



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
October 6, 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
 1. Henry Smith will provide the invocation.
4. Pledge of Allegiance
 1. Sania Stringer and Emily Hess from the Northside Intermediate School.
5. Reading of Minutes
 1. Minutes from the 9-15-15 CM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Patricia Jones, President Pro-Tem
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gray, Smith T, Canon, Smith
6. Unfinished Business
7. Remarks By the Mayor
 1. Mayor Fuller reminded everyone that October was Breast Cancer Awareness month and there would be a Think Pink Walk Saturday morning at 9:30am at Court House Square.
 2. Mayor Fuller appointed Tasha Fuller to the Opelika Housing Authority.
 3. Mayor Fuller reminded everyone that four intersection would be closed starting Friday for the painting of street art which is part of the Carver-Jeter Plan.
 4. Mayor Fuller recognized Denise Rogers as a member of the current 20 Under 40 class.
 5. Mayor Fuller stated that this is Public Power Week and presented to each council member a new car tag created by OPS..
 6. Employee service award presentations.
Mayor Fuller presented service awards to city employees from various city departments. Mayor Fuller reminded the city council and employees that there would be an service award reception in the morning at the city hall conference room.
 7. Drawing for the annual safety awards.
Mayor Fuller asked President Smith to draw the names of the employees that won an annual safety award. The 3rd place winner received \$150, 2nd place \$250 and 1st place \$910.
8. Citizen Communications
(Limit comments to five minutes or less)

No one came forward to speak.
9. Report of Disbursements
10. Committee Reports
11. General Business
 1. Request by EAMC, Temporary Street Closures on 11/19 and 12/04.

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

2. Life Chain Request / Use of City ROW.

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

3. Public Hearing Weed Abatement - 1109 Magnolia St

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

4. Public Hearing - Weed Abatement Assessment - 600 Meadow Ave

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

5. Public Hearing for Demolition - 1201 Elliott Avenue

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

6. Public Hearing for Demolition - 1309 S. Long Street

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

12. Awarding of Bids

1. Resolution 254-15 Oral Recommendation - Nine (9) 2015 SUV Equal to Chevy Tahoe - OPD.

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

2. Bids 255-15 Oral Recommendation, Police Packages for Nine OPD Vehicles

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

3. Bids 256-15 Traffic Signal Poles - Eng

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

13. Resolutions

1. Resolution 257-15 Expense Reports from Various Depts.

- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
2. Resolution 258-15 Designate City Personal Property Surplus and Authorize Disposal
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Larry Gray, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
3. Resolution 259-15 One (1) 2015 Peterbilt Model 320 Chassis with McNeilus Model 2849 Body - SW
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Dozier Smith T, Council Member |
| | SECONDER: | Patricia Jones, President Pro-Tem |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
4. Resolution 260-15 Mobile Communication Services - Verizon Wireless
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Larry Gray, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
5. Resolution 261-15 Weed Abatement Assessment - 1109 Magnolia St.
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
6. Resolution 262-15 Weed Abatement Assessment - 600 Meadow Ave
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Larry Gray, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
7. Resolution 263-15 Ordering a Demolition - 1201 Elliott Avenue
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Dozier Smith T, Council Member |
| | SECONDER: | Patricia Jones, President Pro-Tem |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
8. Resolution 264-15 Ordering a Demolition - 1309 S. Long Street
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Larry Gray, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
9. Resolution 265-15 Annual Appropriation Contract, Christian Care Ministries.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 266-15 Annual Appropriation Contract for Services OIDA
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 267-15 Consulting Services Contract with R360
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
12. Resolution 268-15 Tax Abatement for Ironstrike
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolution 269-15 Special Appropriation, Envision Opelika - Character Council Programs.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
14. Resolution 270-15 Special Appropriation, Opelika Chamber - Lee Co. Young Leaders Program.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
15. Resolution 271-15 Moratorium for Sign Ordinance
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
16. Resolution 272-15 CDBG Reprogramming of Unexpended Funds
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
17. Resolution 273-15 Lease Agreement with Lee County - Two Recycling Trailers.

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

18. Resolution 274-15 Terminate Contract for Probation Services.

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

19. Resolution 275-15 New Job Classification & Job Description for Probation Officer.

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

20. Resolution 276-15 Annual Appropriation Contract - Employer Child Care Alliance

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

14. Ordinances

1. Ordinance 121-15-ORD Amend Zoning Map, Rezoning from R-4 to I-1 at 207 Avenue a
- 2Nd Reading.

RESULT: **SECOND READING AND APPROVED [4 TO 0]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSTAIN: Patricia Jones

2. Ordinance 122-15-ORD Amend Zoning Map of Zoning Ordinance, Rezoning from I-1,
GC to C-2, GC - 2Nd Reading.

RESULT: **SECOND READING AND APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

3. Ordinance 123-15-ORD Speed Limit Change on Oak Bowery Road - 2Nd Reading.

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

4. Ordinance 124-15-ORD Lease Agreement Between the City and KOB & OMS - 2Nd
Reading.

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

15. Appointments

1. Appoint Isaac Nunn to the Lee Co. Youth Development Board. New term ends 10-01-19.

Councilman Gray stated he had no problem with Reverend Nunn but, he thought it might be a conflict of interest for him to serve on the board.

President pro-tem Jones stated she had checked with the City Attorney to make sure this appointment would not be a conflict of interest.

RESULT: **APPROVED [4 TO 1]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
NAYS: Larry Gray

16. Adjourn

These City Council meeting minutes of 10-6-15 are hereby adopted and approved this the 20th day of October, 2015.

/s/ Eddie Smith

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

City Clerk - Treasurer

1. Motion

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 1357)**

Meeting: 10/06/15 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1357

Minutes from the 9-15-15 CM.

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



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 204 South 7th Street
September 15, 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
 1. Chuck Ferrell from First Baptist Church.
4. Pledge of Allegiance
 1. Jasmine Smith from Soutview Primary School.
5. Reading of Minutes
 1. Minutes from 9-01-15 City Council Meeting.
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Unfinished Business
7. Remarks By the Mayor
 1. July 2015 Financial Report
 A summary was presented by Joey Motley, City Administrator.
 2. Monthly Building Reports - August 2015.
 A summary was presented by Joey Motley, City Administrator.
 3. Recognize 20<40 class member - Cynthia Landry.
 President Smith recognized Cynthia in the audience.
 4. Present a proclamation declaring Angels Riding for Autism Day.
 President Smith read the proclamation and President pro-tem Jones presented the proclamation.
8. Citizen Communications
 (Limit comments to five minutes or less)
 1. Karlene Turkington thanked Mayor Fuller and the City Council for hearing the citizens and working for a better solution to animal control. Good government is not always cheap government. Opelika is a great City.
 2. Elizabeth Mueller, President of the Lee Co. Humane Society, thanked Mayor Fuller and the City Council for working with the LCHS to correct the issues. The LCHS is looking forward to a stronger partnership with the City. The LCHS also has a couple of open Board positions and invited Opelika citizens to apply.
 3. Oscar Penn thanked Mayor Fuller and the City Council for working out an agreement with the LCHS. Mr. Penn also stated the Carver-Jeter Plan is great but, there are still some drainage issues in the Jeter area and we need more outdoor P&R activities.
9. Report of Disbursements
10. Committee Reports
11. General Business
 1. Request for Street Closure by Main Street / Annual Think Pink Walk

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

2. Request to Close Intersections / Carver-Jeter Initiative.

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

3. Request by LMG LLC DbA ZaZu for a Restaurant Retail Liquor & a Retail Beer on Premise License.

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

4. Public Hearing for Demolition - 508 Lee Street

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

5. Public Hearing - Vacate Northwest Portion South 5Th Street Between Avenue A' & Avenue B

Jerry Kelley, Director of Planning, provided a summary. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said vacating of property. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing, Amend Zoning Map, from R-4 to I-1 at 207 Avenue A

Jerry Kelley provided a summary. President Smith asked if there was anyone present that would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing, Amend Zoning Map, Rezoning from I-1, GC to C-2, GC - Greater Peace Drive

Jerry Kelley provided a summary. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

8. Notice of Public Hearing - Development Agreement (MRP)

Bob Shuman, City Clerk, provide a summary of this development agreement. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said development agreement. No one came forward to speak. President Smith closed the public hearing.

9. Legal Notice of Public Meeting (CH)

Bob Shuman, City Clerk, provide a summary of this development agreement. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said development agreement. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

13. Resolutions

1. Resolution 234-15 Expense Reports from Various Departments.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
2. Resolution 235-15 Designate City Personal Property Surplus and Authorize Disposal
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
3. Resolution 236-15 Purchase Two (2) 2015 Chevrolet Silverado 1500 Pickup Trucks - SW
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
4. Resolution 237-15 Cell Tower, Special Use Permit, Southern Linc, 1015 West Point Pkwy.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
5. Resolution 238-15 Resolution for Demolition - 508 Lee Street
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 239-15 Vacation of Northwest Portion of South 5Th Street Between Avenue A' & Avenue B
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 240-15 Annual Renewal of the Group Life Insurance Contract.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
8. Resolution 241-15 Annual Renewal of the Excess Loss Insurance Contract.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 242-15 Annual Renewal General Liability Insurance.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 243-15 Annual Renewal of the Group Health Insurance Contract.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 244-15 Policies and Fees for Vacation of Right-Of-Way
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
12. Resolution 245-15 Adoption of the Hazards Mitigation Plan.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolution 246-15 Approval of Project Development Agreement (MRP).
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
14. Resolution 247-15 Reserve City Council Current Year Discretionary Account Balance.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
15. Resolution 248-15 City of Opelika FY 2016 Budget.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
16. Resolution 249-15 Contract with Two Local Veterinarians / Animal Impound-Shelter
 Services.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
17. Resolution 250-15 Agreement for Engineering Services for Down Town Bicycle Plan.

- RESULT: APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
18. Resolution 251-15 Agreement Between the City and EAMC for OPD Services.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
19. Resolution 252-15 Contract with City of Auburn for OFD Services.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
20. Resolution 253-15 Annual Appropriation Contract with Christian Care Ministries
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
14. Ordinances
1. Ordinance Amend Zoning Map, Rezoning from R-4 to I-1 at 207 Avenue A
This was the First Reading. Said ordinance was introduced by Mr. Smith T.
RESULT: FIRST READING INTRODUCED
2. Ordinance Amend Zoning Map of Zoning Ordinance, Rezoning from I-1, GC to C-2, GC
This was the First Reading. Said ordinance was introduced by Mr. Gray.
RESULT: FIRST READING INTRODUCED
3. Ordinance Speed Limit Change on Oak Bowery Road
This was the First Reading. Said ordinance was introduced by Mr. Canon.
RESULT: FIRST READING INTRODUCED
4. Ordinance 120-15-ORD Approval of Project Agreement (CH)
This was the First Reading. Said ordinance was introduced by Mr. Canon.
Then Mr. Smith T made the motion to suspend the rules and was seconded by Ms. Jones. The following vote was recorded:
- Ayes Jones, Gray, Smith T, Canon, Smith.
Nays None.
- RESULT: FIRST READING AND APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
5. Ordinance Lease Agreement Between the City and KOB & OMS.
This was the First Reading. Said ordinance was introduced by Mr. Canon.
RESULT: FIRST READING INTRODUCED
15. Appointments
1. Re-appoint David Hudmon to the Board of Adjustments & Appeals. New term ends 10-01-19.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Larry Gray, Council Member

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

2. Appoint Isaac Nunn to the Lee Co. Youth Development Board. New term ends 10-01-19.

This appointment was introduced and will be considered at the CM on 10-06-15.

16. Adjourn

These City Council meeting minutes of 9-15-15 are hereby adopted and approved this the ____ day of _____, 2015.

President of the City Council

City of Opelika, Alabama

ATTEST:

City Clerk - Treasurer

1. Motion to adjourn.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

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

Attachment: CM 10-06-15, minutes 9-15-15 CM. (1357 : Minutes from the 9-15-15 CM.)

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 1362)**

Meeting: 10/06/15 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1362

Request by EAMC, Temporary Street Closures on 11/19 and 12/04.

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

Shuman, Robert

From: Tracy Garner <tracy.garner@eamc.org>
Sent: Tuesday, September 22, 2015 11:33 AM
To: Shuman, Robert
Cc: Lindsay Eidson; Clara Pitts
Subject: Gain Share day and Turkey Day

Mr. Shuman ,

I would like to make two separate requests for closing East Thomason Circle again this year for East Alabama Medical Center . One is for November 19th from 11 A.M. to 2 P.M. and the other is for December 4th from 7:30 A.M. to 4:00. The November 19th date is for our annual Gainshare day and the December 4th date is for our annual Turkey day. EAMC security and maintenance would handle traffic and setting up / removing barriers. Can this be added to the October 20th council meeting ? If the October meeting is not possible can it be added to the November 3rd meeting ? Thank you for your help.

Colton Tracy Garner

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Attachment: CM 10-06-15, Gain Share day and Turkey Day (1362 : Request by EAMC, Temporary Street Closures on 11/19 and 12/04.)

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 1366)**

Meeting: 10/06/15 07:00 PM

Department: City Clerk

Category: Request - Use of City ROW

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1366

Life Chain Request / Use of City ROW.

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

10/6 cm
per ES**Shuman, Robert****Subject:** Life Chain

On Sep 11, 2015, at 12:16 PM, Angela Hamby <alotthambys@charter.net> wrote:

Gary,

This is Angela Hamby. Remember me, Childbirth instructor, way back when. When we were all young! Ha Ha!

I am writing you because I want to see about having the yearly Life Chain in Opelika this year, but didn't know who to contact to find out what I needed to do with the city. And thought of you and knowing your Christian values was hoping you could help me. We have been doing this in Auburn for a number of years now. It is a national effort to bring attention to the evils of abortion in our society. It is a prayerful, peaceful one hour and half "Life Chain" on a major thorough fare holding signs that make people think. Our usual spot has been by Village Mall and with all the construction going on there this year, it is just not going to work. We have been talking for the last couple of years that we need to move to an area by Tiger Town. I am thinking the grassy area by Lowe's, O'Charley's, Regions Bank. We usually have about 100 people and they spread out about 6 ft from each other holding preapproved signs. The signs say: Abortion Kills Children, Jesus Heals and Saves, Adoption, A Loving Option, Pray for an End to Abortion (People have a choice which sign they want to hold. We usually do it on the first Sunday of October, but can do it any Sunday in October. Time is usually from 2:30 til 4. I will send you some links to the National Life Chain Association, so that you can understand more where we are coming from. I know that I am late getting on this, but the Lord just wouldn't let me drop it as I was very tempted to do because of so much going on with my work and my family. So I am hoping He will work on your heart to be supportive and put me in contact with who in the city I need to go through. In Auburn we did a Parade Permit that was signed by the chief of Police. We were on the right away easement and not in any business driveways. We told business ahead time that we would be there but not on their actual property. We did get permission from a couple of business for parking in their lots, usually ones that were not open on Sundays anyway. We have the signs. We have a mailing list. We have a following that has helped before and knows the rules. We are not out for confrontation of any kind, just education of this evil in our society. Please let me know what you think and if you could point me to the right contact.

Sincerely in Christ,
Angela Hamby
alotthambys@charter.net
334-332-1833



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Attachment: Cm 10-06-15, Life Chain request, use of city ROW (1366 : Life Chain Request / Use of City ROW.)

Shuman, Robert

From: ESmith@auburnbank.com
Sent: Wednesday, September 23, 2015 4:09 PM
To: Angela
Cc: Shuman, Robert; Fuller, Gary
Subject: Re: Fwd: Use of Parking Lot

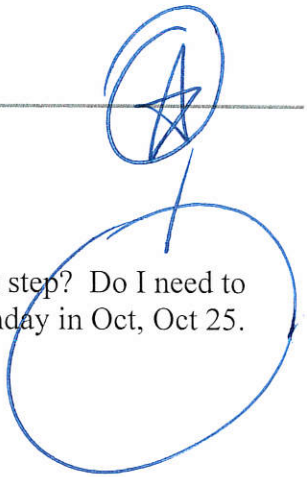
Thanks Angela, just what we needed but I think it needs to be moved back a week to allow Council action. I have copied Bob Shuman and am asking him to put this on the 10/6 Council agenda. Thanks for what you are doing! Eddie

Eddie Smith
 Senior Vice President
 AuburnBank of Opelika

{334} 742-9100
 {334} 742-6602 (D)
 {334} 742-6610 (F)
 esmith@auburnbank.com

From: Angela <alotthambys@charter.net>
 To: Eddie Smith <esmith@auburnbank.com>
 Date: 09/23/2015 03:56 PM
 Subject: Fwd: Use of Parking Lot

Mr. Smith,
 Here is letter of permission for parking and gathering by Regions bank. What is my next step? Do I need to make hard copy and bring to council meeting? Please advise. We are looking at last Sunday in Oct, Oct 25.
 Thanks,
 Angela Hamby
 Sent from my iPhone



Begin forwarded message:

From: Terry Mitchell <terry.mitchell@regions.com>
Date: September 23, 2015 at 2:58:30 PM CDT
To: "alotthambys@charter.net" <alotthambys@charter.net>
Subject: Use of Parking Lot

Angela,

This email is in response to your request to use the parking lot of Regions Bank located at 2401 Gateway Dr, Opelika, AL on Sunday, October 4, 2015.

Regions Bank permits the use of its parking lot on the above mentioned date for the parking of vehicles by your organization. Please understand that Regions Bank request that your vehicles park in the designated parking spaces within the parking lot. This will allow our clients uninterrupted access to our drive up night depository and ATM.

Shuman, Robert

From: ESmith@auburnbank.com
Sent: Thursday, September 24, 2015 2:57 PM
To: Angela
Cc: Shuman, Robert; Fuller, Gary; Motley, Joey; Gunter, Guy
Subject: Re: New letter / Life Chain request

Great, thank you.

Eddie Smith
 Senior Vice President
 AuburnBank of Opelika

{334} 742-9100
 {334} 742-6602 (D)
 {334} 742-6610 (F)
 esmith@auburnbank.com

From: Angela <alotthambys@charter.net>
 To: Eddie Smith <esmith@auburnbank.com>
 Date: 09/24/2015 02:04 PM
 Subject: New letter

Angela,

This email is in response to your request to use the parking lot of Regions Bank located at 2401 Gateway Dr, Opelika, Al on Sunday October 25, 2015

Regions Bank permits the use of its parking lot on the above mentioned date for the parking of vehicles by your organization. Please understand that Regions Bank request that your vehicles park in the designated parking spaces within the parking lot. This will allow our clients uninterrupted access to our drive up night depository and ATM.

We ask that all vehicles be removed from the parking lot by sundown on Sunday, October 25, 2015. Additionally, please collect and remove all debris (if any) created by you while parked on Regions Bank property.

Should you have any questions please feel free to respond to this email or contact me by phone at 334-749-8151.

Sincerely,

Terry Mitchell

Attachment: Cm 10-06-15, Life Chain request, use of city ROW (1366 : Life Chain Request / Use of City ROW.)

Branch Manager
Regions Bank
Opelika, Al

Sent from my iPhone

***** This message contains information from AuburnBank which may be confidential and privileged. If you are not an intended recipient, please refrain from any disclosure, copying, distribution or use of this information and note that such actions are prohibited. If you have received this transmission in error, please notify the sender immediately by telephone or by replying to this transmission. For your protection, please do not send personal information by unsecure email. *****

Attachment: Cm 10-06-15, Life Chain request, use of city ROW (1366 : Life Chain Request / Use of City ROW.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1354)

Meeting: 10/06/15 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:

DOC ID: 1354

Public Hearing Weed Abatement - 1109 Magnolia St

WEED ABATEMENT INVOICE

Date: 09/17/2015

**To: State of Alabama
PO Box 327210
Montgomery Al. 36132**

**Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000**

On August 13, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that 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: 203.70

Certified mail: 12.98

Misc.

