



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
October 20, 2015
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. READING OF MINUTES
 1. Minutes from the 10-06-15 Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. August 2015 Financial Report
 2. September 2015 Building Reports
 3. Recognize 20<40 class member - P.J. Simmons.
 4. Recognize the AU CPS program and their star dog named "Opelika".
 5. Recognize the police officer of the Quarter - Damion Barry.
 6. Recognize Fire Fighter of the Year - Bob Parsons. Runner up - Billy Bowins, Zach Nelson.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request Temporary Street Closure of 7Th Street, Veterans Day Event.
 2. Request by Jefferson's Restaurant for a Restaurant Retail Liquor & Retail Beer on Premise License
 3. Public Hearing, Vacate a Portion of King Street, Accessed from Century Blvd
 4. Public Hearing, Project Agreement - SE Land Holdings, LLC.
12. AWARDING OF BIDS
13. RESOLUTIONS
 1. Expense Reports from Various Departments.

2. Designate City Personal Property Surplus and Authorize Disposal.
 3. Vacate Portion of King Street - Accessed from Century Boulevard
 4. Proposal from IHeartMedia - Radio Advertising for OPS
 5. Contract with Decisions Inc. - Fire Captain Validated Selection Procedures.
 6. Engineering Funds for a Donation to Save Our Saugahatchee
 7. Annual Appropriation Contract - Lee County Humane Society.
 8. Annual Appropriation Contract, Al. Cooperative Extension Service.
 9. Annual Appropriation Contract - Lee Co. Youth Development Center.
 10. Annual Appropriation Contract - Valley Haven School.
 12. Microsoft Enterprise Agreement - IT
 13. Annual Appropriation Contract, Child Advocacy Center.
14. ORDINANCES
1. Project Development Agreement - SE Land Holdings, LLC - 1St Readng.
 2. Amend City Code, Add Article X & XI, Procedures for Wrecker Services - OPD - 1St Reading.
15. APPOINTMENTS
16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1389)

Meeting: 10/20/15 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1389

Minutes from the 10-06-15 Council Meeting.



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 ____ day of _____, 2015.

President of the City Council

City of Opelika, Alabama

ATTEST:

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

SCHEDULED

Meeting: 10/20/15 07:00 PM
Department: Accounting
Category: Report
Prepared By: Mitch Price
Initiator: Mitch Price
Sponsors:

MAYOR'S REMARKS (ID # 1404)

DOC ID: 1404

August 2015 Financial Report

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

							Account Groups			
	Governmental Fund Types				Proprietary Funds		Trust and Agency Funds	General Fixed Assets	General Long Term Debt	Memo Total
	General	Special Revenue Funds	Debt Service Funds	*Capital Projects Funds	Internal Service Funds	Enterprise Funds	Agency Funds Total			
Cash	40,740,711.78	4,182,479.11	42,561.01	5,814,920.40	1,819,176.25	18,840,308.10	-	-	-	71,440,156.65
Investments at cost or amortized cost	-	-	-	-	-	-	-	-	-	-
Receivables:							-			
Taxes	7,736,800.02	5,803,220.16	-	-	-	-	-	-	-	13,540,020.18
Accounts and unbilled service	79,476.42	69,044.84	-	1,578,500.00	19,228.72	4,893,805.13	-	-	-	6,640,055.11
Assessments	62,869.17	-	-	-	-	-	-	-	-	62,869.17
Notes	-	-	-	-	-	-	-	-	-	-
Accrued interest	-	-	-	-	-	9,070.56	-	-	-	9,070.56
Due from other funds	1,010.48	-	-	-	14,087.22	-	-	-	-	15,097.70
Due from other governments	17,396.36	23,415.89	-	-	-	291,099.56	-	-	-	331,911.81
Advances to other governments	-	-	-	-	-	-	-	-	-	-
Inventory of supplies, at cost	99,670.38	-	-	-	-	3,437,146.37	-	-	-	3,536,816.75
Prepaid expenses	-	-	-	-	-	133,661.72	-	-	-	133,661.72
Restricted assets:							-			
Cash	-	-	-	-	-	3,091.08	-	-	-	3,091.08
Investments at cost or amortized cost	-	-	536,473.39	9,289,173.99	-	3,226,946.87	958,231.90	-	-	14,010,826.15
Accrued interest receivable	-	-	-	-	-	-	1,135.23	-	-	1,135.23
Due from other funds	-	-	-	-	-	-	3,937.50	-	-	3,937.50
Unamortized bond and issue costs	-	-	-	-	-	377,304.32	-	-	-	377,304.32
Land	-	-	-	-	-	2,470,555.99	-	9,783,123.79	-	12,253,679.78
Buildings and utility systems	-	-	-	-	-	129,105,335.04	-	42,650,072.10	-	171,755,407.14
Improvements other than buildings and systems	-	-	-	-	-	17,540.00	-	5,244,679.05	-	5,262,219.05
Equipment	-	-	-	-	-	9,284,161.05	-	92,837,650.71	-	102,121,811.76
Construction in progress	-	-	-	-	-	6,043,320.09	-	8,463,772.41	-	14,507,092.50
Accumulated depreciation	-	-	-	-	-	(57,098,902.05)	-	-	-	(57,098,902.05)
Other Assets	-	-	-	-	-	602,430.86	-	-	-	602,430.86
Amount available in debt service funds	-	-	-	-	-	-	-	-	105.32	105.32
Amount to be provided for retirement of general long term debt	-	-	-	-	-	-	-	-	99,347,079.66	99,347,079.66
Total assets	48,737,934.61	10,078,160.00	579,034.40	16,682,594.39	1,852,492.19	121,636,874.69	963,304.63	158,979,298.06	99,347,184.98	458,856,877.95

