rental of \$500.00 for a term of three (3) months ending on September 30, 2015.

Section 3. That a proposed Lease Agreement to be entered into between the City and Terry Henderson, a copy of which is attached as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. That the Mayor and the City Clerk are hereby authorized and directed to execute, attest and deliver said Lease Agreement in the name and on behalf of the City.

Section 5. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 6. That the City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR 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)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made this the ____ day of July, 2015 (the “Effective Date”) by and between the City of Opelika, Alabama, a Municipal Corporation, (hereinafter referred to as “**LANDLORD**”), and Terry Henderson (hereinafter referred to as “**TENANT**”).

In consideration of the mutual covenants contained herein, **LANDLORD** and **TENANT** agree as follows:

1. **Property leased.** **LANDLORD** hereby leases to **TENANT** and **TENANT** hereby leases from **LANDLORD** for the term and for the terms, covenants and conditions set forth in this Lease, one (1) office room in the Engineering Department located within the Public Works Administration Building located at 700 Fox Trail, Opelika, Alabama, said premises being hereinafter referred to as the “Leased Premises”.
2. **Term.** The term of this Lease (the “Term”) shall be three (3) months commencing on the effective date and ending on September 30, 2015.
3. **Rent.** **TENANT** agrees to pay **LANDLORD** monthly rent for the term of this Lease in the sum of five hundred dollars (\$500.00). Rent shall be payable in advance on the 10th day of each month commencing July 10, 2015 and continuing on the 10th day of each month thereafter until the termination of this Lease.
5. **Condition of Premises.** **TENANT** accepts the Leased Premises in its present, “AS IS” condition. **LANDLORD** shall not be obligated to perform any work, or make any improvements or alterations to the Leased Premises. **TENANT**, during the term of this Lease, shall keep the Leased Premises in clean condition, free of debris and trash.

6. Use. The Leased Premises shall be used by the **TENANT** for commercial/governmental office space. The Leased Premises shall not be used for any other purpose without the written consent of **LANDLORD**.

7. Compliance with Laws. **TENANT** shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities as to its use of the Leased Premises. **TENANT** shall not do, or permit to be done, any act within or upon the Leased Premises which invalidates any fire insurance policies covering the building, fixtures or property therein; and shall not bring or keep anything therein, except not or hereafter permitted by the Opelika Fire Department, the Fire Insurance Rating Organization, or other authority having jurisdiction.

8. Indemnification. **TENANT** agrees to indemnify and hold **LANDLORD** harmless from and against any and all liability for any injury to or death of any person or persons or any damaged property in any way arising out of or connected with the use or occupancy of the Leased Premises, or in any way arising out of the activities of the **TENANT**, his employees, guests, and invitees, and from all costs, expenses, liabilities, including, but not limited to, court costs and reasonable attorney's fees incurred by the **LANDLORD** in connection therewith, excepting, however, liability caused by the **LANDLORD'S** gross negligence.

9. Smoking. No smoking is allowed on the Leased Premises. This rule will be strictly adhered to.

10. Alcoholic Beverages. Alcoholic beverages are prohibited on the Leased Premises. This rule will be strictly adhered to.

11. Care of Leased Premises. TENANT agrees to use due care in the use of the Leased Premises and further agrees that he will not commit waste thereon.

12. Remedies for Default. If TENANT shall fail to pay rent when due, shall default in any other provision of this Lease, or shall abandon the Leased Premises, LANDLORD, in addition to all other remedies provided either at law or in equity, may reenter and take possession of the Leased Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass.

All rights and remedies of LANDLORD under this Lease shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

13. Attorney's Fees. LANDLORD shall be entitled to recover reasonable attorney's fees and costs in connection with any action or proceeding to enforce this Lease or otherwise secure any rights due it under this Lease or as may be accorded by law.

14. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto, and any change or modification to this Lease shall be in writing and signed by the parties hereto.

15. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

16. Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties and their respective successors, legal representatives, heirs and assigns.

IN WITNESS WHEREOF, **LANDLORD** and **TENANT** have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF OPELIKA-- LANDLORD

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

TERRY HENDERSON
TENANT

Attachment: Lease Engineering office 070215 (1199 : Lease Agreement with Terry Henderson)