Total 216.68

Attachment: WEED INVOICE - 1109 Magnolia St. (1354 : Public Hearing Weed Abatement Assessment - 1109 Magnolia St)

To: State of Alabama
 PO Box 327210
 Montgomery Al. 36132

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1109 Magnolia St. Parcel 10-04-18-2-001-022.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, Parcel No. 022.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$216.68.

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 6th of day October, 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 17th day of September, 2015.

 Jerry Bush
 Code Enforcement Officer

Cc: Joey Motley – City Administrator
 Lillie Finley – Manager Revenue & Purchasing
 Jerry Bush – Code Enforcement Officer
 Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1364)

Meeting: 10/06/15 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1364

Public Hearing - Weed Abatement Assessment - 600 Meadow Ave

WEED ABATEMENT INVOICE

Date: September 24, 2015

**To: Burl C Jones Revocable Trust
3640 Robert E Lee Dr.
Millbrook Al. 36054**

**Property Address:
600 Meadow Ave
Opelika Al. 36801
Parcel # 10-04-18-3-001-001.000**

On August 21, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that 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>124.12</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>137.10</u>

Attachment: WEED INVOICE - 600 Meadow Ave (1364 - Public Hearing - Weed Abatement Assessment - 600 Meadow Ave)

To: Burl C Jones Revocable Trust
3640 Robert E Lee Dr.
Millbrook Al. 36054

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
600 Meadow Ave Parcel 43-10-04-18-3-001-001.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 600 Meadow Ave, Parcel No. 001.000 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 \$137.10.

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 6th day of October, 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 24th day of September, 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 # 1298)

Meeting: 10/06/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: David Chapman

Initiator: Gerald (Jerry) Kelley

Sponsors: Chief Building Inspector Jeff Kappelman

DOC ID: 1298

Public Hearing for Demolition - 1201 Elliott Avenue

August 10, 2015

TO:

Gregory Dean Dudley
161 Lee Road 425
Phenix City, AL 36870

Wendell Fleming
Dawn Fleming
3616 3rd Avenue
Opelika, AL 36801

IRS Advocacy Group
155 Poydras Street
Suite 220-Stop 65
New Orleans, LA 70112-3747

PNC Bank (Successor in interest to Farmers National Bank)
605 2nd Avenue
Opelika, AL 36801

Capital One Bank
c/o Chamblee Brandy Leigh, Esq.
P.O. Box 4953
Montgomery, AL 36103

Farmers National Bank
c/o Robert H. Pettey, Jr., Esq.
P.O. Box 2345
Opelika, AL 36802

Kendrick Shirley
1994 Lee Road 137
Auburn, AL 36832

LVNV Funding, LLC
c/o John H. Nathan, Esq.
P.O. Box 1715

Birmingham, AL 35201

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the “City”) is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Gregory Dean Dudley is the owner of the real property described in this notice. Wendell Fleming and Dawn Fleming are the persons last assessing the subject property for state taxes. PNC Bank, as successor in interest to Farmers National Bank, is a mortgagee. The Department of the Treasury is the holder of liens for unpaid taxes. Capital One Bank, Farmers National Bank, Kendrick Shirley and LVNV Funding, LLC are judgment lienholders. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

Street Address: 1201 Elliott Avenue, Opelika, AL 36801

Legal Description: Lot eight (8) of the survey known as RUDD HEIGHTS SUBDIVISION, as shown on Town Plat Book 3, at Page 88, in the Office of the Judge of Probate of Lee County, Alabama; together with all improvements thereon and all appurtenances thereunto appertaining.

Parcel Identification Number: 43-09-01-12-4-001-041.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on August 6, 2015. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- X (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.

- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.

- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- ☐ (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City

and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 6, 2015, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call Jeff Kappelman, the Building Official assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the 10th day of August, 2015.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420

NOTICE OF REQUIRED REPAIRS

To: **Gregory Dean Dudley**

**161 Lee Road 425
Phenix City, AL 36870**

**Wendell & Dawn Fleming
3616 3rd Avenue
Opelika, AL 36801**

**IRS Advocacy Group
155 Poydras Street
Suite 220-Stop 65
New Orleans, LA 70112-3747**

**PNC Bank (Successor in interest to Farmers National Bank)
605 2nd Avenue
Opelika, AL 36801**

**Capital One Bank
c/o Chamblee Brandy Leigh, Esq.
P.O. Box 4953
Montgomery, AL 36103**

**Farmers National Bank
c/o Robert H. Pettey, Jr., Esq.**

**P.O. Box 2345
Opelika, AL 36802**

**Kendrick Shirley
1994 Lee Road 137
Auburn, AL 36832**

**LVNV Funding, LLC
c/o John H. Nathan, Esq.
P.O. Box 1715
Birmingham, AL 35201**

**Parcel #: 09-01-12-4-001-041.000
Property Address: 1201 Elliott Avenue
Opelika, AL 36801**

Date of Notice: August 10, 2015

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika.

The repairs needed for the above listed property are listed below but not limited to the following:

Exterior:

- **Replace all missing and damaged shingles. Replace roof boards as needed.**
- **Replace all windows with new as all windows are broken and have extensive decay at wood members.**
- **Replace all missing and damaged siding.**
- **Remove all debris from the front porch/deck, including the old electric range and bed frame.**
- **Finish the exterior wall at front entry. (i.e. install insulation and siding).**
- **Cut all grass/weeds.**

Electrical: Secure the electrical service mast head to the side of the house. Light fixture at gable end of home: Install wires in a junction box and re-install fixture, or remove fixture and wire. Place exposed romex wire in an approved conduit at exterior service. Smoke detectors are required inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms.

Note: Only the exterior of this building has been inspected. I was not able to enter the

building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent, all electrical must be in proper working order.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 10th Day of August, 2015.

Sincerely,

**David R. Chapman
Building Inspector**









City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1299)

Meeting: 10/06/15 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: David Chapman

Initiator: Gerald (Jerry) Kelley

Sponsors: Chief Building Inspector Jeff Kappelman

DOC ID: 1299

Public Hearing for Demolition - 1309 S. Long Street

August 7, 2015

Royrickers Cook
Catrina Cook
1962 Kirkland Drive
Auburn, AL 36832

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Royrickers Cook and Catrina Cook, are the owners, or a mortgagee, or a lienholder of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 1309 South Long Street, Opelika, AL 36801

Legal Description: Part of Lots 2 and 5, Block 12, Bennett Survey, Totten's Official Real Estate Map of the City of Opelika, Alabama, 1930, according to and as shown by that certain map or plat thereof of record in Town Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama; together with all improvements thereon and appurtenances thereunto appertaining, being more particularly described as follows: Commence at that certain point in the City of Opelika, Alabama where the East margin of Long Street intersects the Northerly margin of Price Street; run thence North along the East margin of Long Street for a distance of 150 feet to the POINT OF BEGINNING of the parcel of land herein described and conveyed; from said point of beginning, run thence Easterly, parallel with Price Street for a distance of 150 feet; run thence Northerly parallel with Long Street for a distance of 50 feet; run thence Westerly, parallel with Price Street for a distance of 150 feet± to the Easterly margin of Long Street; run thence South along the Easterly margin of Long Street for a distance of 50 feet to the POINT OF BEGINNING.

Parcel Identification Number: 43-10-04-18-2-002-155.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on August 6, 2015. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.

- X (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- X (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 6, 2015, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and

amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call Jeff Kappelman, the Building Official assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the 7th day of August, 2015.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420





Attachment: 1309 S. Long Street Photos (1299 : Public Hearing for Demolition - 1309 S. Long Street)

Attachment: 1309 S. Long Street Photos (1299 : Public Hearing for Demolition - 1309 S. Long Street)

RESOLUTION NO. 254-15

Oral Recommendation - Nine (9) 2015 SUV Equal to Chevy Tahoe - OPD.**FACT SHEET**

SUBJECT: Sealed Bids - Bid #B15-027 - Nine (9) 2015 SUV Equal to Chevy Tahoe; Bid #B15-028 - Police Equipment for Police Package Automobiles

FACTS:

- Bid opening date - 10/2/15
- User Department - Police

RECOMMENDATION:

- **Due to the lateness of the bid openings, I request to make oral recommendations at the October 6, 2015 Council Meeting.**

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for nine (9) 2015 SUV Equal to Chevy Tahoes for the Police Department; and

WHEREAS, Donohoo Chevrolet submitted the sole bid in the amount of \$261,619.74 which included delivery fees for the nine (9) 2015 SUV Equal to Chevy Tahoes; and

WHEREAS, The City of Opelika will be picking up the vehicles from their location, omitting the delivery fees in the total amount of \$2,317.50; therefore, Donohoo Chevrolet has accepted the new negotiated price minus delivery fees in the amount of \$259,302.24; 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 purchase be awarded to Donohoo Chevrolet on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Donohoo Chevrolet in the total amount of \$259,302.24.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the ____ day of _____ 2015.

C.E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 255-15

Meeting: 10/06/15 07:00 PM

Department: City Clerk

Category: Bid - Oral Recommendation

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1385

Oral Recommendation, Police Packages for Nine OPD Vehicles

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Police Equipment for Police Package Automobiles for the Police Department; and

WHEREAS, Emergency Lighting by Haynes submitted the lowest bid meeting 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 purchase be awarded to Emergency Lighting by Haynes on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Emergency Lighting by Haynes in the total amount of \$53,354.25.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____ 2015.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

" Oral Recommendation"

SUBJECT: Sealed Bids - Bid #B15-028 - Police Equipment for Police Package
Automobiles

FACTS:

- Bid opening date - 10/2/15
- User Department - Police
- The bid was mailed to 42 vendors
- 3 bids received
- Budgeted purchase from Capital Outlay
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award bid to Emergency Lighting by Haynes on their low bid meeting specifications in the total amount of \$53,354.25.**

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



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 256-15

Meeting: 10/06/15 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1377

Traffic Signal Poles - Eng

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Traffic Signal Poles for the Engineering Department; and

WHEREAS, Southern Lighting and Traffic Systems submitted the lowest bid meeting specifications; and

WHEREAS, funding is coming from the 2011 Road Construction fund;

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

1. That the Contract be awarded to Southern Lighting and Traffic Systems on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Southern Lighting and Traffic Systems in the amount of \$155,030.00.
3. That the Mayor is hereby authorized to sign all documents pertaining to this Contract.
4. The Controller is authorized to adjust the budget as necessary for this Contract.

APPROVED AND ADOPTED this the ____ day of _____ 2015.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bid #B15-026 – We are asking the Council to approve a contract for Traffic Signal Poles

FACTS:

- Bid opening date – 9/28/15
- User Department – Engineering
- The bid was mailed to 12 vendors
- 3 bids received
- Budgeted purchase from the 2011 Road Construction Fund
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award bid to Southern Lighting and Traffic Systems on their low bid meeting specifications in the total amount of \$155,030.00**

INTERSECTION 1: SPRING ST AND PEPPERELL PKWY INTERSECTION 4: 2ND AVE AND 10TH ST
 INTERSECTION 2: 2ND AVE AND 6TH ST INTERSECTION 5: LAKE CONDY RD AND LAFAYETTE PKWY
 INTERSECTION 3: 2ND AVE AND 8TH ST

VENDOR NAME	INTERSECTION 1	INTERSECTION 2	INTERSECTION 3	INTERSECTION 4	INTERSECTION 5	TOTAL	DISC	TERMS						
A TO Z MUNI-DOT COMPANY														
BALDWIN LIGHTING INC														
BALDWIN POLE & PILING CO INC														
GENERAL TRAFFIC EQUIPMENT CORP														
1) \$	22,970.52	\$	28,749.46	\$	52,966.31	\$	26,062.88	\$	39,811.82	\$	170,560.99	--	Net 30	
2) \$	23,812.64	\$	29,591.58	\$	53,808.43	\$	26,905.00	\$	41,075.00	\$	175,192.65	--	Net 30	
MAYER ELECTRIC SUPPLY CO INC														
MILLERBERND														
PELCO STRUCTURAL LLC														
SOUTHERN LIGHTING & TRAFFIC SYS	\$	26,570.00	\$	29,340.00	\$	28,070.00	\$	28,730.00	\$	42,320.00	\$	155,030.00	--	--
STANFORD DISTRIBUTORS														
TEMPLE INC														
TRAFFIC PARTS INC														

RESOLUTION NO. 257-15

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
-----	-----	
Guy Gunter	Legal	795.45
Kenneth Wilkers	Judge - MC	1,077.81
Derek Lee	OPS	540.04
Tyler Chafee	Economic Dev.	153.13
Tyler Chaffee	Economic Dev.	48.39
Billy Goldsborough	H/R	286.36
Jon Hayes	Accounting	209.33

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

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

Guy F. Gunter, III

DEPARTMENT

Legal Administration

PERIOD ENDING

9/27/2015

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			
SUN 9/27	Orange Beach, AL					142.60						142.60
MON												0.00
TUE												0.00
WED												0.00
THU 9/24	The Island House Hotel Orange Beach, AL	132.09				142.60			27.52			302.21
FRI 9/25	The Island House Hotel Orange Beach, AL	132.09						35.71	19.29			187.09
SAT 9/26	The Island House Hotel Orange Beach, AL	132.09						31.46				163.55
WEEKLY CATEGORY TOTALS \$		396.27	0.00	0.00	0.00	285.20	0.00	67.17	46.81	0.00	0.00	795.45

WEEKLY TOTAL EXPENSES ↑

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

Attend Fall Municipal Law Conference sponsored
by Alabama League of Municipalities at Orange
Beach, AL

METHOD OF REIMBURSEMENT

☐DEDUCT FROM
MY ADVANCE☒

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
9/24	248 x .57.5 Opelika to Orange Beach	142.60
9/27	248 x .57.5 Orange Beach to Opelika	142.60

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Guy F. Gunter, III

Legal Administration

City of Opelika

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

H. Kenneth Wilkes

DEPARTMENT

Municipal Court

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

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS 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												
MON												
TUE												
WED	<u>Sept. 23, 2015</u>	<u>132.09</u>				<u>141.35</u> <u>147.77</u>			<u>17</u>		<u>330</u>	<u>626.86</u> <u>620.44</u>
THU	<u>Sept. 24, 2015</u>	<u>132.09</u>						<u>9</u>				<u>141.09</u> <u>147.77</u>
FRI	<u>Sept. 25, 2015</u>	<u>132.09</u>						<u>15</u>	<u>15</u>			<u>162.09</u>
SAT	<u>Sept. 26, 2015</u>					<u>141.35</u> <u>147.77</u>						<u>141.35</u> <u>147.77</u>
WEEKLY CATEGORY TOTALS \$		<u>396.27</u>				<u>295.54</u>		<u>24</u>	<u>32</u>		<u>330</u>	<u>1064.97</u> <u>1098.2</u> <u>1077.</u>
WEEKLY TOTAL OF EXPENSES \$												<u>1077.</u>

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
			<u>70</u>		

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	AMOUNT
<u>9-23-15</u>	<u>257 x .575</u>	<u>147.77</u> <u>141.35</u>
<u>9-26-15</u>	<u>257 x .575</u>	<u>147.77</u> <u>141.35</u>

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
<u>9-2-15</u>	<u>Registration</u>	<u>330 -</u>

NUMBER OF DAYS AWAY FROM HOME

Sept. 23 - Sept. 26 (3)

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

2015 Municipal Judges Conf.
ORANGE BEACH ALA.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE OR ☒ MAIL TO:H.K. WilkesP.O. Box 2068OPELIKA, AL 36803

SIGNATURE

APPROVED BY

44B-950N • Carbonless S
©1999 Rediform

Packet Pg. 60

Attachment: CM 10-06-15, expense reports (257-15 : Expense Reports from Various Depts.)

NAME Derek S. Lee DEPARTMENT OPS PERIOD ENDING _____

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			383.20			56.92					2.00	442.12
WED												0.00
THU												0.00
FRI					38.00	56.92					3.00	97.92
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	383.20	0.00	38.00	113.84	0.00	0.00	0.00	0.00	5.00	540.04

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
4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0%

NATURE OR PURPOSE OF TRAVEL
NISC Conference in St. Louis Missouri

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☒ MAIL TO

Derek S. Lee @ OPS

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
9/22	99 miles to airport	56.92
9/25	99 miles from airport	56.92

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
9/22	Tip for Doorman	2.00
9/25/215	Tip for Bellman	3.00

SIGNATURE Derek S. Lee

APPROVED BY [Signature]

Attachment: CM 10-06-15, expense reports (257-15 : Expense Reports from Various Depts.)

Name

Department

Expense Report

Tyler Chaffee

ECONOMIC DEVELOPMENT

Period Ending

9/22/2015

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	
9/20/2015	Sun	Dallas, TX				38.85							38.85
9/20/2015	Sun	Dallas, TX				29							29
9/20/2015	Sun	Dallas, TX							13.25				13.25
9/20/2015	Sun	Dallas, TX								5.01			5.01
9/21/2015	Mon	Dallas, TX								13.83			13.83
9/22/2015	Tue	Dallas, TX						6.19					6.19
9/22/2015	Tue	Atlanta, GA				47							47

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
9/20/2015	Tyler Chaffee	Texas Rangers	Travel meal	13.25	100%	0
9/20/2015	Tyler Chaffee	Four Seasons	Travel meal	5.01	100%	% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS
9/21/2015	Tyler Chaffee	Taco Diner	Travel meal	13.83	100%	0
9/22/2015	Tyler Chaffee	Einstein Bagels	Travel meal	6.16	100%	NATURE OR PURPOSE OF TRAVEL
					100%	Consultants Forum

METHOD OF REIMBURSEMENT

1

DEDUCT FROM M OR

[illegible]

SIGNATURE

APPROVED BY

Tyler Chaffee

ECONOMIC DEVELOPMENT

Period Ending

9/21/2015

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

NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY														
				TRANSPORTATION				BUSINESS MEALS				MISC.		
Date	Day	CITY AND STATE	LODGING	AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	Itemize Below			ENTERTAINMENT	EXPENSES	DAILY TOTAL
									BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
9/15/2015	Tue	Montgomery, AL								10.99				10.99
9/16/2015	Wed	Auburn, AL								10.55				10.55
9/17/2015	Thur	Auburn, AL								14.12				14.12
9/14/2015	Mon	Auburn, AL								12.73				12.73

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL							
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE		TIME & PLACE		NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS
9/14/2015	Tyler		BurgerFi		Travel Meal	12.73	100%
9/15/2015	Tyler		Taziki's Med. Café		Travel Meal	10.99	100%
9/16/2015	Tyler		Newk's		Travel Meal	10.55	100%
9/17/2015	Tyler		BurgerFi		Travel Meal	14.12	100%
							100%

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS	
---	--

0

% OF TOTAL DAYS AWAY FROM PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Auburn University Intensive Course

METHOD OF REIMBURSEMENT

DEDUCT FROM M OR

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

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

08-30-15 to 09-05-15

WEEKLY TOTAL EXPENSES☐ MAIL

DATE	ITEMS	AMOUNT
	Total	

APPROVED BY

Packet Pg. 64

EXPENSE REPORTPERIOD ENDING 9-30-15

NAME

Jon Hayes

DEPARTMENT

Accounting

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

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED												
THU												
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$												MILEAGE <u>209 33</u>

WEEKLY TOTAL OF EXPENSES **↑**

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
			Exs Verified Inv. Procs C-Post AG-Verification		

ITEMIZED AUTOMOBILE EXPENSES			ITEMIZED MISCELLANEOUS EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	AMOUNT	DATE	ITEMS	AMOUNT
Various	See attached Spread Sheet	209 33			

NUMBER OF DAYS AWAY FROM HOME _____

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS _____

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS _____

NATURE OR PURPOSE OF TRAVEL _____

METHOD OF REIMBURSEMENT _____

☐ DEDUCT FROM MY ADVANCE OR ☒ MAIL TO: Deliver

Jon Hayes
Acctg. Dept.