Sportsplex Fund Cash Balance is \$5,937,006

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

		Account Groups								
		Governmental Fund Types			Proprietary Funds		Trust and Agency Funds			
		Special Revenue Funds	Debt Service Funds	*Capital Projects Funds	Internal Service Funds	Enterprise Funds	Funds Total	General Fixed Assets	General Long Term Debt	Memo Total
		General	Funds	Funds	Funds	Funds				
Liabilities										
Accounts payable	936,419.89	141,645.13	-	-	325,148.87	3,905,524.13	-	-	-	5,308,738.02
Retainage payable	-	-	-	-	-	-	-	-	-	-
Current portion of bonds and notes payable	671,655.71	-	-	-	-	-	-	-	-	671,655.71
Liability for unpaid claims, current	-	-	-	-	-	-	-	-	-	-
Accrued payroll and benefits	538,505.54	1,167.56	-	-	-	308,491.59	-	-	-	848,164.69
Interest payable	-	-	-	-	-	-	-	-	-	-
Payable from restricted assets:	-	-	-	-	-	-	-	-	-	-
Accounts payable	-	-	-	-	-	-	-	-	-	-
Current portion of bonds payable	-	-	-	-	-	585,000.00	-	-	-	585,000.00
Interest payable	-	-	-	-	-	791,859.55	-	-	-	791,859.55
Due to other funds	14,970.38	2.37	-	-	-	3,051.97	1,010.48	-	-	19,035.20
Due to other governments	613.49	100.00	-	-	-	-	-	-	-	713.49
Deferred revenue	3,285,370.22	5,711,261.39	-	1,578,500.00	177,112.48	402,560.57	-	-	-	11,154,804.66
Customer deposits	-	-	-	-	-	2,598,212.67	-	-	-	2,598,212.67
Accrued employee benefits	-	-	-	-	-	359,661.66	-	-	-	359,661.66
Matured bonds and interest payable	-	-	-	-	-	-	-	-	-	-
Deferred compensation benefits payable	-	-	-	-	-	-	-	-	-	-
Liability for unpaid claims, long term	-	-	-	-	263,304.00	-	-	-	-	263,304.00
General obligation debt payable	-	-	-	-	-	-	-	-	99,347,184.98	99,347,184.98
Bonds, warrants and notes payable, net of current portion	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	49,090,492.75	-	-	-	49,090,492.75
Total liabilities	5,447,535.23	5,854,176.45	-	1,578,500.00	765,565.35	58,044,854.89	1,010.48	-	99,347,184.98	171,038,827.38
Fund Equity										
Contributed capital	-	-	-	-	-	-	-	-	-	-
Investment in general fixed assets	-	-	-	-	-	-	-	158,979,298.06	-	158,979,298.06
Retained earnings:										
Reserved for replacement and extension	-	-	-	-	-	-	-	-	-	-
Reserved for debt service	-	-	-	-	-	-	-	-	-	-
Unreserved	-	-	-	-	1,065,678.45	62,119,034.39	58,902.28	-	-	63,243,615.12
Fund balances:										
Nonspendable	99,679.12	69,044.84	-	-	-	-	891,908.13	-	-	1,060,632.09
Restricted	51,593.66	1,113,661.87	579,034.40	10,325,804.80	-	-	-	-	-	12,070,094.73
Committed	109,733.37	-	-	-	-	-	-	-	-	109,733.37
Encumbrances	2,515,086.99	1,378,012.51	-	652,948.61	21,248.39	1,472,985.41	-	-	-	6,040,281.91
Assigned	14,409,693.40	2,206,779.15	-	4,125,340.98	-	-	11,483.74	-	-	20,753,297.27
Unassigned	26,104,612.84	(543,514.82)	-	-	-	-	-	-	-	25,561,098.02
Total fund equity	43,290,399.38	4,223,983.55	579,034.40	15,104,094.39	1,086,926.84	63,592,019.80	962,294.15	158,979,298.06	-	287,818,050.57
Total liabilities and fund equity	48,737,934.61	10,078,160.00	579,034.40	16,682,594.39	1,852,492.19	121,636,874.69	963,304.63	158,979,298.06	99,347,184.98	458,856,877.95

Sportsplex Fund Cash Balance is \$5,937,006

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

	General	Special Revenue Funds	Debt Service Funds Total	*Capital Projects Funds	Library Trust Fund	Memo Total
Revenues:						
Taxes	29,242,076.30	6,119,299.89	-	-	-	35,361,376.19
Special Assessments	13,150.00	-	-	-	-	13,150.00
Licenses and permits	13,915,357.52	337,663.42	-	-	-	14,253,020.94
Intergovernmental revenues	534,262.04	576,808.47	-	-	-	1,111,070.51
Charges for services	1,675,539.89	-	-	-	-	1,675,539.89
Fines and forfeits	648,045.86	117,564.36	-	-	-	765,610.22
Miscellaneous revenues	349,021.89	59,512.08	101.07	151,850.11	526.97	561,012.12
Total revenues	46,377,453.50	7,210,848.22	101.07	151,850.11	526.97	53,740,779.87
Expenditures:						
Current:						
General Government	4,591,553.89	186,381.70	-	-	-	4,777,935.59
Public safety	12,240,466.32	12,658.79	-	359,039.26	-	12,612,164.37
Public works	3,445,713.51	844,060.80	-	1,413,373.69	-	5,703,148.00
Health, Education and Welfare	3,122,719.37	4,928,527.00	-	-	-	8,051,246.37
Culture and Recreation	5,432,625.39	-	-	61,723.92	-	5,494,349.31
Economic development	1,363,534.48	399,003.45	-	-	-	1,762,537.93
Capital outlay	1,163,501.66	70,810.00	-	-	-	1,234,311.66
Debt service:						
Principal retirement	514,049.58	-	2,630,000.00	-	-	3,144,049.58
Interest	169,249.08	-	3,697,505.90	-	-	3,866,754.98
Bond issue cost	-	-	147,351.70	-	-	147,351.70
Payment to escrow agent	-	-	7,244.07	-	-	7,244.07
Total expenditures	32,043,413.28	6,441,441.74	6,482,101.67	1,834,136.87	-	46,801,093.56
Excess of revenues over (under) expenditures	14,334,040.22	769,406.48	(6,482,000.60)	(1,682,286.76)	526.97	6,939,686.31
Other financing sources:						
Proceeds form General Long Term Debt	45,588.90	-	9,944,000.05	-	-	9,989,588.95
Sale of fixed assets	76,786.41	-	-	-	-	76,786.41
Operating transfers in	3,112,890.24	147,531.32	6,118,271.82	2,399,143.83	-	11,777,837.21
Operating transfers out	(6,519,726.80)	(579,254.17)	(10,046,956.88)	(1,805,715.09)	-	(18,951,652.94)
Total other financing sources (uses)	(3,284,461.25)	(431,722.85)	6,015,314.99	593,428.74	-	2,892,559.63
Excess of revenues and other sources over (under) expenditures and other uses	11,049,578.97	337,683.63	(466,685.61)	(1,088,858.02)	526.97	9,832,245.94
Fund balances, beginning of year	32,240,820.41	3,886,299.92	1,045,720.01	16,192,952.41	10,956.77	53,376,749.52
Fund balances, end of year	43,290,399.38	4,223,983.55	579,034.40	15,104,094.39	11,483.74	63,208,995.46
Assigned, Committed, Restricted, ect.	(17,185,786.54)	(4,767,498.37)	(579,034.40)	(15,104,094.39)	(11,483.74)	(37,647,897.44)
Fund balances, Unassigned	26,104,612.84	(543,514.82)	-	(0.00)	-	25,561,098.02

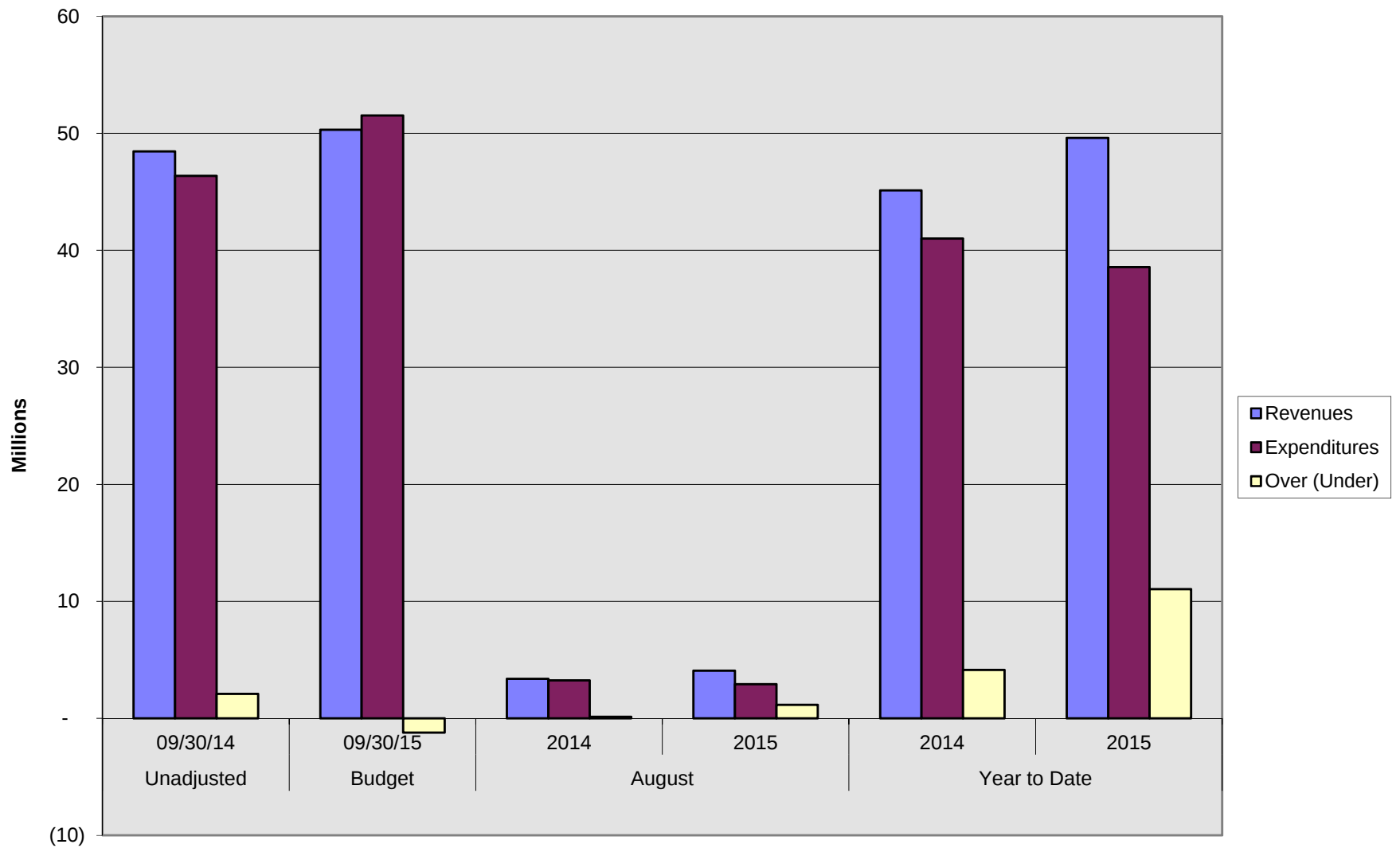
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City of Opelika
 Combined Statement of Revenues, Expenses and Changes in Retained Earnings/
 Fund Balances - All Proprietary Fund Types and Similar Trust Funds
 For Eleven Months Ending August 31, 2015