Jon Hayes
SIGNATURE

APPROVED BY [Signature]

RESOLUTION NO. 258-15

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.	Hustler 60" Mower	87001947
2.	1	Ea.	Motorola WT	87002159
3.	1	Ea.	Motorola WT	87002751
4.	1	Ea.	Motorola WT	87002752

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

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 259-15

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 \$50,000.00 will come from a trade in credit for unit #839, \$190,450.00 will come from Capital Outlay, and the balance of \$4,382.00 will come from the 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 \$194,832.00.
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

9/28/2015

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
Trade in Credit	\$	(50,000.00)
Tax (0%)	\$	00.00

Total	\$	190,450.00
-------	----	------------

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. 260-15

Mobile Communication Services - Verizon Wireless**RESOLUTION NO. _____**

WHEREAS, the City of Opelika desires to purchase mobile communications services, equipment and accessories; and

WHEREAS, Verizon Wireless the State Contract vendor; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be made from Verizon Wireless utilizing the State of Alabama Contract #T-302 alleviating the necessity of sealed bids.
2. That the Mayor be authorized to execute all documents pertaining to the Contract.
3. That the Purchasing Agent be authorized to issue a purchase order to Verizon Wireless on an as needed basis.

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

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

WIRELESS SVC/EQUIP
CDNTRACT

T-NUMBER..... : T302
USAGE..... : STATEWIDE CONTRACT
PERIOD..... : OCTOBER 1, 2014 TO SEPTEMBER 30, 2016
SOLICITATION NO : 2261003

CDNTRACT BUYER..... : PAT ANTILE

BUYER PHONE.. : (334) 242-7253 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 06/24/15

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE:

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

* * * * *

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

THIS CONTRACT IS A MULTIPLE AWARD CONTRACT WITH FOUR VENDORS:

- * AT&T MOBILITY NATIONAL
- * SPRINT SOLUTIONS
- * T-MOBILE
- * VERIZON WIRELESS

USERS OF THIS CONTRACT MAY CHOOSE ANY OF THE AWARDED VENDORS FOR THEIR WIRELESS VOICE AND DATA SERVICE.

EXCEPTIONS:

THE FOLLOWING ARE NOT ALLOWED ON THIS CONTRACT:

- * PUSH TO TALK (TWO-WAY) SERVICE

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE:

- * NETBOOKS, TABLETS, IPADS AND RELATED ACCESSORIES
- NOTE: USERS MUST OBTAIN SERVICE FOR THESE ITEMS FROM THIS CONTRACT

ALL STATE AGENCIES ARE INSTRUCTED TO SET UP CONTRACT RELEASE ORDERS FOR WIRELESS VOICE AND/OR DATA SERVICE AND FOR EQUIPMENT PURCHASES.

*** ATTENTION VERIZON USERS ***
VERIZON USERS WITH PURCHASE ORDERS THAT INCLUDE SERVICES ONLY OR SERVICES AND EQUIPMENT/ACCESSORIES MUST REMIT TO VENDOR #

223372889-09.

VERIZON USERS WITH PURCHASE ORDERS FOR EQUIPMENT/ACCESSORIES ONLY (NO SERVICE) MUST REMIT TO VENDOR # 223372889-10.

VENDORS WILL NOT REQUIRE STATE AGENCIES TO SIGN ANY DOCUMENTS IN ORDER TO RECEIVE SERVICE AND/OR EQUIPMENT. A PURCHASE ORDER ISSUED BY STATE PURCHASING IS THE ONLY DOCUMENT THAT WILL BE SUBMITTED TO THE VENDOR.

THE STATE OF ALABAMA DOES NOT PAY FEDERAL, STATE OR LOCAL EXCISE TAX, E-911 TAX OR STATE OR LOCAL SALES TAX. THE STATE IS REQUIRED TO PAY THE ALABAMA MOBILE COMMUNICATIONS TAX. IN ADDITION, THE VENDORS MAY CHARGE USERS FOR THE FEDERAL UNIVERSAL SERVICE FUND, THE REGULATORY FEE AND ANY OTHER CHARGES THAT THE VENDORS ARE REQUIRED BY FEDERAL LAW TO COLLECT.

THERE ARE NO CHARGES FOR SERVICE ACTIVATIONS, SHIPPING, UPGRADES OR EARLY TERMINATIONS.

THE STATE WILL ALLOW USERS TO TRADE IN DEVICES FOR UPGRADES OR NEW EQUIPMENT, WITH THE EXCEPTION OF NETBOOKS, IPADS, TABLETS

**** PRICING INFORMATION FOR CONTRACT USERS ****

VENDORS' CONTRACT PRICING IS AVAILABLE FOR VIEWING ON THIS CONTRACT. TO VIEW THE PRICING SHEETS, CLICK ON THE "YES" TO THE FAR RIGHT OF THE CONTRACT TITLE ON THE "ACTIVE STATEWIDE CONTRACTS" PAGE. SCROLL DOWN THE PAGE TO THE VENDOR LISTINGS FOR "T302".

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE:

SOLICITATION NUMBER : 2261003

PURPOSE:

ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR ALL STATE AGENCIES. CONTRACT PRICES ARE AVAILABLE TO ALL LOCAL GOVERNMENTAL AGENCIES AND SCHOOLS.

***** E-RATE *****

THE SCHOOLS AND LIBRARIES PROGRAM OF THE UNIVERSAL SERVICE FUND (E-RATE) MAKES DISCOUNTS AVAILABLE TO ELIGIBLE SCHOOLS AND LIBRARIES FOR TELECOMMUNICATION SERVICES, INTERNET ACCESS, AND INTERNAL CONNECTIONS. THE PROGRAM IS INTENDED TO ENSURE THAT SCHOOLS AND LIBRARIES HAVE ACCESS TO AFFORDABLE TELECOMMUNICATIONS AND INFORMATION SERVICES. THE SERVICES OF THIS RESULTING CONTRACT INCLUDE ELIGIBLE E-RATE SERVICES THAT E-RATE ELIGIBLE ENTITIES INCLUDING PUBLIC K-12 SCHOOLS AND LIBRARIES OF ALABAMA MAY CHOOSE TO PURCHASE.

DETAILED INFORMATION ABOUT THE E-RATE PROGRAM CAN BE FOUND AT [HTTP://WWW.USAC.ORG/SL/](http://www.usac.org/sl/). IT IS A REQUIREMENT THAT THE AWARDED VENDOR WILL PROVIDE A SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN) AND MAINTAIN ELIGIBLE STATUS WITH THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC) AND THE FEDERAL COMMUNICATIONS COMMISSION (FCC) IN ORDER TO PARTICIPATE IN THE E-RATE PROGRAM. IN THE EVENT THAT AN E-RATE ELIGIBLE APPLICANT APPLIES FOR E-RATE ELIGIBLE SERVICES AND IS DENIED FUNDING BY USAC OR FCC THE VENDOR MUST AGREE THAT THE APPLICANT IS TO NOT BE HELD LIABLE FOR THE PURCHASE OF THE SERVICES THAT WERE TO BE ESTABLISHED AS A RESULT OF THE E-RATE APPLICATION.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND,

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE:

THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH

Attachment: 10-6-15 - MOBILE COMMUNICATION SERVICES - CNCL PKT (260-15 : Mobile Communication Services - Verizon Wireless)

PERIOD.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:

ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

PRICE DECREASES:

THE BUYER SHALL BE NOTIFIED IMMEDIATELY IF THERE ARE ANY PRICE DECREASES AFFECTING A STATE TERM CONTRACT. THE STATE SHALL RECEIVE THE BENEFIT OF THE DECREASE AS SOON AS POSSIBLE IN ACCORDANCE WITH THE

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE:

WRITTEN NOTIFICATION FROM THE CONTRACT VENDOR.

PROMOTIONAL OFFERINGS CONSISTING OF CONTRACT ITEMS WILL BE CONSIDERED AND ARE OFFERED AT A REDUCED PRICE FOR THE PROMOTIONAL PERIOD. THE STATE WILL NOT FILE FOR REBATES; THE VENDOR MUST OFFER AND BILL AT THE NET DISCOUNTED PRICE OF THE APPLICABLE OFFERING. VOLUME DISCOUNTS WILL BE ALLOWED WITH THE PROVISION THAT ANY PURCHASING ENTITY THAT PURCHASES THE EQUIVALENT VOLUME BE OFFERED THE SAME RATE OF DISCOUNT. STATE AGENCIES WILL NOT BE REQUIRED TO SIGN ANY DOCUMENT IN ORDER TO RECEIVE LOWER OR PROMOTIONAL PRICING.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

PAGE:

CONTRACT NUMBER	VENDOR NUMBER NAME AND ADDRESS	CONTACT PERSON PHONE NUMBERS/FAX	TERMS AND DELIVERY
4013014	223372889-09 VERIZON WIRELESS 400 RIVERHILLS BUS PARK BIRMINGHAM AL 35242	TOM GRANGER 205-329-0900	NET 30 DAYS ARO
4013015	470882463-00 SPRINT SOLUTIONS, INC. SPRINT 3065 AKERS MILL RD. SE ATLANTA GA 30339	LEE BALLENTINE 404-649-8346	NET 30 DAYS ARO
4013016	911983600-04 T-MOBILE 4751 BROWNS MILL ROAD LASCASSAS TN 37085	AMY HIATT 972-464-3596	NET 30 DAYS ARO
4013017	912016656-00 AT&T MOBILITY II LLC DBA AT&T MOBILITY NATIONAL ACCTS LLC MOBILITY NATIONAL ACCTS 39 ADAMS AVENUE 3RD FL MONTGOMERY AL 36104	DENISE GUY 205-657-0001	NET 30 DAYS ARO

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE:

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
4013014 00001	725-51-077396 WIRELESS VOICE AND/OR DATA SERVICE: MONTHLY RATE, OVERAGES, MOBILE COMMUNI- CATIONS TAX AND OTHER APPLICABLE CHARGES ASSOCIATED WITH WIRELESS VOICE AND/OR DATA SERVICE PER STATEWIDE CONTRACT T302. NOTE: THE STATE DOES NOT PAY FEDERAL EXCISE TAX. E-911 TAX OR STATE/ LOCAL SALES TAX.	.00 % LOT	223372889-09 VERIZON WIRELESS	NET
4013015 00001	725-51-077396 WIRELESS VOICE AND/OR DATA SERVICE: MONTHLY RATE, OVERAGES, MOBILE COMMUNI- CATIONS TAX AND OTHER APPLICABLE CHARGES ASSOCIATED WITH WIRELESS VOICE AND/OR DATA SERVICE PER STATEWIDE CONTRACT T302. NOTE: THE STATE DOES NOT PAY FEDERAL EXCISE TAX. E-911 TAX OR STATE/ LOCAL SALES TAX.	.00 % LOT	470882463-00 SPRINT SOLUTIONS, INC. SPRINT	NET
4013016 00001	725-51-077396 WIRELESS VOICE AND/OR DATA SERVICE: MONTHLY RATE, OVERAGES, MOBILE COMMUNI- CATIONS TAX AND OTHER APPLICABLE CHARGES ASSOCIATED WITH WIRELESS VOICE AND/OR DATA SERVICE PER STATEWIDE CONTRACT T302. NOTE: THE STATE DOES NOT PAY FEDERAL EXCISE TAX. E-911 TAX OR STATE/ LOCAL SALES TAX.	.00 % LOT	911983600-04 T-MOBILE	NET

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE:

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
4013017 00001	725-51-077396 WIRELESS VOICE AND/OR DATA SERVICE: MONTHLY RATE, OVERAGES, MOBILE COMMUNI- CATIONS TAX AND OTHER APPLICABLE CHARGES ASSOCIATED WITH WIRELESS VOICE AND/OR DATA SERVICE PER STATEWIDE CONTRACT T302. NOTE: THE STATE DOES NOT PAY FEDERAL EXCISE TAX. E-911 TAX OR STATE/ LOCAL SALES TAX.	.00 % LOT	912016656-00 AT&T MOBILITY II LLC DBA AT&T MOBILITY NATIONAL ACCTS LLC	NET
4013014 00002	725-51-077397 WIRELESS VOICE AND/OR DATA EQUIPMENT PER STATEWIDE CONTRACT T302 AS FOLLOWS:	.00 % EA	223372889-09 VERIZON WIRELESS	NET
4013015 00002	725-51-077397 WIRELESS VOICE AND/OR DATA EQUIPMENT PER STATEWIDE CONTRACT T302 AS FOLLOWS:	.00 % EA	470882463-00 SPRINT SOLUTIONS, INC. SPRINT	NET
4013016 00002	725-51-077397 WIRELESS VOICE AND/OR DATA EQUIPMENT PER STATEWIDE CONTRACT T302 AS FOLLOWS:	.00 % EA	911983600-04 T-MOBILE	NET
4013017 00002	725-51-077397 WIRELESS VOICE AND/OR DATA EQUIPMENT	.00 % EA	912016656-00 AT&T MOBILITY II LLC DBA AT&T MOBILITY NATIONAL ACCTS LLC	NET

Attachment: 10-6-15 - MOBILE COMMUNICATION SERVICES - CNCL PKT (260-15 : Mobile Communication Services - Verizon Wireless)

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE:

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
PER STATEWIDE CONTRACT T302 AS FOLLOWS:				
4013014 00003	725-51-077398	.00 %	223372889-09 VERIZON WIRELESS	NET
WIRELESS VOICE AND/OR DATA ACCESSORIES PER STATEWIDE CONTRACT T302 AS FOLLOWS:				
4013015 00003	725-51-077398	.00 %	470882463-00 SPRINT SOLUTIONS, INC. SPRINT	NET
WIRELESS VOICE AND/OR DATA ACCESSORIES PER STATEWIDE CONTRACT T302 AS FOLLOWS:				
4013016 00003	725-51-077398	.00 %	911983600-04 T-MOBILE	NET
WIRELESS VOICE AND/OR DATA ACCESSORIES PER STATEWIDE CONTRACT T302 AS FOLLOWS:				
4013017 00003	725-51-077398	.00 %	912016656-00 AT&T MOBILITY II LLC DBA AT&T MOBILITY NATIONAL ACCTS LLC	NET
WIRELESS VOICE AND/OR DATA ACCESSORIES PER STATEWIDE CONTRACT T302 AS FOLLOWS:				

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

IF YOU NEED ASSISTANCE CONCERNING THIS CONTRACT, PLEASE CONTACT THE
BUYER LISTED ON THE COVER PAGE.

THIS CONTRACT CONTAINS 11 PAGES.

Attachment: 10-6-15 - MOBILE COMMUNICATION SERVICES - CNCL PKT (260-15 : Mobile Communication Services - Verizon Wireless)

RESOLUTION NO. 261-15

Weed Abatement Assessment - 1109 Magnolia St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1109 Magnolia St, Parcel No. 022.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, parcel no. 022.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1109 Magnolia St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of October, 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 \$216.68 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1109 Magnolia St, Parcel no. 022.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-022.000 according to the records of the Revenue Commissioner of Lee County Alabama.

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

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: 09/17/2015

**To: State of Alabama
PO Box 327210
Montgomery Al. 36132**

**Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000**

On August 13, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that 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>203.70</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>216.68</u>

Attachment: Weed Invoice - 1109 Magnolia St. (261-15 : Weed Abatement Assessment - 1109 Magnolia St.)

RESOLUTION NO. 262-15

Weed Abatement Assessment - 600 Meadow Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
600 Meadow Ave, Parcel No. 001.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 600 Meadow Ave, parcel no. 001.000 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 600 Meadow Avenue, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of October, 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 \$137.10 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 600 Meadow Ave, Parcel no. 001.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-3-001-001.000 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: September 24, 2015

**To: Burl C Jones Revocable Trust
3640 Robert E Lee Dr.
Millbrook Al. 36054**

**Property Address:
600 Meadow Ave
Opelika Al. 36801
Parcel # 10-04-18-3-001-001.000**

On August 21, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that 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>124.12</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>137.10</u>

Attachment: WEED INVOICE - 600 Meadow Ave (262-15 : Weed Abatement Assessment - 600 Meadow Ave)

RESOLUTION NO. 263-15

Ordering a Demolition - 1201 Elliott Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1201 ELLIOTT AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-09-01-12-4-001-041.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1201 Elliott Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-01-12-4-001-041.000 , (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Gregory Dean Dudley is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Wendell Fleming and Dawn Fleming are the persons last assessing the subject property for state taxes; and

WHEREAS, PNC Bank, as successor in interest to Farmers National Bank, is the mortgagee of record as shown from a search of the records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the lienholders of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama are the following: United States Treasury-IRS, Farmers National Bank, Capital One Bank, Kendrick Shirley and LVNV Funding LLC; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Gregory Dean Dudley, Wendell Fleming, Dawn Fleming, PNC Bank, IRS Advocacy Group, Farmers National Bank, Kendrick Shirley and LVNV Funding, LLC; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, October 6, 2015 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the buildings located at 1201 Elliott Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 6, 2015, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1201 Elliott Avenue, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 1201 Elliott Avenue, Opelika, Alabama, Parcel I.D. Number: 43-09-01-12-4-001-041.000 , is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot eight (8) of the survey known as RUDD HEIGHTS SUBDIVISION, as shown on Town Plat Book 3, at Page 88, in the Office of the Judge of Probate of Lee County, Alabama; together with all improvements thereon and all appurtenances thereunto appertaining.

Also being further described as Parcel Number 43-09-01-12-4-001-041.000 , according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2015.

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

ATTEST:

CITY CLERK

Cc: Gregory Dean Dudley
161 Lee Road 425
Phenix City, AL 36870

Wendell Fleming
Dawn Fleming
3616 3rd Avenue
Opelika, AL 36801

IRS Advocacy Group
155 Poydras Street
Suite 220-Stop 65
New Orleans, LA 70112-3747

PNC Bank (Successor in interest to Farmers National Bank)
605 2nd Avenue
Opelika, AL 36801

Capital One Bank
c/o Chamblee Brandy Leigh
P.O. Box 4953
Montgomery, AL 36103

Farmers National Bank
c/o Robert H. Pettey, Jr., Esq.
P.O. Box 2345
Opelika, AL 36802

Kendrick Shirley
1994 Lee Road 137
Auburn, AL 36832

LVNV Funding, LLC
c/o John H. Nathan, Esq.
P.O. Box 1715
Birmingham, AL 35201







RESOLUTION NO. 264-15

Ordering a Demolition - 1309 S. Long Street

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1309 SOUTH LONG STREET, OPELIKA, ALABAMA
36801, PARCEL ID NO.: 43-10-04-18-2-002-155.000 IN COMPLIANCE WITH
SECTIONS**

**11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.**

OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1309 South Long Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-2-002-155.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Royrickers Cook and Catrina Cook are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Royrickers Cook and Catrina Cook are the persons last assessing the subject property for state taxes; and

WHEREAS, there are no mortgagees or lienholders of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Royrickers Cook and Catrina Cook; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, October 6, 2015 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the buildings located at 1309 South Long Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 6, 2015, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1309 South Long Street, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 1309 South Long Street, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-2-002-155.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Part of Lots 2 and 5, Block 12, Bennett Survey, Totten's Official Real Estate Map of the City of Opelika, Alabama, 1930, according to and as shown by that certain map or plat thereof of record in Town Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama; together with all improvements thereon and appurtenances thereunto appertaining, being more particularly described as follows: Commence at that certain point in the City of Opelika, Alabama where the East margin of Long Street intersects the Northerly margin of Price Street; run thence North along the East margin of Long Street for a distance of 150 feet to the POINT OF BEGINNING of the parcel of land herein described and conveyed; from said point of beginning, run thence Easterly, parallel with Price Street for a distance of 150 feet; run thence Northerly parallel with Long Street for a distance of 50 feet; run thence Westerly, parallel with Price Street for a distance of 150 feet± to the Easterly margin of Long Street; run thence South along the Easterly margin of Long Street for a distance of 50 feet to the POINT OF BEGINNING.