	Proprietary Fund Types						Fiduciary	Memo
	Enterprise Funds					Internal	Fund Types	
	Electric Utility	Telecommunication System	1965 Sewer System	Solid Waste Collection	Workman's Compensation	Health Insurance	Non-Expendable Trust	
							Garden Hills Cemetery	Total
Operating revenues:								
Charges for services	36,403,093.57	3,519,171.04	3,799,282.29	2,348,329.84	431,267.13	1,954,537.13	-	48,455,681.00
Interest	-	-	-	-	5,293.40	93.68	46,994.75	52,381.83
Total operating revenues	36,403,093.57	3,519,171.04	3,799,282.29	2,348,329.84	436,560.53	1,954,630.81	46,994.75	48,508,062.83
Operating expenses:								
Purchases	25,620,754.45	2,066,259.45	-	333,524.13	-	-	-	28,020,538.03
Depreciation	2,591,537.86	1,001,170.17	941,369.47	185,433.56	-	-	-	4,719,511.06
Personal services	2,828,117.81	461,303.16	3,432.00	1,060,500.44	-	-	-	4,353,353.41
Other	1,917,583.12	905,864.72	1,984,330.74	499,564.09	198,173.81	3,497,403.40	5,724.05	9,008,643.93
Total operating expenses	32,957,993.24	4,434,597.50	2,929,132.21	2,079,022.22	198,173.81	3,497,403.40	5,724.05	46,102,046.43
Operating income	3,445,100.33	(915,426.46)	870,150.08	269,307.62	238,386.72	(1,542,772.59)	41,270.70	2,406,016.40
Nonoperating revenue (expenses):								
Interest revenue	64,375.96	870.50	5,130.65	1,285.87	-	-	-	71,662.98
Miscellaneous revenue	1,101,590.62	53,793.76	3,597.11	71,431.00	-	-	-	1,230,412.49
Interest expense and fiscal charges	(1,316,260.66)	(343,030.14)	(293,405.30)	-	-	-	-	(1,952,696.10)
Other expenses	-	-	-	-	-	-	-	-
Total nonoperating revenues(expenses)	(150,294.08)	(288,365.88)	(284,677.54)	72,716.87	-	-	-	(650,620.63)
Income before operating transfers	3,294,806.25	(1,203,792.34)	585,472.54	342,024.49	238,386.72	(1,542,772.59)	41,270.70	1,755,395.77
Operating transfers in/Contributed Capital Developers	239,263.04	-	77,638.90	-	-	-	27,150.00	344,051.94
Operating transfers out	(2,680,698.27)	-	-	-	-	-	(9,518.42)	(2,690,216.69)
Total operating transfers	(2,441,435.23)	-	77,638.90	-	-	-	17,631.58	(2,346,164.75)
Net income (loss)	853,371.02	(1,203,792.34)	663,111.44	342,024.49	238,386.72	(1,542,772.59)	58,902.28	(590,768.98)
Retained earnings, Fund balances, beginning of year	39,649,840.09	(3,506,244.89)	25,963,521.25	830,188.74	2,391,312.71	-	891,908.13	66,220,526.03
Retained earnings, Fund balances, end of year	40,503,211.11	(4,710,037.23)	26,626,632.69	1,172,213.23	2,629,699.43	(1,542,772.59)	950,810.41	65,629,757.05
Encumbrances	2,603,404.94	(1,635,625.27)	183,389.86	321,815.88	-	21,248.39	-	1,494,233.80
Retained earnings, Fund balances, less encumbrances	37,899,806.17	(3,074,411.96)	26,443,242.83	850,397.35	2,629,699.43	(1,564,020.98)	950,810.41	64,135,523.25
Cash Flows:								
Add: Net Income (Loss)	853,371.02	(1,203,792.34)	663,111.44	342,024.49	238,386.72	(1,542,772.59)	58,902.28	(590,768.98)
Prior Period Adjustment - change in Depr	698,873.39	(44,196.92)	129,556.27	(746.28)	-	-	-	783,486.46
Add: Depreciation	2,591,537.86	1,001,170.17	941,369.47	185,433.56	-	-	-	4,719,511.06
Subtract: Capital Outlay	(3,750,894.00)	(628,030.73)	(184,470.27)	(355,328.06)	-	-	-	(4,918,723.06)
Decrease (Increase) in Receivables	(92,566.10)	(148,091.76)	1,176,338.63	(985.45)	-	41,196.00	-	975,891.32
Decrease (Increase) in Inventory	(635,071.95)	-	-	-	-	-	-	(635,071.95)
Decrease (Increase) in Prepaid	(9,103.56)	1,312.46	(432.41)	(3,205.40)	-	-	-	(11,428.91)
Decrease (Increase) in Restricted Assets	(593,986.89)	-	82,271.27	-	-	-	-	(511,715.62)
Decrease (Increase) in Deferred charges	6,746.19	-	-	-	-	-	-	6,746.19
Increase (Decrease) in Liabilities	(1,968,426.93)	(377,657.79)	(643,057.39)	(134,993.78)	(47,736.42)	(51,036.28)	(335.84)	(3,223,244.43)
Add: Book Value of Disposed Assets	23,950.00	-	-	-	-	-	-	23,950.00
Change in Cash	(2,875,570.97)	(1,399,286.91)	2,164,687.01	32,199.08	190,650.30	(1,552,612.87)	58,566.44	(3,381,367.92)
Cash Balance September 30, 2014	17,075,176.46	816,728.39	2,521,838.54	504,536.50	2,765,774.19	415,364.63	893,254.45	24,992,673.16
Cash Balance August 31, 2015	14,199,605.49	(582,558.52)	4,686,525.55	536,735.58	2,956,424.49	(1,137,248.24)	951,820.89	21,611,305.24

Attachment: August 2015 Reports (1404 : August 2015 Financial Report)

General Fund Revenue & Expenditure Summary



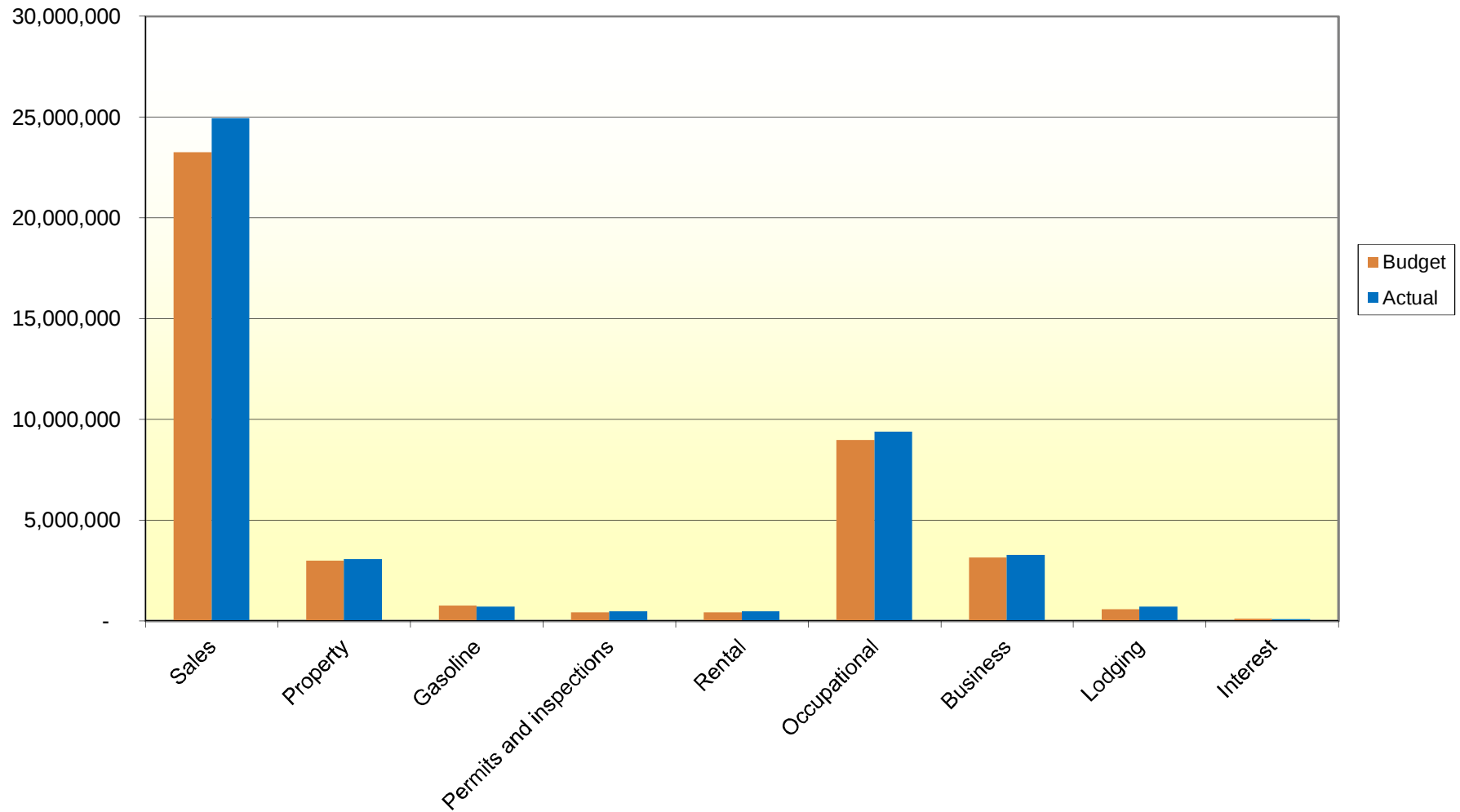
10/15/2015

City of Opelika
General Fund
Revenue and Expenditure Summary

	Unadjusted 09/30/14	Budget 09/30/15	August		Year to Date		% Chg
			2014	2015	2014	2015	
Revenues:							
Taxes	29,957,518	30,161,000	2,225,823	2,501,878	27,334,240	29,242,076	7
Special assessments	8,382	10,000	-	93	7,810	13,150	68
Licenses and permits	13,239,339	13,311,000	691,836	886,347	13,068,488	13,915,358	6
Intergovernmental revenues	520,395	464,219	168,717	184,960	497,219	534,262	7
Charges for services	1,846,646	1,648,157	141,959	172,470	1,682,476	1,675,540	-
Fines and forfeits	849,347	775,000	54,666	63,894	720,351	648,046	(10)
Miscellaneous	598,702	350,276	23,966	15,563	470,000	349,022	(26)
Total revenues	47,020,330	46,719,652	3,306,967	3,825,206	43,780,584	46,377,454	6
Expenditures:							
Current:							
General government	4,936,820	5,570,443	539,229	347,382	4,351,605	4,591,554	6
Public safety	13,477,869	14,670,132	1,369,853	974,020	12,095,749	12,240,466	1
Public works	3,729,815	4,001,247	157,327	307,045	3,437,792	3,445,714	-
Health, Education and Welfare	3,411,871	3,453,678	269,525	271,864	3,098,127	3,122,719	1
Culture and recreation	5,935,316	6,577,864	481,484	462,696	5,368,705	5,432,625	1
Economic Development	1,641,699	1,610,547	118,161	111,029	1,160,452	1,363,534	18
Capital outlay	1,932,105	3,613,640	49,683	156,822	1,845,036	1,163,502	(37)
Debt service:							
Principal retirement	1,786,555	561,984	45,358	47,731	1,741,003	514,050	(70)
Interest	211,371	183,433	16,760	14,387	194,804	169,249	(13)
Bond issue cost	-	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-	-
Total expenditures	37,063,421	40,242,968	3,047,380	2,692,976	33,293,273	32,043,413	(4)
Excess of revenues over(under) expenditures	9,956,909	6,476,684	259,587	1,132,230	10,487,311	14,334,041	37
Other financing sources(uses):							
Proceeds form General Long Term Debt	327,939	-	-	0	327,939	45,589	
Sale of fixed assets	80,165	57,365	0	3,935	80,165	76,786	(4)
Other financing sources	1,035,603	3,528,031	75,831	243,414	943,290	3,112,890	230
Operating transfers out	(9,304,331)	(11,274,768)	(199,032)	(228,930)	(7,706,776)	(6,519,727)	(15)
Total other financing sources(uses)	(7,860,624)	(7,689,372)	(123,201)	18,419	(6,355,383)	(3,284,461)	(48)
Excess of revenues and other sources over(under) expenditures and other uses	2,096,285	(1,212,688)	136,385	1,150,648	4,131,928	11,049,579	167
Fund balances, beginning	30,144,535	32,240,820	34,140,078	42,139,750	30,144,535	32,240,820	7
Fund balances, ending	32,240,820	31,028,132	34,276,463	43,290,399	34,276,463	43,290,399	26
Less:							
Restricted, Committed, Assigned, nonspendable and encumbered Fund Balance:							
Nonspendable Reserved for inventory	146,057	99,679	105,561	99,679	105,561	99,679	(6)
Train Restoration	26,315	26,315		26,315		26,315	
Restricted for Law Enforcement	21,600	25,279	21,481	25,279	21,481	25,279	18
Committed for Ward I - Misc Projects	7,278	238	178	238	178	238	34
Committed for Ward II - Misc Projects	2,144	294	144	294	144	294	
Committed for Ward III - Misc Projects	1,736	86	236	86	236	86	(64)
Committed for Ward IV - Misc Projects	10,735	1,695	3,635	1,695	3,635	1,695	(53)
Committed for Ward V - Misc Projects	5,215	175	15	175	15	175	
Assigned for 1994 Warrants and Road Imp	2,949,888	4,332,939	2,824,300	4,332,939	2,824,300	4,332,939	53
Assigned for 2011 1% Sales Tax	7,664,672	10,076,755	7,664,336	10,076,755	7,664,336	10,076,755	31
Committed for Farrish Street Drainage	13,410	13,410	13,410	13,410	13,410	13,410	-
Committed for Southside Park	25,000	25,000	25,000	25,000	25,000	25,000	-
Committed for Facilities	-	-	-	-	-	-	-
Committed for Veterans Memorial	54,835	54,835	54,835	54,835	54,835	54,835	-
Committed for Drainage - Brannon/Jeter	14,000	14,000	14,000	14,000	14,000	14,000	-
Encumbrances	1,233,120	-	2,111,881	2,515,087	2,111,881	2,515,087	19
	12,176,005	14,670,700	12,839,012	17,185,787	12,839,012	17,185,787	34
Unassigned Fund Balance	20,064,815	16,357,432	21,437,451	26,104,612	21,437,451	26,104,612	22
20% Budgeted Revenues	9,343,930				9,343,930	9,343,930	
Amount remaining	10,720,884				12,093,521	16,760,681	