Also being further described as Parcel Number 43-10-04-18-2-002-155.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2015.

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

ATTEST:

CITY CLERK

Cc: Royrickers Cook
Catrina Cook
1962 Kirkland Drive
Auburn, AL 36832





RESOLUTION NO. 265-15

Annual Appropriation Contract, Christian Care Ministries.**RESOLUTION NO. _____**

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

-) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Christian Care Ministries (CCM), a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,
-) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Employer's Child Care Alliance, and retain one copy.

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 - Treasurer

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Christian Care Ministries, hereinafter referred to as "CCM", on this the _____ day of _____, 2015.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2015 and ending the 30th day of September, 2016.
2. During the term of this contract, CCM agrees to provide the following services:
 - Distribution of food and clothing
 - Hot meal through the Soup Kitchen
3. As compensation for the services rendered hereunder, the City agrees to pay to CCM, for the term of this agreement the sum of \$1,500.00 payable in lump sum upon approval and execution of this contract.
4. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. CCM agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. CCM agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. CCM in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by CCM are performed, but on the contrary, CCM shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
8. CCM agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. CCM shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written,

between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _____ day of _____, 2015.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

Christian Care Ministries

BY: Tom Tippet
Tom Tippet
President

ATTEST:



Witness

RESOLUTION NO. 266-15

Annual Appropriation Contract for Services OIDA

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Opelika Industrial Development Authority, a copy of which is hereto attached

as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Opelika Industrial Development Authority, and retain one copy.

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

LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE
OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as "City", and the Opelika Industrial Development Authority, a corporation organized and existing under the provisions of Chapter 92A, Title 11, Code of Alabama (1975) and hereinafter referred to as "Authority", as of this the 1st day of October 2015.

In consideration of the agreements herein contained, it is understood between the parties that the City will furnish funding and space as hereinafter provided and the Authority will provide the following services for or on behalf of the City.

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2015, and ending September 30, 2016; provided, however, that this agreement may be renewed hereafter by the mutual agreements of the parties for one year at a time.
2. The Authority agrees that it will provide the City the following services as its part of the overall agreement with the City of Opelika:
 - (a) Assist the City Economic Developer, hereinafter called Economic Developer, in managing and developing Fox Run Business Park and the Northeast Opelika Industrial Park both of which are owned by the Opelika Industrial Development Authority.

(b) Assist the Economic Developer of the City of Opelika in providing financial assistance and administrative or managerial guidance when needed.

(c) Assist the Economic Developer in coordinating the relationship between the Authority and the City, as he seeks, discovers, attracts, and promotes new and expanding businesses within or close to the City of Opelika.

(d) Assist the Economic Developer in directing and guiding a professionally qualified staff in promotion and carrying out a city-wide economic and industrial development program.

(e) Participate and coordinate with the Economic Developer and the designated research person in gathering up-to-date information, doing necessary research, distributing information and data to be used as advertisements and presentations to manufacturing, commercial and other business prospects.

(f) Cooperate and coordinate with the Economic Developer and with the City department heads in developing and preparing maps, charts, photos, topos, briefing facilities, brochures, reports and other documents as necessary and required adequately to promote new and expanding industry.

(g) Cooperate and coordinate with the Economic Developer and the President of the Chamber of Commerce the work of assisting existing industry for its expansion, solving its local problems, counseling with its leaders and doing other services pertinent to expansion of existing industry in the City of Opelika.

(h) For the mutual economic and industrial development of the City, the Authority will maintain contacts with, and coordinate and work closely with, other agencies of the City, County, and State having similar purposes, such as the Alabama Department of Commerce, the Economic Development Partnership of Alabama, the economic development departments of public and private utilities, local, area and regional planning and development agencies, other industrial development boards or authorities, railways, the state highway department, airlines, water transportation authorities, and other development organizations, including The Economic Development Council, and other similar groups, organizations and agencies.

(i) Periodically assist the Economic Developer in advising the Mayor and City Council of local, state, regional and national trends in economic development.

(j) Assist the Economic Developer of the City of Opelika in providing a timely response to all calls, letters and inquiries which particularly relate to the industrial prospects of the City of Opelika and its facilities for economic expansion and development.

(k) Assist the Economic Developer and Mayor in the public relations effort for the City insofar as it relates to the economic development of the City of Opelika.

(l) Counsel with and assist new or expanding businesses and industries who are interested in moving into this area or expanding existing facilities already within this area.

(m) Cooperate with the Economic Developer of the City of Opelika and its staff in fostering and promoting the City.

3. As compensation for the services to be rendered by the Authority, the City agrees to pay or provide funds with which to pay the Authority during the fiscal year commencing October 1, 2015, the sum of One Hundred Twenty Five Thousand and 00/100 dollars (\$125,000.00) payable in equal monthly installments on the 15th day of each month during said annual term commencing October 1, 2015.

4. Notwithstanding any of the provisions of this agreement, it is understood and agreed that the City has no financial responsibility in the business or the affairs of the Authority, and the City shall not be liable for any debts or obligations incurred by the Authority nor shall it be deemed or construed to be a partner, joint venturer, or participant in or with any of the indebtedness incurred by the Authority in connection with its industrial revenue financing for industry.

5. The Authority shall not have the right to transfer or assign any of the obligations of the Authority to the City evidenced by this agreement.

6. The Authority shall comply strictly with the laws of the State of Alabama in performing its duties hereunder and in carrying out its activities as the issuer of industrial revenue bonds.

7. The Authority agrees and understands that upon violation of any of the covenants and agreements herein contained on its part, or on account of any act or omissions on its part, the City may at its option terminate and cancel this agreement.

8. The City shall provide office space located within the City Hall in the Economic Development Department at which it is understood the Industrial Development Authority may transact its business and hold its meetings.

9. The Authority agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office. Prohibited political activities shall include, but not be limited to the following:

(a) Use of its influence for the purpose of interfering with or affecting the results of elections or the nominations of persons for office.

(b) Use of influence for the purpose of interfering with or affecting the results of partisan referendums.

(c) Lobbying in support of, or otherwise promotion partisan legislation, except that nothing herein shall prohibit the Authority from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

10. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter herein contained, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing and signed by both parties.

11. Subject to the provisions regarding assignment, this agreement shall be

binding upon the parties and their respective successors and assigns.

12. This agreement shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE ____ DAY OF _____, 2015.

CITY OF OPELIKA, ALABAMA

BY _____ ITS MAYOR
Gary Fuller

(SEAL)

ATTEST:

BY _____ ITS CITY CLERK
Robert Shuman

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

BY _____ ITS CHAIRMAN
Ronald Wilson

(SEAL)

ATTEST:

BY _____ ITS SECRETARY
Lori Huguley

Attachment: CITY CONTRACT 2015 (266-15 : Annual Appropriation Contract for Services OIDA)

RESOLUTION NO. 267-15

Consulting Services Contract with R360**RESOLUTION NO. _____****RESOLUTION APPROVING CONTRACT WITH r360, LLC**

WHEREAS, r360, LLC (“r360”) provides customized, cost-effective research, marketing and consulting services to the public sector with respect to retail and commercial development and redevelopment.; and

WHEREAS, r360 has the experience to prepare and implement a retail research and marketing plan for the City of Opelika, Alabama (the “City”) to include proactive marketing and representation at national and regional retail real estate conferences; and

WHEREAS, the City desires to desire to contract with r360 to provide and implement a three (3) year retail research and marketing plan; and

WHEREAS, a proposed Contract (“Contract”) to be entered into between the City and r360 has been prepared and submitted to the Council for approval, and the Council has determined that it is now in the best interest of the City and its citizens to approve said agreement.

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

1. That the attached Contract to be entered into between the City and r360, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto

(by addition, deletion or substitution) as the Mayor shall approve.

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

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

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

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

 PRESIDENT OF THE CITY COUNCIL
 OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



AGREEMENT TO PROVIDE RESEARCH, MARKETING & CONSULTING SERVICES

THIS AGREEMENT is entered into by and between r360, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the **City of Opelika, Alabama** (hereinafter referred to as “Client”) on this the **7th** day of **October, 2015**, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the “Project”) for the **City of Opelika, Alabama**, which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit A.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as **October 7, 2015 to October 14, 2018**. The City of Opelika has the option to terminate the agreement at the end of each contract year in the event of non-performance on the part of r360, LLC. Notice must be received by r360, LLC at least 90 days prior to the annual renewal date of October 15.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$18,000** for the first year. Full payment is to be made upon execution of this agreement and receipt of the invoice from r360, LLC. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The compensation for years two and three shall be **\$18,000** per year payable in the same manner as set forth above. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$20,700** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that r360, LLC has strategic relationships with real estate development firms, tenant rep firms and commercial real estate firms that may be introduced to opportunities in the client's community and these strategic partners may earn fees for services including brokerage, development, leasing and management fees in the performance of such services.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. **LEVEL OF COMPETENCE**

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Director for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Charles Branch or other employees as deemed necessary by Consultant. The Research and Marketing Coordinator is Amanda Beshears and is assisted by Jackie Bell. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. **MATERIALS/CONFIDENTIALITY**

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. **INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative pursuant to the schedule to be provided by Consultant. Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

13. **CONFLICT OF INTEREST**

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

14. **NOTICES/PARTIES REPRESENTATIVES**

The representative of the Client for this agreement shall be **Lori Huguley, Economic Development Director, City of Opelika, Alabama.**

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client:	Lori Huguley Director of Economic Development City of Opelika 204 South 7 th Street Opelika, AL 36803-0390
---------	---

Consultant:	r360, LLC P.O. Box 531027 Birmingham, AL 35253 Attention: Chuck Branch
-------------	---

15. **REPRESENTATIVE CAPACITY**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

16. **MISCELLANEOUS**

Capacity: Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant,

convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the

parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Arbitration: Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.

CLIENT:

City of Opelika, Alabama

By _____

Title _____

Date _____

CONSULTANT:
r360, LLC

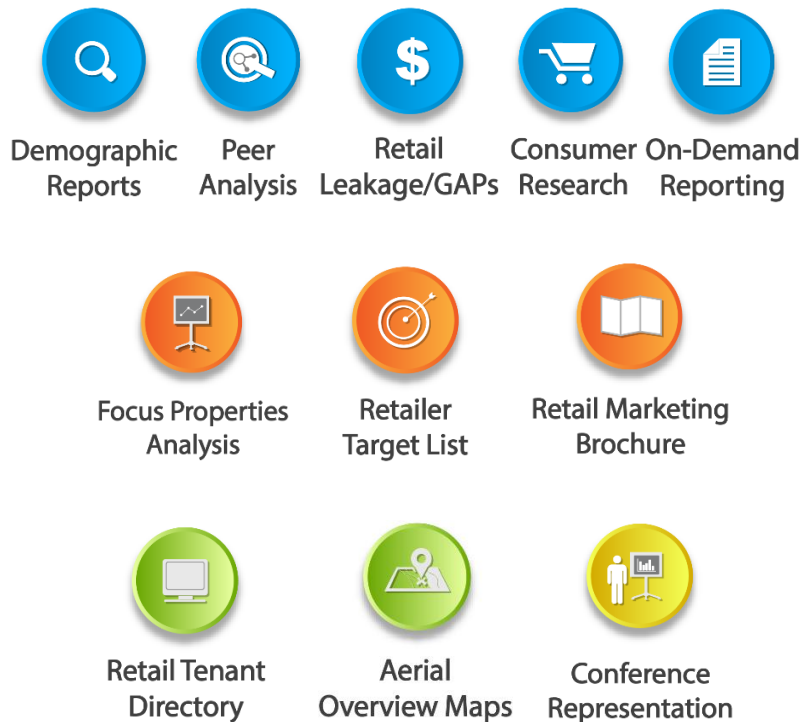
By _____

Title _____

Date _____

EXHIBIT A

CUSTOMIZED CONSULTING ENGAGEMENT

**RESEARCH - ANALYSIS - MARKETING:****r360 Research**

Our research solutions are customized versus the industry standard pre-formatted radius or drive-time areas. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the decision critical data that will most likely influence the site location decisions by retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail sector.

R360's primary data resources include:

CENSUS, AGS, CLARITAS & ESRI DEMOGRAPHICS

By incorporating demographic data from multiple sources, DDR is able to better understand the population, income and retail spending shifts taking place in the current economic environment. Our data also provides historical perspective and projected growth opportunities.

BUSINESS LOCATION DATA

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics.

Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospects.

CONSUMER SPENDING

This data includes 18 reports and over 1,000 variables that collectively cover approximately 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, Consumer Spending provides reliable estimates of market demand and average household expenditures.

RETAIL POTENTIAL

This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

TAPESTRY SEGMENTATION PROFILES

Tapestry classifies US neighborhoods into 65 market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups.

CONSUMER BEHAVIOR & ATTITUDES

The consumer behavior database consists of approximately 1800 indexes of product consumption, lifestyle preferences, product ownership, and attitudes. The database is derived from an analysis of the MRI surveys using MOSAIC and offers insight into the consumption patterns and preferences of consumers.

r360 Analysis

RETAIL GAP/LEAKAGE SUMMARY

One of the most critical components of any retail research/consulting engagement is accurate retail leakage analysis – measuring household spending by category that is leaving the designated trade area to purchase goods and services. Capturing this leakage through development and redevelopment broadens the tenant mix, creates jobs and leads to additional retail sales tax revenue.

COMMUNITY PEER ANALYSIS

Developers and retailers are always looking for opportunities in cities/trade areas that are similar to previous projects they have completed. We have developed a software solution that allows us

to very quickly identify similar geographies (peers) based on a set of demographic, consumer spending and population segmentation variables – allowing us to match potential developments and new retail based on existing locations.

FOCUS PROPERTIES

The r360 team will work with your organization, local property owners and active commercial brokers in your market to determine the appropriate Focus Properties to position as opportunities to developers, tenant reps and retailers. Once we've identified these opportunities, we will upload them to OppSites.com on your behalf (see the OppSites discussion below).

RETAILER TARGET LIST

The r360 team, leveraging our experience, resources and contacts throughout the U.S. will build a retailer target list to zero in on those retailers most likely to consider your city/retail trade area for future expansion. We will also match the retailers in this list to developers that have done single and multi-tenant projects with these concepts.

AERIAL MAPS OF CURRENT RETAILERS

Our Regis software creates aerials by city, retail trade area or development/redevelopment zones including locations of all current regional and national retailers. These aerial maps become key components of the Retail Marketing Brochure.

RESEARCH ON-DEMAND

All r360 clients have the ability to contact us to request up to twelve customized demographic research reports for specific sites or retail concept.

r360 Pro-active Marketing

RETAIL MARKETING BROCHURE

Highlights the Focus Properties in your city, key demographic statistics and includes an 11x17 aerial overview of the current retail landscape in the trade area.

CONFERENCE REPRESENTATION AT THE APPROPRIATE ICSC REAL ESTATE CONFERENCES

BASECAMP

Upon completion of the research component of our engagement, the r360 team creates an online account through BASECAMP, a document management and communication platform, available to the appropriate contacts in your city/organization to access all research, analysis and marketing materials.

EXHIBIT B**Optional Services****PUBLIC/PRIVATE PARTNERSHIPS - INCENTIVES CONSULTING SERVICES**

r360 has partnered with several industry experts to provide incentives consulting services to public sector organizations. It is critical for community leaders to understand the validity of these request by leveraging the knowledge of these experts through quantitative analysis of the project pro forma, measuring the impact on existing retail sales (cannibalization) and calculating the potential for increased retail sales tax revenue to the city and the economic impact on city finances.

INCENTIVES CONSULTING FEES NEGOTIATED PER PROJECT



A Retail Consulting Firm

PROPOSAL TO THE:
CITY OF OPELIKA, ALABAMA
RETAIL RESEARCH AND MARKETING PLAN

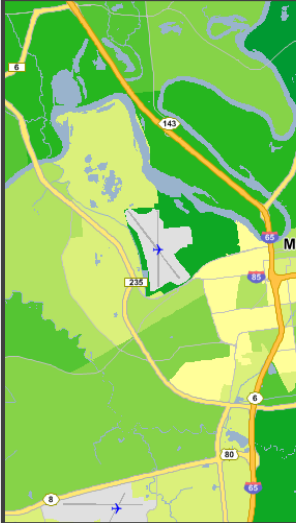
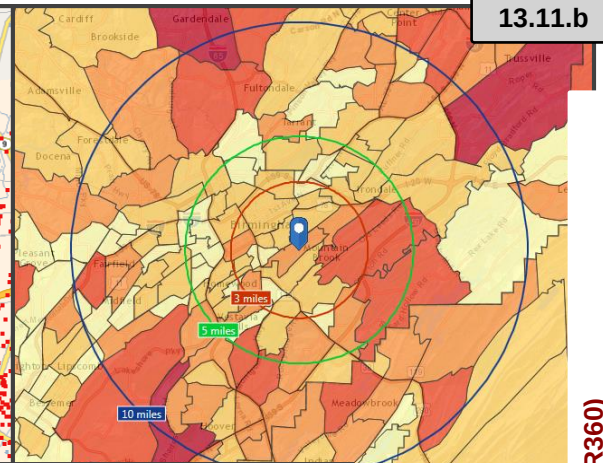
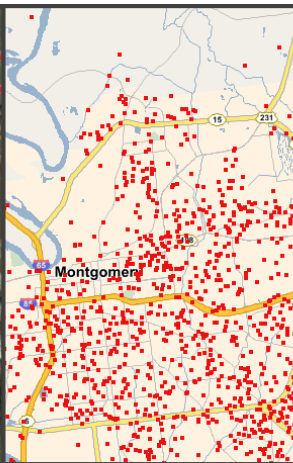
AUGUST 25, 2015