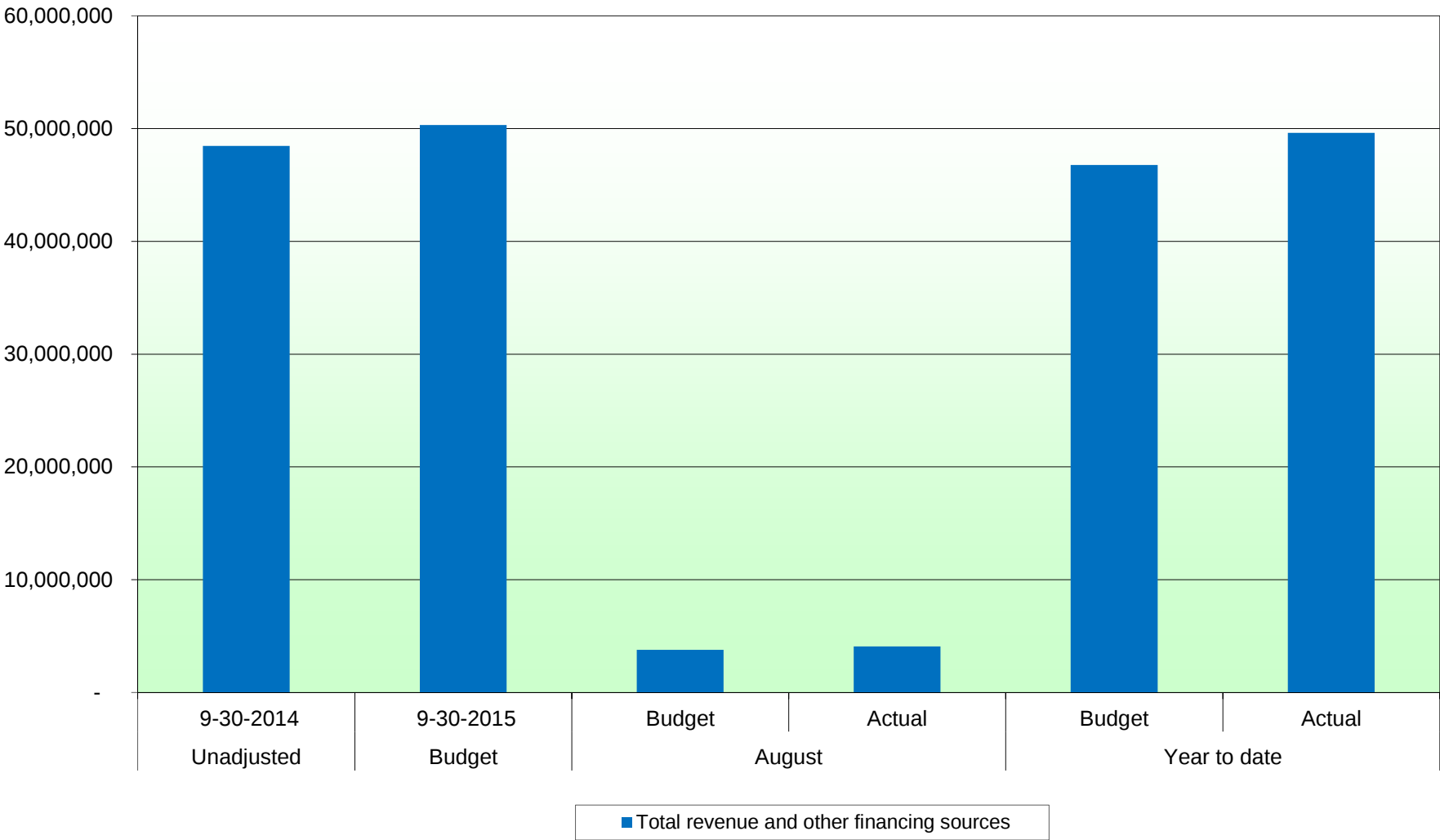
Attachment: August 2015 Reports (1404 : August 2015 Financial Report)