Prepared By
Chuck Branch
CEO
P.O. Box 531027
Birmingham, AL 35253
205.218.9578

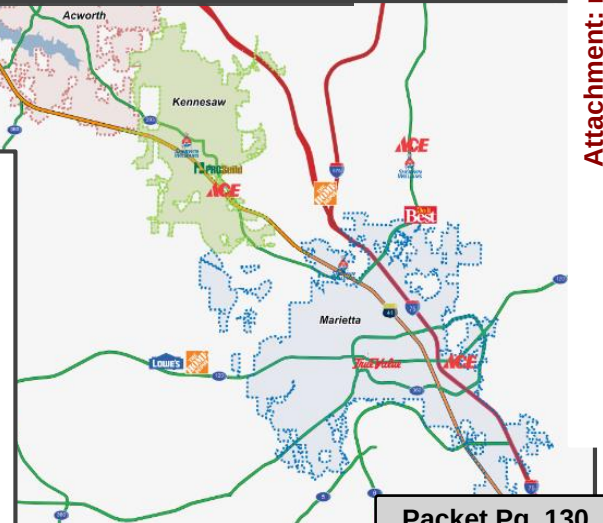
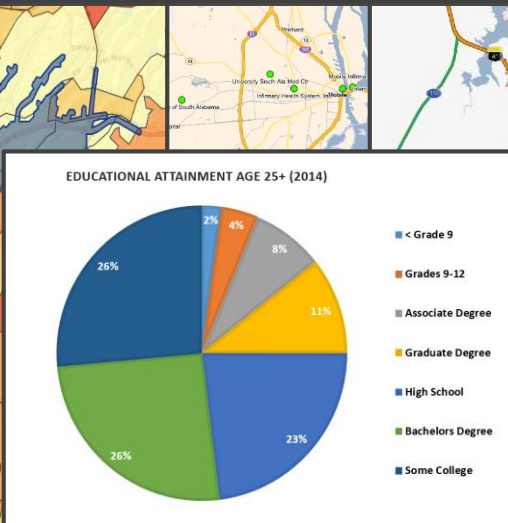
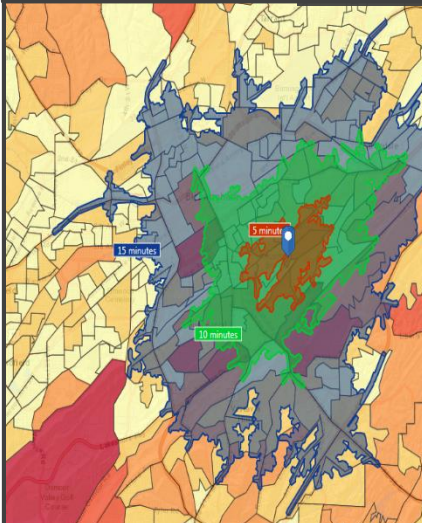
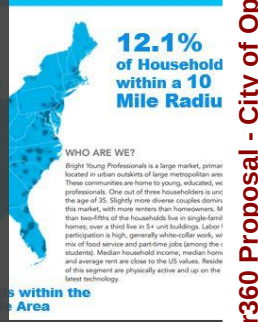
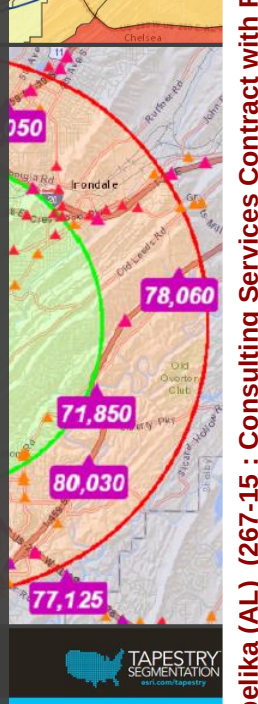
CONFIDENTIAL

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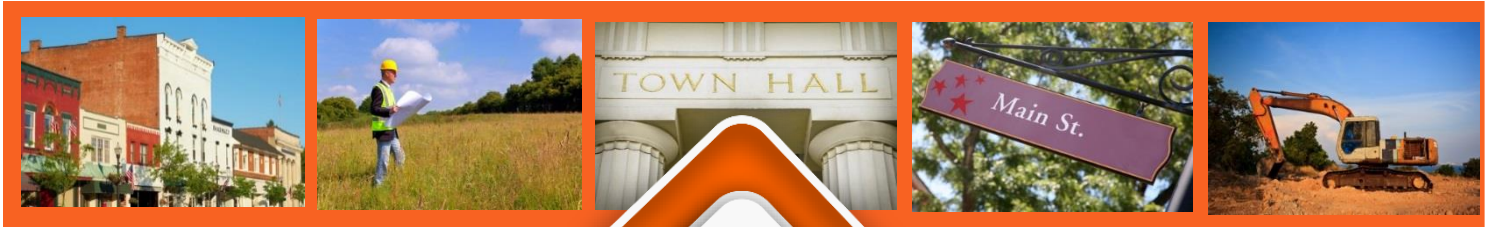
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Project Timeline & Pricing.....	9



City	State	Population (2010)
Fort Dodge	IA	\$25,206
Ottumwa	IA	\$25,023
Trotwood	OH	\$24,431
Grandview	MO	\$24,475
Blue Island	IL	\$23,706
Romulus	MI	\$23,989
Maple Heights	OH	\$23,138
Clarksville	IN	\$21,724
La Porte	IN	\$22,053
Chillicothe	OH	\$21,901
Charleston	IL	\$21,838
Ferguson	MO	\$21,203



COMPANY OVERVIEW



PUBLIC



SECTOR

r360, LLC was started to provide customized, cost-effective research, marketing and consulting services to every sector involved in retail development and redevelopment - the public sector, developers, commercial brokers, property owners, retailers and tenant reps.

Currently, retail consulting firms focus on providing reams of demographic research (quantity over quality) and varying methods of pro-active outreach to retailers. There seems to be a "one size fits all" mentality that fails to recognize the differing needs of communities and retail decision makers.

We believe pro-active recruitment of retailers as a singular approach fails to provide a comprehensive communication strategy that brings together the appropriate commercial real estate professionals and expertise necessary to have a meaningful impact on the retail landscape of a community or project.

Our commitment to communication - through advanced research solutions and analytics, pro-active marketing through social media, email and conferences and direct interaction with our industry contacts throughout the U.S. - provides our public sector clients the most effective research, marketing and positioning of the retail opportunities in their community.

For developers, tenant reps, retailers, commercial brokers and property owners, our commitment is site specific, decision critical data, analysis, mapping and marketing materials to facilitate deal making.

RESEARCH



Our research solutions are customized versus the industry standard pre-formatted radius or drive-time areas. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the decision critical data that will most likely influence the site location decisions by retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail sector. r360's primary data resources include:

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The consumer behavior database consists of approximately 1800 indexes of product consumption, lifestyle preferences, product ownership, and attitudes. The database is derived from an analysis of the MRI surveys using MOSAIC and offers insight into the consumption patterns and preferences of consumers.

ANALYSIS



RETAIL GAP/LEAKAGE SUMMARY

One of the most critical components of any retail research/consulting engagement is accurate retail leakage analysis – measuring household spending by category that is leaving the designated trade area to purchase goods and services. Capturing this leakage through development and redevelopment broadens the tenant mix, creates jobs and leads to additional retail sales tax revenue.

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Developers and retailers are always looking for opportunities in cities/trade areas that are similar to previous projects they have completed. We have developed a software solution that allows us to very quickly identify similar geographies (peers) based on a set of demographic, consumer spending and population segmentation variables – allowing us to match potential developments and new retail based on existing locations.

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The r360 team will work with your organization, local property owners and active commercial brokers in your market to determine the appropriate Focus Properties to position as opportunities to developers, tenant reps and retailers. Once we've identified these opportunities, we will upload them to OppSites.com on your behalf (see the OppSites discussion below).

RETAILER TARGET LIST

The r360 team, leveraging our experience, resources and contacts throughout the U.S. will build a retailer target list to zero in on those retailers most likely to consider your city/retail trade area for future expansion. We will also match the retailers in this list to developers that have done single and multi-tenant projects with these concepts.

AERIAL MAPS OF CURRENT RETAILERS

Our mapping software solutions create aerials by city, retail trade area or development/redevelopment zones including locations of current regional and national retailers. These aerial maps become key components of the Retail Marketing Brochure.

RESEARCH – ON DEMAND

All r360 clients have the ability to contact us to request up to **twelve** customized demographic research reports for specific sites or retail concept.



PROACTIVE MARKETING

RETAIL MARKETING BROCHURE

Highlights the Focus Properties in your city, key demographic statistics and includes an 11x17 aerial overview of the current retail landscape in the trade area.

SOCIAL MEDIA MARKETING

The goal at r360 is to use every available avenue for marketing and positioning the retail opportunities in your client communities. The cell phone and computer have become the primary communication tools in business and r360 will take advantage of the software applications that real estate decision makers use on a daily basis as key components of their information network.

CONFERENCE REPRESENTATION

r360 will market your community and Focus Properties at the regional and national ICSC conferences throughout the year. Our marketing efforts will include one-on-one and portfolio review meetings with retailers, developers and tenant reps.



r360 has partnered with OppSites to proactively market the Focus Property opportunities in our engaged communities across the U.S.

www.oppsites.com

OppSites is the only online marketplace showcasing public and privately owned properties that cities want to see developed or redeveloped. r360 works with our public sector clients to identify focus properties and then post your public and privately owned sites, even if those sites are not listed for sale. Those sites are showcased on a searchable, web-based platform, and can be marketed to a national audience of developers.

Cities **Add** underutilized **Districts** and **Sites** (r360 does this for our clients), and share local knowledge about what they want to see built. Cities maximize economic development by sharing local knowledge and marketing their development priorities on a national scale. This exposure helps cities attract investment to development priorities that might otherwise go unnoticed.

- Implement community goals
- Increase revenue and property values
- Preserve the rights of all property owners
- Increase government transparency
- Leverage local assets and investment



Investors and developers **Find** underexposed real estate opportunities, and gain insight into markets primed for new investment.

Investors, developers, and brokers use OppSites to **Find** underexposed development opportunities, and to **Follow** preferred cities to learn about opportunities before they hit the market. OppSites is like having a personal relationship with every city.

- Gain local knowledge about priorities and incentives
- Build relationships in new markets
- Learn about pre-market opportunities
- Reduce risk and save time and resources

BASECAMP

Upon completion of the research component of our engagement, the r360 team creates an online account through BASECAMP, a document management and communication platform, available to the appropriate contacts in your city/organization to access all research, analysis and marketing materials.



Chuck Branch is the CEO and Founder of r360, LLC. He is also CEO and Managing Partner of Decision Data Resources, a web-based GIS software subscription service. Chuck was a co-founder and Partner of Retail Strategies from 2011 to June 2015 when he sold his interest to the other partners of the firm. Chuck has spent the past 14 years providing research and marketing services to the public sector, commercial developers, and commercial real estate firms. His background includes research, consulting, project management and product implementation.

As the COO and Vice President of Marketing, **Amanda Beshears** oversees all operations and marketing for r360, LLC. With over 7 years of experience in retail real estate, she has created real estate committee site selection packages for over 50 of the nation's largest retailers and restaurants while assisting in hundreds of retailer site selection decisions. Amanda has also worked with over 100 cities in customizing their marketing, research and strategic planning needs. Her expertise includes: GIS mapping, advanced market research, market development plans, site selection packages, digital marketing, project coordination, conference & event management, public relations, client communication and team operations.



Charles Branch is the Vice President of Business Development for r360, LLC. Prior to joining r360, Charles was a Director of Business Development at Retail Strategies, LLC where he worked with municipal clients assisting their retail market analysis and recruiting efforts. His focus was customized retail market research, developing retail strategic plans and identifying retail recruitment and development opportunities.

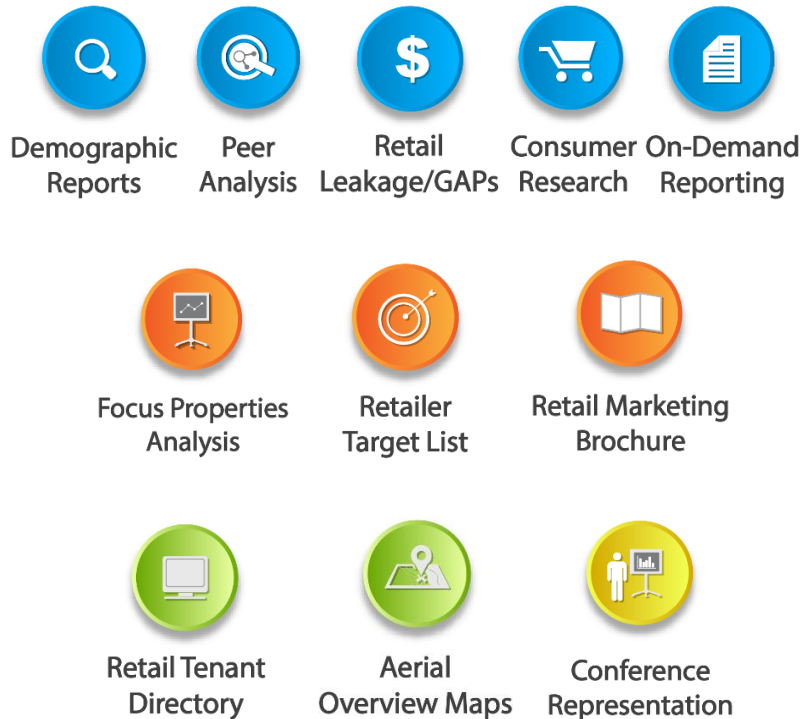
Jackie Bell is the Director of Marketing & Social Media for r360 LLC. She previously worked for Retail Strategies, where she gained experience using innovative software solutions to produce strategic plans for municipalities. Jackie specializes in GIS mapping, marketing deliverables, web design and digital media. She has an extensive knowledge of digital media marketing including advanced social media concepts allowing her to connect retail opportunities globally.





PROJECT TIMELINE & PRICING

CUSTOMIZED CONSULTING ENGAGEMENT – PROPOSAL VALID FOR 60 DAYS



INITIAL ENGAGEMENT: THREE (3) YEARS

PRICING – YEAR 1

\$18,000

- Initial Market/Trade Area Research and Analysis
- On Demand Reports – **up to 12 requests per year**
- Retailer Target List for each of the four markets
- Marketing materials and Social Media initiatives
- Proactive marketing and representation at national and regional retail real estate conferences

PRICING – YEARS 2 AND 3

\$18,000 per year

r360, LLC for year two and three of the engagement, will provide updated research and on-demand research reports/analysis.

- Updated Market/Trade Area Research and Analysis
- On Demand Reports – **up to 12 requests per year**
- Updated Retailer Target List for each of the four markets
- Updated Marketing materials and Social Media initiatives
- Proactive marketing and representation at national and regional retail real estate conferences

PRICING – YEAR 4 AND BEYOND

Our clients have the option, beginning in year four, to renew r360 services on an annual basis at the **year three cost plus fifteen percent (15%)**.

PUBLIC/PRIVATE PARTNERSHIPS – INCENTIVES CONSULTING SERVICES

r360, LLC has partnered with several industry experts to provide incentives consulting services to public sector organizations. It is critical for community leaders to understand the validity of these request by leveraging the knowledge of these experts through quantitative analysis of the project pro forma, measuring the impact on existing retail sales (cannibalization) and calculating the potential for increased retail sales tax revenue to the city and the economic impact on city finances.

INCENTIVES FEES NEGOTIATED PER PROJECT

PRIMARY CONTACT:

Chuck Branch
CEO - r360, LLC
P.O. Box 531027
Birmingham, AL 35253
Office: 205.218.9652
cbranch@r360consulting.net

RESOLUTION NO. 268-15

Tax Abatement for Ironstrike

RESOLUTION NO. _____

RESOLUTION APPROVING CERTAIN TAX ABATEMENTS
AND EXEMPTIONS FOR IRONSTRIKE, LLC

WHEREAS, Ironstrike, LLC (“Ironstrike”) has announced plans to operate a manufacturing facility (the “Facility” or “Project”) to be located at 1125 Preston Street; and

WHEREAS, Ironstrike is a manufacturer of custom truck tool boxes; and

WHEREAS, Ironstrike proposes to produce custom truck tool boxes at its facility in Opelika; and

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

WHEREAS, the Project will consist of the construction of building improvements to the existing building, existing personal property 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 Ironstrike within the City of Opelika, Alabama (the “City”) of approximately four million, one hundred three thousand, five hundred and eight dollars (\$4,103,508.00) and is expected to result in the creation of approximately 40 new jobs; and

WHEREAS, the Project is estimated to be placed in service by December 31, 2016; and

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

WHEREAS, Ironstrike’s NAICS Code 33243 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”), Ironstrike has 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*, Ironstrike has 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 request of Ironstrike and its completed form CO:CAA Application to Local Abatement Authority for Abatement of Taxes filed by Ironstrike with the City in connection with its request (the “Abatement Application”); and

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

WHEREAS, according to the Abatement Application, the Project will require an initial capital investment of approximately four million, one hundred three thousand, five hundred and eight dollars (\$4,103,508.00) which includes the new building improvements to the existing

building, existing personal property and 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 between the City and Ironstrike and the City Council has determined that the general terms of such Abatement Agreement are acceptable to the City in principle; and

WHEREAS, Ironstrike 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 Ironstrike 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 Ironstrike 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 Ironstrike 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 Ironstrike and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

5. A certified copy of this resolution, with Application and Abatement Agreement, shall be forwarded to Ironstrike 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

Tax Abatement Agreement

This Agreement is made this 6th day of October, 2015, (the Effective Date) by and between the The City of Opelika (the Granting Authority), and Ironstrike, LLC (the Company), its successors and assigns.

WHEREAS, the Company's Standard Industrial Classification Code, 33243, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(6), **Code of Alabama 1975**, as amended.

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

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

WHEREAS, the Project is estimated to be completed by the 31 day of December, 2016; and

WHEREAS, the Project will be located in the County of Lee (check whichever is applicable)

- ☒ inside the city limits of Opelika,
☒ inside the police jurisdiction of Opelika,
☐ outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- ☒ all state and local noneducational property taxes,
☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
☐ all mortgage and recording taxes; and

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

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

WHEREAS, at its meeting held on the 6th day of October, 2015 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- ☒ all state and local noneducational property taxes,
- ☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ☐ all mortgage and recording taxes; and

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

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

- ☒ owned by the entity applying for the abatement,
- ☐ leased from a public authority, municipal, or county government; and

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

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

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

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

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive, 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

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

WHEREAS, if the Project is a major addition to an existing facility the addition equals the

lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

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

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

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

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

☒ Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

☒ Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

☐ Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

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

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 12,804 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately \$ _____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.

☒ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 154,506 and such abatement shall not extend beyond the

date the Project is placed in service.

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

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

(a) Amount to be invested in the Project: \$ 4,103,508 for building improvements and equipment.

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

Initially 6 Year 1 14 Year 2 20 Year 3 0 ;

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

Initially \$344,000. Year 1 \$490,000 Year 2 \$700,000 Year 3 \$0 ;

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

GENERALLY

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

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

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

☒ all state and local noneducational property taxes,

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

☐ all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the

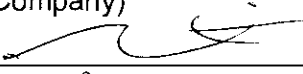
Project or any portion thereof may have available under provisions of the law other than the Act.

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

This Agreement is executed as of the dates specified below.

Ironstrike, LLC

(the Company)

By: 

Name: Bryan Stone

Title: Manager

Date: 10-2-2015

City of Opelika

(the Granting Authority)

By: _____

Name: Gary Fuller

Title: Mayor

Date: October 6, 2015



ALABAMA DEPARTMENT OF REVENUE Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, Code of Alabama 1975

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

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

1a. TYPE OF ABATEMENT APPLYING FOR: ☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes		2. PROJECT NAICS CODE: <table border="1"><tr><td>3</td><td>3</td><td>2</td><td>4</td><td>3</td></tr></table>		3	3	2	4	3
3	3	2	4	3				
1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? ☐ Yes ☒ No		3. TYPE OF PROJECT: ☒ New Project ☐ Major Addition To An Existing Facility						
4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX) ☐ \$2,000,000 - OR - ☐ 30% of original cost of existing property, original cost \$								
5. PROJECT APPLICANT: Ironstrike, LLC		DEA:						
6. ADDRESS OF APPLICANT: 1125 Preston St		CITY: Opelika	STATE: AL ZIP CODE: 36801					
7. NAME OF CONTACT PERSON: Bryan Stone		EMAIL ADDRESS: bstone@iron-strike.com	TELEPHONE NUMBER: (334) 610-1715					
8. DATE COMPANY ORGANIZED: 6-5-2015								
9. PHYSICAL LOCATION OF PROJECT: 1125 Preston St CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Opelika COUNTY: Lee ZIP CODE: 36801								
10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST-BENEFIT ANALYSIS BY GRANTING AUTHORITY): Manufacture custom truck tool boxes								
11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 10/10/15		12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/31/2016	13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 12/31/2016					
14. HAVE BONDS BEEN ISSUED FOR PROJECT: ☒ No ☐ Yes If yes, date bonds issued:		15. WILL BONDS BE ISSUED FOR PROJECT: ☒ No ☐ Yes If yes, projected date of issue:						

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY		18a	
6	\$ 344,000	a. Land (if donated, show market value)		XXXXXXXXXXXX
YEAR 1	YEAR 1		18b	
14	\$ 490,000	b. Existing Building(s) (if any)		XXXXXXXXXXXX
YEAR 2	YEAR 2		18c	
20	\$ 700,000	c. Existing Personal Property (if any)	\$ 20,000	XXXXXXXXXXXX
YEAR 3	YEAR 3		18d	
		d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	\$ 500,000	\$ 500,000
This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e	19e
			\$ 3,359,508	\$ 3,359,508
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f	19f
			\$ 224,000	\$ 224,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g	19g
			\$ 4,103,508	\$ 4,083,508

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

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

Bryan Stone

NAME (PRINT)

SIGNATURE

Manager

TITLE

09/22/2015

DATE



ALABAMA DEPARTMENT OF REVENUE
SALES, USE & BUSINESS TAX DIVISION

Application For
Sales and Use Tax Certificate of Exemption
For an Industrial or Research Enterprise Project

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

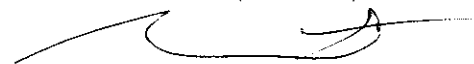
APPLICANT'S LEGAL NAME		FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)
Ironstrike, LLC		47-419087
MAILING ADDRESS		
1125 Preston St		
CITY, STATE, AND ZIP		
Opelika, AL 36801		
ADDRESS OF THE PROJECT SITE		
1125 Preston St		
CONTACT PERSON	IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER	
Bryan Stone		
BUSINESS PHONE NUMBER	DATE ABATEMENT WAS GRANTED	ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT
(334) 610-1715	10/06/2015	12/31/2016

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

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

Name Bryan Stone

(PLEASE PRINT)

Signature 

Title manager

Date 09/22/2015

Mail to:

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

Attachment: Applications to Department of Revenue (268-15 : Tax Abatement for Ironstrike, LLC)

Tax Abatement Agreement

This Agreement is made this 6th day of October, 2015, (the Effective Date) by and between the The City of Opelika (the Granting Authority), and Ironstrike, LLC (the Company), its successors and assigns.

WHEREAS, the Company's Standard Industrial Classification Code, 33243, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(6), **Code of Alabama 1975**, as amended.

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

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

WHEREAS, the Project is estimated to be completed by the 31 day of December, 2016; and

WHEREAS, the Project will be located in the County of Lee (check whichever is applicable)

- ☒ inside the city limits of Opelika,
☒ inside the police jurisdiction of Opelika,
☐ outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- ☒ all state and local noneducational property taxes,
☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
☐ all mortgage and recording taxes; and

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

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

Attachment: Ironstrike Documents (268-15 : Tax Abatement for Ironstrike, LLC)

WHEREAS, at its meeting held on the 6th day of October, 2015 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- ☒ all state and local noneducational property taxes,
- ☒ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ☐ all mortgage and recording taxes; and

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

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

- ☒ owned by the entity applying for the abatement,
- ☐ leased from a public authority, municipal, or county government; and

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

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

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

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

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive, 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

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

WHEREAS, if the Project is a major addition to an existing facility the addition equals the

lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

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

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

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

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

☒ Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

☒ Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

☐ Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

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

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 12,804 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately \$ _____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.

☒ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 154,506 and such abatement shall not extend beyond the

date the Project is placed in service.

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

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

(a) Amount to be invested in the Project: \$ 4,103,508 for building improvements and equipment.

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

Initially 6 Year 1 14 Year 2 20 Year 3 0 ;

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

Initially \$344,000. Year 1 \$490,000 Year 2 \$700,000 Year 3 \$0 ;

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

GENERALLY

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

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

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

☒ all state and local noneducational property taxes,

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

☐ all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the

Project or any portion thereof may have available under provisions of the law other than the Act.

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

This Agreement is executed as of the dates specified below.

Ironstrike, LLC

(the Company)

By: 

Name: Bryan Stone

Title: Manager

Date: 10-2-2015

City of Opelika

(the Granting Authority)

By: _____

Name: Gary Fuller

Title: Mayor

Date: October 6, 2015



ALABAMA DEPARTMENT OF REVENUE Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, Code of Alabama 1975

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

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

1a. TYPE OF ABATEMENT APPLYING FOR: ☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes		2. PROJECT NAICS CODE: 3 3 2 4 3	
1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? ☐ Yes ☒ No		3. TYPE OF PROJECT: ☒ New Project ☐ Major Addition To An Existing Facility	
4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX) ☐ \$2,000,000 - OR - ☐ 30% of original cost of existing property, original cost \$			
5. PROJECT APPLICANT: Ironstrike, LLC		DEA:	
6. ADDRESS OF APPLICANT: 1125 Preston St		CITY: Opelika	STATE: AL ZIP CODE: 36801
7. NAME OF CONTACT PERSON: Bryan Stone		EMAIL ADDRESS: bstone@iron-strike.com	TELEPHONE NUMBER: (334) 610-1715
8. DATE COMPANY ORGANIZED: 6-5-2015			
9. PHYSICAL LOCATION OF PROJECT: 1125 Preston St CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Opelika COUNTY: Lee ZIP CODE: 36801			
10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY): Manufacture custom truck tool boxes			
11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 10/10/15		12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/31/2016	13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 12/31/2016
14. HAVE BONDS BEEN ISSUED FOR PROJECT: ☒ No ☐ Yes If yes, date bonds issued:		15. WILL BONDS BE ISSUED FOR PROJECT: ☒ No ☐ Yes If yes, projected date of issue:	

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY		18a	
6	\$ 344,000	a. Land (if donated, show market value)		XXXXXXXXXXXX
YEAR 1	YEAR 1		18b	
14	\$ 490,000	b. Existing Building(s) (if any)		XXXXXXXXXXXX
YEAR 2	YEAR 2		18c	
20	\$ 700,000	c. Existing Personal Property (if any)	\$ 20,000	XXXXXXXXXXXX
YEAR 3	YEAR 3		18d	
		d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	\$ 500,000	\$ 500,000
This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e	19e
			\$ 3,359,508	\$ 3,359,508
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f	19f
			\$ 224,000	\$ 224,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g	19g
			\$ 4,103,508	\$ 4,083,508

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

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

Bryan Stone

NAME (PRINT)

SIGNATURE

Manager

TITLE

09/22/2015

DATE



ALABAMA DEPARTMENT OF REVENUE
SALES, USE & BUSINESS TAX DIVISION

Application For
Sales and Use Tax Certificate of Exemption
For an Industrial or Research Enterprise Project

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

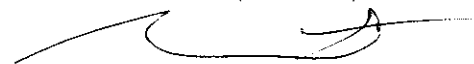
APPLICANT'S LEGAL NAME		FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)
Ironstrike, LLC		47-419087
MAILING ADDRESS		
1125 Preston St		
CITY, STATE, AND ZIP		
Opelika, AL 36801		
ADDRESS OF THE PROJECT SITE		
1125 Preston St		
CONTACT PERSON	IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER	
Bryan Stone		
BUSINESS PHONE NUMBER	DATE ABATEMENT WAS GRANTED	ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT
(334) 610-1715	10/06/2015	12/31/2016

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

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

Name Bryan Stone

(PLEASE PRINT)

Signature 

Title manager

Date 09/22/2015

Mail to:

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

Attachment: Ironstrike Documents (268-15 : Tax Abatement for Ironstrike, LLC)

RESOLUTION NO. 269-15

Special Appropriation, Envision Opelika - Character Council Programs.**RESOLUTION NO. _____**

WHEREAS, the Opelika City Council appreciates and fully supports Envision Opelika and the various projects they are currently involved with, and

WHEREAS, Envision Opelika and their Character Council is now in need of additional funds to assist with the expense of printing the Character Trait signs for each school, Perfect Attendance and Honor Roll recognitions and miscellaneous items for the 2015-2016 school year, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilman Larry Gray Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 have agreed to appropriate \$300.00 each from their respective discretionary fund, to assist with funding the Character Trait program.

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

1. The City Council approves a special appropriation of \$1,500.00 to Envision Opelika to assist in funding the Character Council programs for 2015-2016.
2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move the discretionary funds as detailed below to the appropriate account(s):

Patricia Jones	Ward 1	Reserve fund.	\$300.00
Larry Gray	Ward 2	Reserve fund.	\$300.00
Dozier Smith T	Ward 3	Reserve fund.	\$300.00
Eddie Smith	Ward 4	Reserve fund.	\$300.00
David Canon	Ward 5	Reserve fund.	\$300.00

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$1,500.00 payable to Envision Opelika can be prepared and delivered with said funds being earmarked and designated for the Character Council programs.

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

President pro-tem City Council
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 270-15

Special Appropriation, Opelika Chamber - Lee Co. Young Leaders Program.**RESOLUTION NO. _____**

WHEREAS, the entire Opelika City Council fully supports and appreciates the various services and programs that is being provided by the Opelika Chamber of Commerce, and

WHEREAS, the Lee County Young Leaders is in need of contributions to assist in funding their program and activities for 2015-16, and

WHEREAS, Council President pro-tem Patsy Jones Ward 1, Councilman Larry Gray Ward 2, Councilman Dozier Smith T Ward 3, Council President Eddie Smith Ward 4 and Councilman David Canon Ward 5 wish to provide a special appropriation to assist in supporting the 2015 class of the Lee County Young Leaders.

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

1. That the City Council approves said request to provide a total of \$5,000.00 to the Opelika Chamber of Commerce, Lee County Young Leaders program.
2. That City Council members wish to provide \$1,000.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1. above:

Patricia Jones	Ward 1	Reserve fund.	\$1,000.00
Larry Gray	Ward 2	Reserve fund.	\$1,000.00
Dozier Smith T	Ward 3	Reserve fund.	\$1,000.00
Eddie Smith	Ward 4	Reserve fund.	\$1,000.00
David Canon	Ward 5	Reserve fund.	\$1,000.00

3. That the Council hereby declares and determines that said expenditures of these public funds will serve a public purpose for the City of Opelika.
4. That the Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of \$5,000.00 from the various accounts/funds as detailed in No. 2 above to the appropriate account(s).
5. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so a check for \$5,000.00 can be prepared and delivered

to the Opelika Chamber of Commerce with said funds earmarked for the Lee County Young Leaders program.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 271-15

Moratorium for Sign Ordinance

See Resolution. *[Jerry Kelley is on vacation this week. I contacted Jerry. He is aware resolution will be discussed at October 6th CC WS and CC regular meeting. Jerry will return to office on Monday, October 5th.]*

RESOLUTION NO. _____

**A RESOLUTION TO DECLARE AND IMPOSE A NINETY-DAY EMERGENCY
MORATORIUM ON THE ACCEPTANCE, REVIEW AND PROCESSING OF
APPLICATIONS FOR LARGE SIGN PERMITS**

WHEREAS, Section IX of Ordinance No. 124-91 (entitled “Zoning Ordinance of the City of Opelika”) adopted on September 17, 1991 (the “Sign Ordinance”) currently regulates the use of signage throughout and within the municipal boundaries of the City of Opelika, Alabama (the “City”); and

WHEREAS, on June 18, 2015, the United States Supreme Court issued its decision in Reed v. Town of Gilbert, 2015 WL 2473374 (June 18, 2015) (“Reed decision”), a case involving government regulation of signs, which ostensibly expanded the First Amendment rights and further limited the restrictions that a government may constitutionally place on the use of signs, as one Justice noted, “thousands of towns have such ordinances...and courts will have to invalidate one right after the other”; and

WHEREAS, City officials have become aware that there may be unconstitutional or otherwise invalid provisions in the City’s Sign Ordinance; and

WHEREAS, City staff is evaluating the impact of the Reed decision and whether any revisions need to be made to the City's Sign Ordinance in order to satisfy the requirements set forth in the Reed decision; and

WHEREAS, the City Council desires to continue to protect the interests of public health, safety and welfare (including, but not limited to, traffic safety and aesthetics) while the City Council considers the impact of the Reed decision; and

WHEREAS, the City Council seeks to prevent any large signs (those measuring over 40 square feet in size) being erected during this period of evaluation and revision of the Sign Ordinance; and

WHEREAS, in order to maintain the status quo during a reasonable period of time required to evaluate the impact of the Reed decision and whether any revisions need to be made to the City's sign ordinance, a moratorium is necessary to suspend the City's processing, acceptance and review of large sign permits for ninety (90) days.

NOW THEREFORE, be it resolved by the City Council of the City of Opelika, Alabama, as follows:

1. The moratorium imposed herein incorporates the findings and statements set forth in the preceding recitals and such recitals are made a part of this Resolution, and the aforesaid recitals are not mere recitals but are material portions of this Resolution.

2. In order to maintain the status quo while City officials expeditiously undertake the review of the City's Sign Ordinance, City officials are directed immediately to stop accepting applications for permission to erect or install any sign that would be larger than 40 square feet in size. This is a temporary emergency measure and shall be in place only until such time as the

City Council has adopted a new or revised set of sign regulations or for ninety (90) days, whichever comes first. For the period from October 7, 2015 until January 4, 2016, there shall be a complete moratorium on the City's acceptance, processing and review of any new applications for large signs (more than 40 square feet) pursuant to the City's Sign Ordinance.

3. The moratorium period adopted herein is deemed to be the appropriate minimum period of time for the City Council to evaluate the impact of the Reed decision and to determine whether any revisions need to be made to the City's Sign Ordinance.

4. This Resolution shall not apply to or otherwise affect completed applications duly filed prior to the effective date of this Ordinance, such that any sign permit application that has been received prior to the moratorium may be processed and, if appropriate, a permit issued and any sign that has been permitted based upon an application having been tendered prior to the moratorium may be erected during the moratorium period.

5. The provisions of this Resolution are severable, and should any section, subsection, sentence, clause, phrase or other portion of this Ordinance, or its application to any person, entity or circumstance, be held by any court of competent jurisdiction to be unconstitutional or invalid, the remainder of this Ordinance, or application of the provision to other persons, entities or circumstances, shall not be affected.

6. This Resolution shall become effective immediately upon its 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. 272-15

CDBG Reprogramming of Unexpended Funds

Unexpended funds from PY2011, 2012, and 2013 will be moved to PY2014 so that old accounts can be closed out.

RESOLUTION NO. _____

WHEREAS, resolution 212-15 approved on August 18, 2015 is hereby repealed and replaced by this resolution since said resolution must be approved after the public comment period; and

WHEREAS, the City of Opelika, an Entitlement City, receives U.S. Department of Housing and Urban Development (HUD) funds from the Community Development Block Grant (CDBG); and

WHEREAS, the City of Opelika desires to amend their Program Year (PY) 2011, 2012, and 2013 Action Plans to provide further public services and to re-allocate unspent CDBG funding amounting to \$141,180.62 from a variety of activities; and

WHEREAS, the City's Consolidated Plan delineates Emergency Home Repair, Home Buyer Loan Program, and Main Street Façade as three of the primary goals of the City to improve the quality of life for all citizens; and

WHEREAS, of the \$141,180.62 in unspent funding \$23,067.52 will be allocated to the 2014 Emergency Home Repair activity, \$73,870.91 will be allocated to the 2014 Home Ownership Program, and \$44,242.19 will be allocated to the Main Street Façade program.; and

WHEREAS, the proposed amendment was advertised on August 25, 2015 in the O-A News to announce a public hearing on August 31, 2015 and the start of a 30 day citizen comment period ending September 30, 2015; and

WHEREAS, these changes meet the threshold for a substantial amendment to the action plan and consolidated plan; and

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

1. That the City adopt the Action Plan amendments attached hereto.
2. That Gary Fuller, in his capacity as Mayor, be authorized to execute all agreements necessary to implement the amended Action Plans.

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

C. E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

R. G. Shuman, CMC

City Clerk - Treasurer

BUDGET ADJUSTMENTS PY 2014

SUBJECT: Amend CDBG Action Plan PY2012 and PY2013 Budgets

Description	Account Number	Current Budget	Increase	Decrease	Ending Budget
Emergency Homer Repair (2011)	11251024195602	\$ 2,363.66		\$ 2,363.66	\$ 0.00
Emergency Home Repair (2012)	11351024195602	\$ 20,703.86		\$ 20,703.86	\$ 0.00
GEMS (2012)	11351024195620	\$ 21,027.50		\$ 21,027.50	\$ 0.00
Main Street (2012)	11351024195627	\$ 7,773.50		\$ 7,773.50	
Administration (2013)	11451024195619	\$ 428.69		\$ 428.69	\$ 0.00
Domestic Violence Intervention Center (2013)	11451024195625	\$ 541.00		\$ 541.00	\$ 0.00
GEMS (2013)	11451024195620	\$ 23,808.00		\$ 23,808.00	\$ 0.00
Main Street (2013)	11451024195627	\$ 5,499.00		\$ 5,499.00	\$ 0.00
Emergency Home Repair (2013)	11451024195602	\$ 59,035.41		\$ 59,035.41	\$ 0.00
Emergency Home Repair (2014)	11551024195602	\$ 88,899.00	\$ 23,067.52		\$111,966.52
Home Ownership Program (2014)	11551024195639	\$ 35,350.50	\$ 73,870.91		\$109,221.41
Main Street (2014)	11551024195627	\$16,598.50	\$ 44,242.19		\$ 60,840.69

Emergency Home Repairs = 15-20 home repairs
 Home Ownership Program = 18 home purchases
 Main Street Facades = 8-10 new storefronts

FACT SHEET

SUBJECT: Amend CDBG Action Plan PY2011 Budget

Community Development staff requests City Council adopt resolution to amend the PY2011 Action Plan budget as shown below. Staff proposes that \$2,363.66 in unused funding from the Emergency Home Repairs programmed as follows:

Description	Current Budget	Increase	Decrease	Ending Budget
Emergency Home Repair (2011)	\$ 2,363.66		\$ 2,363.66	\$ 0.00
Emergency Home Repair (2014)	\$ 88,899.00	\$ 2,363.66		\$ 91,262.66

HUD requires a 30 days citizen comment period which shall be initiated on August 24, 2015 and end on September 24, 2015. As of this time, no comments have been received.

FACT SHEET

SUBJECT: Amend CDBG Action Plan PY2012 Budget

Community Development staff requests City Council adopt resolution to amend the PY2012 Action Plan budget as shown below. Staff proposes that \$49,504.86 in unused funding from the Emergency Home Repairs, GEMS, and Main Street programmed as follows:

Description	Current Budget	Increase	Decrease	Ending Budget
Emergency Home Repair (2012)	\$ 20,703.86		\$ 20,703.86	\$ 0.00
GEMS (2012)	\$ 21,027.50		\$ 21,027.50	\$ 0.00
Main Street (2012)	\$ 7,773.50		\$ 7,773.50	\$ 0.00
Emergency Home Repairs (2014)	\$ 91,262.66	\$ 20,703.86		\$111,966.52
Home Ownership Program (2014)	\$ 14,323.00	\$ 21,027.50		\$ 35,350.50
Main Street (2014)	\$ 8,825.00	\$ 7,773.50		\$ 16,598.50

HUD requires a 30 days citizen comment period which shall be initiated on August 24, 2015 and end on September 24, 2015. As of this time, no comments have been received.