Budget vs Actual



August 2015

Total Revenue



10/15/2015

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

	Unadjusted 9-30-2014	Budget 9-30-2015	August Budget	Actual	Year to date Budget	Actual	% Over (Under)
Taxes:							
Sales	25,531,042	25,747,000	2,049,000	2,374,064	23,248,000	24,923,683	7
Property:							
Property	3,024,488	3,034,000	30,000	79	2,977,000	3,068,567	3
Payments in lieu of property tax	26,002	9,000	-	-	-	-	-
Total property	3,050,490	3,043,000	30,000	79	2,977,000	3,068,567	3
Other:							
Gasoline	769,258	818,000	70,000	67,505	750,000	690,733	(8)
Cigarette	83,243	89,000	8,000	10,198	82,000	82,085	-
Wine and liquor	23,319	25,000	2,000	2,145	23,000	22,963	-
Rental	500,166	439,000	33,000	47,887	405,000	454,044	12
Total other	1,375,986	1,371,000	113,000	127,735	1,260,000	1,249,826	(1)
Total taxes	29,957,518	30,161,000	2,192,000	2,501,878	27,485,000	29,242,076	6
Special assessments	8,382	10,000	1,000	93	9,000	13,150	46
Licenses and permits:							
Occupational license fee	8,917,021	9,029,000	704,000	643,935	8,978,000	9,390,950	5
Business:							
General	3,150,917	3,148,000	112,000	127,629	3,124,000	3,270,559	5
Lodging	671,296	618,000	46,000	58,736	565,000	691,178	22
Franchise fee	79,861	67,000	-	0	67,000	82,236	23
Total business	3,902,074	3,833,000	158,000	186,365	3,756,000	4,043,973	8
Telecommunications permits and fees	11,000	9,000	-	-	9,000	18,000	100
Permits and inspections	409,244	440,000	36,000	56,048	402,000	462,434	15
	420,244	449,000	36,000	56,048	411,000	480,434	17
Total licenses and permits	13,239,339	13,311,000	898,000	886,347	13,145,000	13,915,358	6
Intergovernmental:							
Shared County							
Motor vehicle license	103,277	112,000	17,000	13,174	105,000	100,810	(4)
Shared state:							
Bank excise	144,739	119,000	119,000	157,881	119,000	157,881	33
Business privilege tax	71,801	71,000	-	0	37,000	72,340	96
Liquor tax profits	121,362	118,000	8,000	13,186	109,000	122,185	12
State asset forfeiture	15,142	16,131	2,454	220	10,556	18,402	74
Total shared state	353,044	324,131	129,454	171,287	275,556	370,808	35
Other:							
Shared Federal asset forfeiture	27,363	28,778	2,533	(0)	26,239	26,764	2
State and county grants	36,709	(690)	(1,809)	500	1,123	35,879	3,095
Total other	64,072	28,088	724	500	27,362	62,644	129
Total intergovernmental	520,393	464,219	147,178	184,960	407,918	534,262	31
Charge for service:							
General government:							
Other	13,012	23,000	2,000	3,918	21,000	11,588	(45)
Public safety:							
Towing	2,301	-	(23)	-	25	1,948	7,693
Fire training	-	-	-	-	-	-	-
Highway Safety Program	1,444	-	-	-	-	-	-
City Schools	12,000	11,000	3,000	-	11,000	12,000	9
Housing Authority	35,000	-	-	-	-	-	#DIV/0!
E911	102,000	40,000	2,000	-	26,000	30,000	15
Auburn University	64,608	61,657	264	50	39,374	40,871	4
Health:							
Graves and monuments	124,275	113,000	9,000	11,350	104,000	132,125	27
Public Works:							
Paving/Plan review fees	67,842	27,000	1,000	15,546	24,000	63,789	166
Culture and recreation:							
Entry fees and concessions	1,424,165	1,372,500	115,550	141,607	1,257,882	1,383,219	10
Total charges for service	1,846,647	1,648,157	132,791	172,470	1,483,281	1,675,540	13
Fines and forfeits:							
Fines and costs	849,347	775,000	57,000	63,894	694,000	648,046	(7)
Miscellaneous:							
Interest	86,412	92,000	4,000	2,479	92,000	64,853	(30)
Other	512,290	258,276	21,461	13,084	176,174	284,169	61
Total miscellaneous	598,702	350,276	25,461	15,563	268,174	349,022	30
Total revenue	47,020,328	46,719,652	3,453,430	3,825,206	43,492,373	46,377,454	7
Other Financing Sources:							
Proceeds of General Obligation Debt	327,939	-	-	0	-	45,589	#DIV/0!
Operating transfers-in:							
Electric fund	922,140	2,959,636	255,604	243,414	2,704,025	2,680,698	(1)
Sale of Fixed Assets	80,165	57,365	9,517	3,935	47,845	76,786	60
Other transfers	113,463	568,395	47,365	0	521,015	432,192	(17)
Total operating transfers-in	1,115,768	3,585,396	312,486	247,349	3,272,885	3,189,677	(3)
Total other financing sources	1,443,707	3,585,396	312,486	247,349	3,272,885	3,235,266	(1)
Total revenue and other financing sources	48,464,035	50,305,048	3,765,916	4,072,554	46,765,258	49,612,719	6

Attachment: August 2015 Reports (1404 : August 2015 Financial Report)