FACT SHEET

SUBJECT: Amend CDBG Action Plan PY2013 Budget

Community Development staff requests City Council adopt resolution to amend the PY2013 Action Plan budget as shown below. Staff proposes that \$89,312.10 in unused funding from the Administration, Domestic Violence Intervention Center, GEMS, Main Street, and Emergency Home Repairs programmed as follows:

Description	Current Budget	Increase	Decrease	Ending Budget
Administration (2013)	\$ 428.69		\$ 428.69	\$ 0.00
Domestic Violence Intervention Center (2013)	\$ 541.00		\$ 541.00	\$ 0.00
GEMS (2013)	\$ 23,808.00		\$ 23,808.00	\$ 0.00
Main Street (2013)	\$ 5,499.00		\$ 5,499.00	\$ 0.00
Emergency Home Repair (2013)	\$ 59,035.41		\$ 59,035.41	\$ 0.00
Home Ownership Program (2014)	\$ 35,350.50	\$ 49,312.10		\$ 84,662.60
Main Street (2014)	\$16,598.50	\$ 40,000.00		\$ 56,598.50

HUD requires a 30 days citizen comment period which shall be initiated on August 24, 2015 and end on September 24, 2015. As of this time, no comments have been received.

RESOLUTION NO. 273-15

Lease Agreement with Lee County - Two Recycling Trailers.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF PERSONAL
PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF
OPELIKA, ALABAMA AND LEE COUNTY, ALABAMA**

WHEREAS, the City of Opelika, Alabama, (the “City”) has certain items of tangible personal property which are no longer needed for public or municipal purposes, namely, two (2) 10-bin Recycling Trailers; and

WHEREAS, the City desires to lease said personal property to Lee County, Alabama, (“Lee County”) as accommodation rent free; and

WHEREAS, a proposed Personal Property Lease Agreement (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 Personal Property Lease Agreement to be entered into by and between the City and Lee County, 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. The City Clerk is hereby authorized to attest said Agreement and to affix the seal of the City thereto.

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

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

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

 PRESIDENT OF THE CITY COUNCIL
 OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

PERSONAL PROPERTY LEASE AGREEMENT

THIS PERSONAL PROPERTY LEASE AGREEMENT (hereinafter the “Agreement”) is made the ____ day of _____, 2015, by and between the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the “LESSOR”) and Lee County, Alabama, a political subdivision of the State of Alabama (hereinafter referred to as the “LESSEE”).

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 LESSOR and LESSEE agree as follows:

1. **Leased Personal Property.** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described tangible personal property (the “Leased Property”):

(a) One (1) Pro-Trailer 10-Bin Recycling Trailer, VIN: 1P9RB2426BA371028
Opelika Tag #87002792

(b) One (1) Pro-Trailer 10-Bin Recycling Trailer, VIN: 1P9RB2429CA71297
Opelika Tag #870022795

2. **Term and Termination.**

(a) The term of this Agreement shall be for a term of three (3) years, beginning July 1, 2015 and ending on June 30, 2018.

(b) Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. The parties shall deal with each other in good faith during the thirty-day period after which such notice has been given.

Upon any such early termination, LESSEE will relinquish possession of the Leased Property to LESSOR.

3. **Rent.** The Leased Property is leased to LESSEE as an accommodation and shall be rent free.

4. **Use.** LESSEE will exercise due care in the use, operation and maintenance of the Leased Property and will not use, operate or maintain the Leased Property improperly, carelessly, in violation of any applicable law or for any purpose or any manner contrary to that contemplated by this Agreement.

5. **Maintenance.** LESSEE shall provide for the service, repair and maintenance of the Leased Property, at its own expense, so as to keep the Leased Property in as good condition, repair, appearance and working order as when delivered to LESSEE hereunder, ordinary wear and tear excepted. LESSEE shall, at its own expense, replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever.

6. **Damage to or Destruction of Leased Property.** LESSEE shall be responsible for any loss of the Leased Property from any cause whatsoever, whether or not insured, from the effective date of this Agreement. If the Leased Property is lost, stolen or damaged, LESSEE will promptly notify LESSOR of such event. In no event shall such loss or damage relieve LESSEE of its obligations under this Agreement. In the event of such loss or damage, LESSEE at its option shall:

- (a) Promptly repair the Leased Property to return it to good working order; or
- (b) Replace the Leased Property with like property, in good condition and working order, free and clear of all liens and encumbrances; or

(c) Pay LESSOR the replacement value of the Leased Property.

7. **Indemnity.** To the fullest extent permitted by law, LESSEE shall and does hereby agree to indemnify, protect, defend and hold harmless LESSOR and its officers, elected officials, employees, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney's fees) and other claims of any nature, kind or description by any person or entity, arising out of, caused by, or resulting from LESSEE's use, possession, maintenance and operation of the Leased Property.

8. **Ownership.** The Leased Property is and shall remain the exclusive property of LESSOR.

9. **Liens and Encumbrances.** LESSOR shall keep the Leased Property free and clear of any liens or other encumbrances and shall not permit any act where LESSOR's title or rights may be negatively affected. LESSEE shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Leased Property.

10. **Surrender.** Upon the expiration or earlier termination of this Agreement, LESSEE shall return the Leased Property to LESSOR in good repair, condition and equal working order as was received, with exception of ordinary wear and tear resulting from proper use thereof, by delivering the Leased Property at LESSEE's cost and expense to such place as LESSOR shall specify within the incorporated area of the City of Opelika.

11. **Assignment.** Neither this Agreement nor LESSEE's rights hereunder are assignable except with LESSOR's prior, written consent.

12. **Binding Effect.** The covenants and conditions contained in this Agreement shall apply to and bind the parties and their successors and permitted assigns of the parties.

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

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or representations of any kind preceding the date of this Agreement. There are no promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both LESSOR and LESSEE.

15. **Cumulative Rights.** LESSOR's and LESSEE's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

16. **Waiver.** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

**THE CITY OF OPELIKA, ALABAMA,
a municipal corporation
LESSOR**

GARY FULLER, ITS MAYOR

ATTEST:

**ROBERT G. SHUMAN
CITY CLERK**

**LEE COUNTY, ALABAMA
a political subdivision of the
State of Alabama
LESSEE**

**BILL ENGLISH,
CHAIRMAN OF THE
LEE COUNTY COMMISSION**

RESOLUTION NO. 274-15

Terminate Contract for Probation Services.

RESOLUTION NO. _____

**RESOLUTION TO TERMINATE CONTRACT FOR
PROBATION SUPERVISION AND REHABILITATION SERVICES
WITH PROFESSIONAL PROBATION SERVICES, INC.,**

WHEREAS, on June 3, 2015, the City of Opelika, Alabama (the “City”) entered into a contract (the “Contract”) with Professional Probation Services, Inc. (“PPSI”) for probation supervision and rehabilitation services; and

WHEREAS, the Contract provides that the Contract may be terminated at any time, by either party, with or without cause, upon ninety (90) days written notice of intent to terminate delivered to the non-terminating party; and

WHEREAS, the City Council deems it to be in the best interest of the City to terminate the Contract with PPSI; and

WHEREAS, the City desires to implement a system of in-house probation supervision and rehabilitation services for the community.

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

1. That the City does herewith terminate, without cause, the Contract with PPSI on the terms contained in said Contract.
2. That the Mayor is hereby authorized to give notice of termination to PPSI and is

further authorized to do and perform such acts, including execution of any and all documents and certificates, as he deems necessary or advisable to carry out the purposes and intent of this Resolution.

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.

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

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

 PRESIDENT OF THE CITY COUNCIL
 OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

RESOLUTION NO. 275-15

New Job Classification & Job Description for Probation Officer.**RESOLUTION NO. _____****RESOLUTION AUTHORIZING NEW JOB CLASSIFICATION
AND JOB DESCRIPTION FOR PROBATION OFFICER**

WHEREAS, the Mayor has submitted his recommendation to the City Council to authorize the new job classification and job description for Probation Officer and to amend the organizational chart of the Municipal Court Department.

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

1. That the new job classification of Probation Officer in the Municipal Court Department at pay grade 16 is hereby approved and authorized by the City Council.
2. That the new job description of Probation Officer, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council.
3. That the Municipal Court Clerk and the Controller are hereby authorized and directed to modify the organizational chart of the Municipal Court Department to implement the changes in personnel as contemplated by this Resolution. The Probation Officer shall report directly to the Presiding Municipal Judge and the City Administrator.
4. Funds for this position shall be provided from the unassigned fund balance for fiscal year 2015-2016, for all compensation and benefits attributable to the position of Probation Officer.

5. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.

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

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

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

ATTEST:

CITY CLERK

EXHIBIT “A”**CITY OF OPELIKA
POSITION DESCRIPTION****TITLE: MUNICIPAL PROBATION OFFICER****GENERAL DESCRIPTION**

The essential function of the position within the organization is to supervise operations of the Probations Section for the City of Opelika, in compliance with local and State of Alabama laws and regulations. The position is responsible all duties and responsibilities of the Probations Section to include performing administrative functions, monitoring and managing cash reports, preparing budget, and performing related clerical tasks. The position works independently, reporting major activities through periodic meetings.

PRIMARY DUTIES: *This list represents the essential tasks performed by this position. Employees may be assigned additional duties by management as required.*

Conducts pre-trial diversion investigations and prepares recommendations for admissions to the pre-trial diversion program (including making assessments for restitution).

Schedules and conducts interviews for the purpose of assessing a probationer’s risks and needs.

Informs, explains and advises probationers on the terms and conditions of probation, including office visits, financial payments, education/employment stipulations, treatment programs, curfews and other special conditions ordered by the Court.

Monitors probationers’ fines, fees and related court costs and insures that any/all financial obligations are complied with or have been satisfied.

Monitors chemical dependency and mental health assessments of probationers as ordered by the Court.

Arranges for installation and supervision of ignition interlock systems.

Supervises probationers’ participation in treatment programs and obtains and evaluates provider records.

Reports status of compliance and any violations to the Judge.

Monitors and/or administers urine and alcohol testing to ensure compliance with court orders.

Meets with Judge, Court Clerk, prosecutors and other criminal justice and social service agencies whenever necessary to provide and receive information on Court operations.

Maintains confidentiality of information and professional boundaries.

Develops new corrective treatment plans consistent with evidence-based practices by professional research, membership in professional organizations and personal contact with others in the field.

Develops procedures, programs and policies to assure efficient functioning of probation supervision services.

Continually analyzes and evaluates the structure, workload, policies and procedures with respect to probation services and develops revisions as needed.

MUNICIPAL PROBATION OFFICER

Develops and maintains community support and collaboration of community partners through a variety of community activities and networks.

Maintains and fosters a professional and positive work environment.

Interacts with offender after sentencing.

Assesses and determines offender's reporting schedule and payment schedule.

Coordinates community service, such as referral to appropriate agencies to address specific needs, if sentenced.

Makes home/work visits to offender, if needed, to monitor compliance.

Accepts payments of fines, restitution and costs.

Composes necessary documentation to affect issuance of warrants, delinquent reports, if offender violates probation.

Issues Failure to Pay and Failure to Report warrant requests to Opelika Municipal Court.

Attends Probation revocation hearings.

Gathers information/data to support periodic and special reports documenting activities for area of responsibility.

Attends conferences, seminars and workshops for the purpose of maintaining advanced techniques and probation administration and supervision.

Performs other duties and assists with projects as assigned by the Presiding Judge.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Coordinates or determines time, place, or sequence of operations or activities based on analysis of data and possibly executes determinations or reports on events.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Possesses a comprehensive understanding of teamwork and the willingness to demonstrate it.

Possesses and exemplifies a strong work ethic.

Possesses an understanding of the maintenance and restrictions of confidential information.

Possesses an ability to work under pressure and/or at a fast pace.

Possesses an ability to work independently.

Possesses and exemplifies a professional appearance and demeanor when at work and/or attending/participating in a Court related function.

MUNICIPAL PROBATION OFFICER

Possesses an ability to be dependable and reliable.

Possesses an ability to multi-task with work assignments and Court requests/directives.

Possesses a pleasant personality, ability to interact and maintain an effective working relationship with judges, law enforcement officers, lawyers and others conducting business with the Court.

Instructs or trains others through explanation, demonstration, and supervised practice, or by making recommendations on the basis of technical disciplines.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Must possess knowledge of basic computer programs, including word processing. Handles or uses machines, tools, equipment or work aids involving some latitude for judgment regarding attainment of a standard or in selecting appropriate items such as cash registers, computers, peripherals, or software programs such as spreadsheets.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or accounting for materials, supplies, or small amounts of money.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Demonstrates the ability to follow written and verbal instructions and must have knowledge of proper English, grammar, spelling, punctuation and composition.

Possesses the ability to effectively and professionally communicate verbally and in writing in English to diverse audiences

Reads scientific and technical journals, abstracts, financial reports, and legal documents; writes complex articles and reports; makes presentations to professional groups.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs work involving the application of logical principles and thinking to solve practical problems within or applying to a unit or division of the organization; requires continuous, close attention for accurate results and frequent exposure to unusual pressure.

JUDGMENT REQUIREMENTS: *Judgement requirements refers to the frequency and complexity of judgments and decisions given the stability of the work environment, the nature and type of guidance, and the breadth of impact of the judgments and decisions.*

Requires decision-making as a major part of the job, affecting a major segment of the organization and the general public; works in a dynamic environment with responsibility for developing policies and practices.

MUNICIPAL PROBATION OFFICER

IMPACT OF ERRORS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death for individuals.*

Makes decisions with moderate impact - affects those in work unit.

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

A bachelor's degree from an accredited college in criminology, psychology or sociology is preferred.

Requires associate's degree or the equivalent of two years of college or specialized vocational training in computer technology, law, court clerk, public administration, or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Must be a Certified Municipal Court Magistrate. Requires State of Alabama Driver's License.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Experience as a probation officer, parole officer and/or police officer is preferred.

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

The job involves a significant amount of sitting, talking, listening and reaching with hands and arms. A probation officer must be able to stand for significant periods of time without any physical difficulty. The ability to be attentive to and observe potential and actual threats to safety; to move quickly to respond to these threats; and to effectively intervene and prevent these threats are vital to the position's requirements. Someone in this position must be able to safely and effectively operate a motor vehicle.

Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and moderate dexterity in operating office equipment.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for the safety of others, either inherent in the job or to assure the safety of the general public.*

Requires no responsibility for the safety and health of others.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position may be exposed to extreme heat and/or cold, wet/humid conditions, bright and/or dim light, dust or pollen, moving mechanical parts, and traffic.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, and speaking.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

MUNICIPAL PROBATION OFFICER

The City of Opelika is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

RESOLUTION NO. 276-15

Annual Appropriation Contract - Employer Child Care Alliance**RESOLUTION NO. _____**

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Employer's Child Care Alliance, a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Employer's Child Care

Alliance, and retain one copy.

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 - Treasurer

ORDINANCE NO. 121-15-ORD

Amend Zoning Map, Rezoning from R-4 to I-1 at 207 Avenue a - 2Nd Reading.

The applicant is requesting a rezoning of his 24,000 sf property (207 Avenue A) to operate a funeral home. Ward Funeral Home was established in the mid-50's and closed in the mid-90's. During the past twenty (20) years the funeral home has undergone significant deterioration and dilapidation. Mr. Ward desires to restore the home to its original stature and conduct a funeral business. The Planning Commission sends a positive recommendation to City Council to rezone property.

ORDINANCE NO. _____

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

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

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

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

From the point of intersection of the northeasterly margin of South Third Street with southeasterly margin of Avenue A, in the City of Opelika, Lee County, Alabama, run north 47 degrees 36 minutes east, along the southeasterly margin of Avenue A, 250.0 feet; thence south 42 degrees 24 minutes east, 110.0 feet; thence south 47 degrees 26 minutes west, 100 feet; thence north 42 degrees 24 minutes west, 5.0 feet; thence south 47 degrees 36 minutes west, 150.0 feet, to the northeasterly margin of South Third Street; thence north 42 degrees 24 minutes west, along the northeasterly margin of South Third Street, 105.0 feet, to the point of beginning; being Lot 1, and part of Lots #14 and #15, Block 9, as the same appears on Totten's Official Real Estate Map of the City of Opelika, Alabama, as the same appears in the Lee County Probate Records, Town Plat Book 2, Page 9.

Being further described as the premises located at 207 Avenue A, Opelika, Lee County, Alabama.

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

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 122-15-ORD

Amend Zoning Map of Zoning Ordinance, Rezoning from I-1, GC to C-2, GC - 2Nd Reading.

Rezoning from I-1,GC to C-2,GC. Greater Peace CDC develop for a neighborhood mixed use development of commercial services, offices, and residential. The 7.8 acre rezoning area located on southwest corner of Fox Run Parkway and Greater Peace Drive. The Planning Commission sends a positive recommendation to City Council to rezone the property.

ORDINANCE NO. _____

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

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

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

From an I-1, GC District (Institutional, Gateway Corridor Overlay District) to a C-2, GC District (Office/Retail, Gateway Corridor Overlay District), the parcels of land hereinafter described:

Lot 11A and Lot 2 as shown on plat of survey entitled “Jeter School Subdivision”, Section 8, T19N, R27E, in the City of Opelika, Lee County, Alabama said plat surveyed by Jim McCrory Alabama Reg. No. 12493 and recorded in the Office of the Judge of Probate of Lee County, Alabama on October 17, 2000, in Town Plat Book 22 on Page 14. Lot 11 A containing 2 acres more or less and Lot 11A containing 5.86 acres more or less.

Said parcel consists in the aggregate of 7.8 acres and is located at the Southwest corner of Fox Run Parkway and Greater Peace Drive.

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

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 123-15-ORD

Speed Limit Change on Oak Bowery Road - 2Nd Reading.

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 16-183 AND SECTION 16-185 OF THE CODE OF THE CITY OF OPELIKA TO ESTABLISH A MAXIMUM SPEED LIMIT OF 35 MPH ON OAKBOWERY ROAD FROM BONITA AVENUE TO MORRIS AVENUE

WHEREAS, the City of Opelika's Engineering Department routinely reviews the speed limits in the City Code in order to make corrections, additions, or amendments, where appropriate; and

WHEREAS, the Engineering Department has undertaken an investigation and completed a traffic study for the portion of Oakbowery Road between Bonita Avenue and Grand National Parkway; and

WHEREAS, the Engineering Department based on evaluations and findings from its investigation and study, recommends a reduction in the speed limit for the portion of Oakbowery Road between Bonita Avenue and Morris Avenue to 35 miles per hour for all vehicles; and

WHEREAS, the City Council finds that setting a maximum speed limit of 35 miles per hour for said portion of Oakbowery Road between Bonita Avenue and Morris Avenue is reasonable and serves an important public interest in that it will promote and protect the health, safety and welfare of the citizens of the City of Opelika.

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

Section 1. **Section 16-183 amendment.**

Section 16-183 of the Code of Ordinances of the City of Opelika is hereby amended to read as follows:

SECTION 16-183. - Forty-five mile per hour limits.

No person shall operate a motor vehicle at a speed greater than forty-five (45) miles per hour by day or night upon the following listed streets, avenues or highways of the city:

- (1) Anderson Road-Cusseta Road to Northpark Drive.
- (2) Andrews Road-East City limits to Norman Street.
- (3) Birmingham Highway (U.S. 280-AL 38)-Mile Post 108.0 to Pepperell Parkway.
- (4) Columbus Parkway (U.S. 280/431-AL 1)-South Sixth Street to Mile Post 137.1.
- (5) Crawford Road (AL 169)-Marvyn Parkway to Mile Post 26.6.
- (6) Cusseta Road-Lafayette Parkway to East City limits.
- (7) Fox Run Parkway (U.S. 431-AL 1)-West Point Parkway to Columbus Parkway.
- (8) Frederick Road-West City limits to South Long Street.
- (9) Gateway Drive (U.S. 280-AL 38)-Pepperell Parkway to Interstate Highway 85.
- (10) Gateway Drive-Interstate Highway 85 to Marvyn Parkway.
- (11) Grand National Parkway-Birmingham Highway to Oakbowery Road.
- (12) Hamilton Road-South City limits to Gateway Drive.
- (13) Lafayette Parkway (U.S. 431-AL 1)-West Point Parkway to Mile Post 136.88.
- (14) Marvyn Parkway (AL 51)-McCoy Street to Mile Post 113.0.
- (15) Morris Avenue-Oakbowery Road to Rocky Brook Road.
- (16) North Uniroyal Road-Columbus Parkway to West Point Parkway.
- (17) Oakbowery Road-Morris Avenue to Grand National Parkway.
- (18) Old Columbus Road-East City limits to Edwards Road.
- (19) Pepperell Parkway-West City limits to 0.2 miles west of Pleasant Drive.
- (20) Ridge Road-East City limits to North Uniroyal Road.
- (21) Shelton Mill Road-West City limits to Birmingham Highway.
- (22) Society Hill Road-South City limits to Williamson Avenue.

(23) South Fox Run Parkway-Columbus Parkway to McCoy Street.

(24) South Uniroyal Road-South City limits to Columbus Parkway.

(25) Spring Villa Road-West City limits to East City limits.

(26) Stonewall Road-West City limits to Grand National Parkway.

(27) Veterans' Parkway-Pepperell Parkway to Oakbowery Road.

(28) Waverly Parkway-Birmingham Highway to White Road.

(29) West Point Parkway-Fox Run Parkway to North Uniroyal Road.

(Code 1964, § 16-42; Ord. No. 119-84; § 1, 12-4-84; Ord. No. 129-92, § 1, 7-21-92; Ord. No. 104-02, § 5, 2-5-02; Ord. No. 100-06, § 1, 1-17-06)

Section 2. **Section 16-185 amendment.**

Section 16-185 of the Code of Ordinances of the City of Opelika is hereby amended to read as follows:

SECTION 16-185 - Thirty-five mile per hour limits.

No person shall operate a motor vehicle at a speed greater than thirty-five (35) miles per hour by day or night upon the following listed streets, avenues or highways of the city:

(1) Andrews Road-Lake Condry Road to Norman Street.

(2) Auburn Street-Magazine Avenue to South Long Street.

(3) Chewacla Road-Old Columbus Road to South Uniroyal Road.

(4) Columbus Parkway-South Tenth Street to South Sixth Street.

(5) Country Club Road-West City limits to Dorsey Street.

(6) Cunningham Drive-Frederick Road to North Thirtieth Street.

(7) Dunlop Road-Waverly Parkway to Birmingham Highway (U.S. 280)

(8) First Avenue-Twenty-Second Street to Thomason Drive.

(9) Fitzpatrick Avenue-Pleasant Drive to Fourth Avenue.

(10) Geneva Street-Columbus Parkway to McCoy Street.

(11) Lake Condry Road-Lafayette Parkway to West Point Parkway.

(12) McCoy Street-Columbus Parkway to Geneva Street

- (13) Morris Avenue-Rocky Brook Road to Lafayette Parkway.
- (14) Northpark Drive-West Point Parkway to northern terminus.
- (15) Oakbowery Road-Morris Avenue to Bonita Avenue.
- (16) Old Columbus Road-Marvyn Parkway to Edwards Road.
- (17) Pepperell Parkway-Sixteenth Place to 0.2 miles west of Pleasant Drive.
- (18) Pleasant Drive-Waverly Parkway to Pepperell Parkway.
- (19) Ridge Road-West Point Parkway to Hanson Street.
- (20) Rocky Brook Road-Morris Avenue to Sixth Avenue.
- (21) Samford Avenue-South Railroad Avenue to Lafayette Parkway.
- (22) Saugahatchee Lake Road-Veterans' Parkway to End.
- (23) Second Avenue-Sixteenth Place to South Railroad Avenue.
- (24) Sixth Street-Second Avenue to Columbus Parkway.
- (25) South Long Street-Auburn Street to Williamson Avenue.
- (26) South Railroad Avenue-South Sixth Street to Samford Avenue.
- (27) Sunbelt Parkway-Grand National Parkway to End.
- (28) Tenth Street-Bonita Avenue to Columbus Parkway.
- (29) Thomason Drive-First Avenue to Gateway Drive.
- (30) Waverly Parkway-White Road to Pleasant Drive.
- (31) Williamson Avenue-South Long Street to Marvyn Parkway.

(Code 1964, § 16-43; Ord. No. 101-81, § 1, 1-6-81; Ord. No. 104-02, § 7, 2-5-02; Ord. No. 114-05, § 1, 6-21-05; Ord. No. 100-06, § 2, 1-17-06)

Section 3. **Implementation; posting of speed limits.**

The Mayor is hereby authorized to cause the installation of appropriate speed limit signs for all applicable speed zones on Oakbowery Road. All speed limit signs shall be so placed and so painted as to be plainly visible and legible in daylight or in darkness when illuminated by headlights and shall otherwise be in conformance with state law.

Section 4. **Enforcement.**

The speed limits established herein shall be enforced as provided by state law for traffic offenses.

Section 5. **Conflict and Severability.**

In the event any provision of this ordinance conflicts with any other provision of the Code of Ordinances or any other ordinance of the City of Opelika on the subject matter of this ordinance, the more strict provision shall apply and supersede. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceful for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall be deemed separate, distinct and independent provisions enforceable to the fullest extent possible.

Section 6. **Effective date.**

This ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. **Publication.**

This ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

Speed Study for Oak Bowery Road

August 27, 2015

The Engineering Department was requested to perform a speed study on Oak Bowery Bridge from Bonita Avenue to National Village Parkway. Three traffic and speed pneumatic detection tube devices were strategically placed within each of the representative sections of roadway with a variety of traffic and residential density conditions. The data was collected from midnight Thursday, August 20th and concluded at midnight, Tuesday August 25. The weekend data was excluded from the analysis for Average Annual Daily Traffic (AADT) that measures Vehicles per Day (VPD), but all the data was used to determine the speed data. The locations of the test are described below and are within a 45 MPH posted speed zone:

- **Tube 1** was placed just north of the newly constructed bridge and north of the left hand curve approaching the bridge and is used to analyze **Zone 1** of the section of Oak Bowery Road from Bonita Avenue to Northgate Drive.
- **Tube 2** was placed north of Veterans Parkway near the intersection of Whittelsey Court and is used to analyze **Zone 2** of section of roadway from Northgate Drive to Morris Avenue.
- **Tube 3** was placed north of Morris Avenue near the second sewer lift station and is used to analyze **Zone 3** of the section of roadway from Morris Avenue to National Village Parkway.

DATA:

	Zone 1	Zone 2	Zone 3
AADT (weekdays)	2017 VPD	3626 VPD	990 VPD
Average Speed	44 MPH	46 MPH	51 MPH
85% Speed	50 MPH	53 MPH	61 MPH
Access density (turnouts per mile)	33	47	10

EXISTING CONDITION ANALYSIS:

According to the data obtained above, the 85% speed that was measured is greater than the posted speed. In usual circumstances, the 85% speed is used to determine the appropriate posted speed of a roadway section. However, the original posting of 45 MPH for each of these sections of roadway was determined by legislation, §32-5A-171(2)(b) that stated “on any county maintained road in an unincorporated area should have a maximum speed limit of 45 MPH”. It is assumed that this section of roadway was unincorporated in the past and county maintained when the existing speed limit posting was established and that traffic volumes and turnout density was less than what was measured with the data presented.

Even with the existing posted speed, that speed data illustrates that over half the traffic driving on these sections of roadway are exceeding the speed limit. This factor alone should be enough to derive methods of traffic slowing and calming at least to the existing speed limit. These methods could include increased speed limit enforcement or other physical traffic calming devices to promote driver and citizen safety. This recorded speed also would be evident in recent reports from residents along this

roadway having difficulty turning and accessing the roadway due to the high rate of speed of oncoming vehicles.

RECOMMENDED CHANGES AND ANALYSIS:

The City of Opelika Public Works Manual describes Oak Bowery Road from Bonita Avenue to Morris Avenue as a Major Collector. According to the general national recommendations, major collectors are typically posted at 45 MPH. However, due to the fact that there is a high density of driveways in Tube zones 1 and 2, these areas are considered by the Engineering Department as residential or developed areas. The classification of these areas can be used to alter the posted speed limit by engineering judgmental consideration.

There are also vertical and horizontal curves in these two areas that appear (with visual observation) that the 45-MPH roadway design requirements could not be met and therefore the speed should be reduced. Additional geometric design of the roadway can be conducted to establish the actual design speed if requested.

According to It is hereby recommended that the speed limit along section 1 and 2 from Bonita Avenue to Morris Avenue be reduced to 35-MPH due to the factors collected and analyzed above. A minimum recommendation is to place an advisory speed limit (yellow and black) at the southbound left hand curve as the roadway approaches the new bridge on Oak Bowery Road. It is also recommended that the existing speed limit of 45 MPH on Zone 3 from Morris Avenue to National Village Parkway remain as is, however, increased speed limit enforcement is recommended to get the actual speed back down to the appropriate and posted level.



Scott Parker, P.E

City of Opelika Engineer

ORDINANCE NO. 124-15-ORD

Lease Agreement Between the City and KOB & OMS - 2Nd Reading.

ORDINANCE NO. _____

**ORDINANCE APPROVING THE LEASING OF THE
RAILROAD DEPOT LOCATED AT 1032 SOUTH RAILROAD AVENUE
TO OPELIKA MAIN STREET, INC AND KEEP OPELIKA BEAUTIFUL, INC.**

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 property of the City of Opelika, Alabama is no longer needed for public or municipal purposes:

Brick building and land known as the Railroad Depot situated in Opelika, Lee County, Alabama, and described as follows:

Commence at the Northwest Corner of Section 18, Township 19 North, range 27 East in Lee County, Alabama, thence run South along the Section Line for a distance of 925.55 feet to a point, thence run East 1,557.23 feet to a point at the intersection of the railroad centerlines of the Central of Georgia Railway Company and C.S.X. Transportation, thence run North 72 degrees 16 minutes 59 seconds East 119.83 feet to a point, which is the corner of a warehouse building owned by Central Removal and Restoration, Inc., thence run South 42 degrees 32 minutes 45 seconds East 24.98 feet along the southwest wall of the warehouse building to the point of beginning. From the point of beginning, run South 42 degrees 32 minutes 45 seconds East along the southwest wall of the warehouse building 37 feet, more or less, thence run South 42 degrees 26 minutes 00 seconds East 54.13 feet, thence run North 47 degrees 34 minutes 00 seconds East 368.3 feet, thence run along an arc in a southerly direction having a radius of 1,181.29 feet, an arc length of 564.44 feet, and an arc chord with bearing south 02 degrees 23 minutes 24 seconds West and length 559.09 feet, thence run South 50 degrees 24 minutes 52 seconds West 63.16 feet, thence run North 39 degrees 35 minutes 08 seconds West 270.71 feet, thence run South 50 degrees 24 minutes 52 seconds West 27.01 feet, thence run North 39 degrees 43 minutes 18 seconds West 213.06 feet, thence run North 47 degrees 34 minutes 00 seconds East 57.27 feet, thence run North 47 degrees 34 minutes 99 seconds East 35 feet, more or less, to the southwest wall of the warehouse building and the point of

beginning. Said parcel of land described contains 2.15 acres, and is located in Lee County, Alabama.

The above-described property is located at 1032 South Railroad Avenue, Opelika, Alabama.

Section 2. The City of Opelika having received an offer from Opelika Main Street, Inc., a non-profit corporation, and Keep Opelika Beautiful, Inc., a non-profit corporation, to lease the above-described property, it is hereby declared to be in the best interest of the public and the City of Opelika, Alabama to lease said property to Opelika Main Street, Inc., and Keep Opelika Beautiful, Inc., for a term not to exceed five (5) years.

Section 3. The proposed Lease Agreement to be entered into between the City of Opelika, as Lessor, and Opelika Main Street, Inc., and Keep Opelika Beautiful, Inc., as Lessees, a copy of which is attached hereto as Exhibit "A", is hereby approved, authorized, ratified and confirmed.

Section 4. Pursuant to the authority granted by §11-47-21 of the *Code of Alabama*, 1975, the Mayor of the City of Opelika, Alabama, is hereby authorized and directed to execute said Lease Agreement in the name of and on behalf of the City of Opelika, and the City Clerk is hereby authorized and directed to attest said Lease Agreement.

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

Section 6. 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 _____, 2014.

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 is made and entered into this the ____ day of September, 2015 at Opelika, Alabama, by and between the City of Opelika, Alabama, a Municipal Corporation, hereinafter called “**LESSOR**”, and Opelika Main Street, Inc., a non-profit corporation and Keep Opelika Beautiful, Inc., a non-profit corporation, hereinafter called “**LESSEES**”.

ARTICLE 1

PROPERTY LEASED

LESSOR hereby leases to **LESSEES**, and **LESSEES** lease from **LESSOR**, that certain property described below, hereinafter called “Leased Premises”, situated in Lee County, Alabama and described as follows:

Brick building and land known as the Railroad Depot situated in Opelika, Lee County, Alabama, and described as follows:

Commence at the Northwest Corner of Section 18, Township 19 North, range 27 East in Lee County, Alabama, thence run South along the Section Line for a distance of 925.55 feet to a point, thence run East 1,557.23 feet to a point at the intersection of the railroad centerlines of the Central of Georgia Railway Company and C.S.X. Transportation, thence run North 72 degrees 16 minutes 59 seconds East 119.83 feet to a point, which is the corner of a warehouse building owned by Central Removal and Restoration, Inc., thence run South 42 degrees 32 minutes 45 seconds East 24.98 feet along the southwest wall of the warehouse building to the point of beginning. From the point of beginning, run South 42 degrees 32 minutes 45 seconds East along the southwest wall of the warehouse building 37 feet, more or less, thence run South 42 degrees 26 minutes 00 seconds East 54.13 feet, thence run North 47 degrees 34 minutes 00 seconds East 368.3 feet, thence run along an arc in a southerly direction having a radius of 1,181.29 feet, an arc length of 564.44 feet, and an arc chord with bearing south 02 degrees 23 minutes 24 seconds West and length 559.09 feet, thence run South 50 degrees 24 minutes 52 seconds West 63.16 feet, thence run North 39 degrees 35 minutes 08 seconds West 270.71 feet, thence run South 50 degrees 24 minutes 52 seconds West 27.01 feet, thence run North 39 degrees 43 minutes 18 seconds West 213.06 feet, thence run North 47 degrees 34 minutes 00 seconds East 57.27 feet, thence run North 47 degrees 34 minutes 99 seconds East 35 feet, more or less, to the southwest wall of the warehouse building and the point of

beginning. Said parcel of land described contains 2.15 acres, and is located in Lee County, Alabama.

The above-described property is located at 1032 South Railroad Avenue, Opelika, Alabama.

ARTICLE II

RENT

LESSEES shall pay **LESSOR** the sum of One Hundred and No/100 (\$100.00) Dollars as annual rent payable in advance on each 15th day of October until the termination of this tenancy.

ARTICLE III

LEASE TERM

This lease shall be for a term of five (5) years commencing on October 1, 2015 and expiring at 12:00 midnight on September 30, 2020. The parties agree that any party shall have the right to terminate the Lease at any time by giving the other parties ninety (90) days previous notice in writing of its desire to terminate the same and **LESSEES** obligation.

ARTICLE IV

USE OF PREMISES

LESSEES agree to use the Leased Premises as offices, meeting rooms and other uses that are appropriate and necessary for the implementation of their programs. **LESSEES** agree not to alter or make additions to the Leased Premises without **LESSOR'S** written consent. **LESSEES** agree not to do or to permit any act or practice injurious to the building, which may be unreasonably disturbing to other residents, which may affect the insurance risk factor on the building, or which law may otherwise prohibit.

ARTICLE V

UTILITIES

LESSEES during the term hereof shall pay all charges for electricity, telephone, Internet, sewage, water and other utilities used in and on the Leased Premises and for the removal of rubbish and garbage therefrom immediately upon coming due and hold **LESSOR** harmless from any liability therefore.

ARTICLE VI

REPAIRS

LESSOR shall maintain the Leased Premises in condition fit for their intended use and shall make all necessary repairs except as follows:

1. **LESSEES** shall make all repairs of the Leased Premises occasioned by its negligent use of the Leased Premises.
2. **LESSEES** shall repair or replace all broken or damaged doors and windows.
3. **LESSEES** shall at all times keep the Leased Premises in every part clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin.
4. **LESSEES** shall keep the yards and sidewalks free from all accumulations of trash, rubbish and garbage.

ARTICLE VII

INSURANCE

(a) **LESSOR** shall secure from a good and responsible company or companies doing business in the state of Alabama and shall maintain during the entire term of this Lease fire and extended coverage insurance in an amount not less than the value of the building and other improvements on the Leased Premises.

(b) **LESSEES** shall secure and keep in force from the commencement date of this Lease and throughout the full term of the Lease, at **LESSEES'** expense, commercial general liability

insurance on the Leased Premises, insuring **LESSOR** and **LESSEES** against liability for injury to persons or damage to property occurring in or about the Leased Premises or arising out of the use or occupancy thereof. Said insurance shall specify a single occurrence policy limit of at least \$2,000,000 naming **LESSOR** as an additional insured.

ARTICLE VIII

ASSIGNMENT AND SUBLEASE

LESSEES agree not to assign or sublet the Leased Premises, nor any part thereof, without the written consent of **LESSOR**.

ARTICLE IX

WASTE AND NUISANCE

LESSEES shall not commit, or suffer to be committed any waste on the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

ARTICLE X

INDEMNIFICATION

LESSEES agree to indemnify and hold **LESSOR** harmless against any and all claims, demands, damages, costs, including reasonable attorney's fees for defense thereof, arising from the conduct or management of **LESSEES'** activities in the Leased Premises or from any breach on the part of **LESSEES** of any conditions of this Lease or from any act of negligence of **LESSEES** or their agents, contractors, employees, concessionaires or licensees in and about the Leased Premises. In case of any action or proceeding brought against **LESSOR** by reason of such claim, **LESSEES** upon notice from **LESSOR** covenant to defend such action or proceeding by counsel acceptable to **LESSOR**.

ARTICLE XI

GOVERNMENT REGULATIONS

LESSEES covenant that they will observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this Lease by any municipal, county, state or federal authorities having jurisdiction over said premises or the activities conducted therein by **LESSEES**, their tenants and assigns.

ARTICLE XII

REMEDIES FOR DEFAULT

If **LESSEES** shall fail to pay rent or any other sum to **LESSOR** when due, shall default in any other provision of this Lease or shall abandon the premises, **LESSOR**, in addition to all other remedies provided either at law or in equity, may avoid and terminate this Lease and re-enter into possession of the Leased Premises. All rights and remedies of **LESSOR** under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies shall be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

ARTICLE XIII

INSPECTION

LESSEES shall permit **LESSOR** and its agents to enter into and upon the Leased Premises, at all reasonable times, for the purpose of inspecting the same.

ARTICLE XIV

SUCCESSORS AND ASSIGNS

This lease shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

ARTICLE XV
ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and all representations, agreements and statements made previously by any party to the other, unless set forth herein, are null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the _____ day of February, 2014.

CITY OF OPELIKA-- LESSOR

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

OPELIKA MAIN STREET, INC.
A NON-PROFIT CORPORATION

BY: _____
Its _____

KEEP OPELIKA BEAUTIFUL, INC.
A NON-PROFIT CORPORATION

BY: _____
Its _____

Attachment: Lease Agreement Railroad Depot (124-15-ORD : Railroad Depot Lease Agreement with KOB & OMS)