City of Opelika
General Fund - Revenues
Comparison to Last Year

	Unadjusted 9-30-2014	Budget 9-30-2015	August		Year to date		% Over (Under)
			2014	2015	2014	2015	
Taxes:							
Sales	25,531,042	25,747,000	2,081,316	2,374,064	23,068,228	24,923,683	8
Property:							
Property	3,024,488	3,034,000	32,301	79	2,993,478	3,068,567	3
Payments in lieu of property tax	26,002	9,000	-	-	-	-	-
Total property	3,050,490	3,043,000	32,301	79	2,993,478	3,068,567	3
Other:							
Gasoline	769,258	818,000	65,620	67,505	714,533	690,733	(3)
Cigarette	83,243	89,000	6,960	10,198	77,935	82,085	5
Wine and liquor	23,319	25,000	1,885	2,145	21,455	22,963	7
Rental	500,166	439,000	37,741	47,887	458,611	454,044	(1)
Total other	1,375,986	1,371,000	112,206	127,735	1,272,534	1,249,826	(2)
Total taxes	29,957,518	30,161,000	2,225,823	2,501,878	27,334,240	29,242,076	7
Special assessments							
	8,382	10,000	-	93	7,810	13,150	68
Licenses and permits:							
Occupational license fee	8,917,021	9,029,000	475,485	643,935	8,839,688	9,390,950	6
Business:							
General	3,150,917	3,148,000	126,424	127,629	3,139,705	3,270,559	4
Lodging	671,296	618,000	57,008	58,736	606,775	691,178	14
Franchise fee	79,861	67,000	(0)	0	79,861	82,236	3
Total business	3,902,074	3,833,000	183,432	186,365	3,826,341	4,043,973	6
Telecommunications permits and fees							
	11,000	9,000	-	-	11,000	18,000	64
Permits and inspections	409,244	440,000	32,918	56,048	391,459	462,434	18
	420,244	449,000	32,918	56,048	402,459	480,434	19
Total licenses and permits	13,239,339	13,311,000	691,836	886,347	13,068,488	13,915,358	6
Intergovernmental:							
Shared County							
Motor vehicle license	103,277	112,000	11,643	13,174	94,315	100,810	7
Shared state:							
Bank excise	144,739	119,000	144,739	157,881	144,739	157,881	9
Business privilege tax	71,801	71,000	(0)	0	71,801	72,340	1
Liquor tax profits	121,362	118,000	7,370	13,186	107,768	122,185	13
State asset forfeiture	15,142	16,131	55	220	15,092	18,402	22
Total shared state	353,044	324,131	152,164	171,287	339,402	370,808	9
Other:							
Shared Federal asset forfeiture	27,363	28,778	0	(0)	26,793	26,764	-
State and county grants	36,709	(690)	4,910	500	36,709	35,879	(2)
	64,072	28,088	4,910	500	63,502	62,644	(1)
Total intergovernmental	520,393	464,219	168,717	184,960	497,219	534,262	7
Charge for service:							
General government:							
Other	13,012	23,000	1,000	3,918	12,440	11,588	(7)
Public safety:							
Towing	2,301	-	155	-	2,021	1,948	(4)
Fire training	-	-	-	-	-	-	-
Highway Safety Program	1,444	-	-	-	1,444	-	(100)
City Schools	12,000	11,000	-	-	12,000	12,000	-
Housing Authority	35,000	-	-	-	35,000	-	(100)
E911	102,000	40,000	-	-	102,000	30,000	(71)
Auburn University	64,608	61,657	-	50	41,725	40,871	(2)
Health:							
Graves and monuments	124,275	113,000	13,800	11,350	111,925	132,125	18
Public Works:							
Paving/Plan review fees	67,842	27,000	5,686	15,546	64,795	63,789	(2)
Culture and recreation:							
Entry fees and concessions	1,424,165	1,372,500	121,318	141,607	1,299,127	1,383,219	6
Total charges for service	1,846,647	1,648,157	141,959	172,470	1,682,476	1,675,540	-
Fines and forfeits:							
Fines and costs	849,347	775,000	54,666	63,894	720,351	648,046	(10)
Miscellaneous:							
Interest	86,412	92,000	3,738	2,479	81,496	64,853	(20)
Other	512,290	258,276	20,228	13,084	388,504	284,169	(27)
Total miscellaneous	598,702	350,276	23,966	15,563	470,000	349,022	(26)
Total revenue	47,020,328	46,719,652	3,306,967	3,825,206	43,780,584	46,377,454	6
Other Financing Sources:							
Proceeds of General Obligation Debt	327,939	-	-	0	-	45,589	-
Operating transfers-in:							
Electric fund	922,140	2,959,636	75,831	243,414	846,310	2,680,698	217
Sale of Fixed Assets	80,165	57,365	0	3,935	408,104	76,786	(81)
Other transfers	113,463	568,395	-	0	96,980	432,192	346
Total operating transfers-in	1,115,768	3,585,396	75,831	247,349	1,351,393	3,189,677	136
Total other financing sources	1,443,707	3,585,396	75,831	247,349	1,351,393	3,235,266	139
Total revenue and other financing sources	48,464,035	50,305,048	3,382,797	4,072,554	45,131,977	49,612,719	10

City of Opelika
General Fund
Comparison of Budget and Actual

	Unadjusted 9-30-2014	Budget 9-30-2015	Budget August	Actual	Budget Year to date	Actual Year to date	% YTD Budget
General Government:							
Legislative	333,084	401,596	36,161	19,670	396,734	316,417	(20)
Executive	210,899	255,083	(2,223)	17,248	260,505	184,038	(29)
Legal	95,949	140,696	11,715	9,799	128,905	114,583	(11)
Other:							
Administration	577,075	441,285	28,756	18,634	412,436	351,908	(15)
Accounting	332,122	370,246	30,849	26,117	339,339	327,035	(4)
Human Resources	328,028	476,953	43,559	22,401	430,481	336,704	(22)
Information Technology	959,011	1,372,265	136,159	79,712	1,235,533	1,172,755	(5)
Revenue	253,646	242,541	20,347	18,962	222,076	210,791	(5)
Municipal court	646,862	621,003	51,736	51,505	569,156	512,948	(10)
Purchasing	225,343	205,842	17,134	13,579	188,644	194,135	3
Community Development	126,582	142,552	11,890	13,130	130,622	123,236	(6)
Planning	316,620	353,024	29,293	27,042	323,663	295,521	(9)
Total other	3,765,289	4,225,711	369,723	271,082	3,851,950	3,525,033	(8)
Nondepartmental	531,598	547,357	46,091	29,583	501,237	451,483	(10)
Total general government	4,936,819	5,570,443	461,467	347,382	5,139,331	4,591,554	(11)
Public safety:							
Police:							
Total police	7,924,438	9,054,446	758,128	617,791	8,292,910	7,377,121	(11)
Fire:							
Total fire	5,218,955	5,284,210	449,329	356,229	4,835,751	4,614,738	(5)
Nondepartmental	334,476	331,476	27,622	-	303,842	248,607	(18)
Total public safety	13,477,869	14,670,132	1,235,079	974,020	13,432,503	12,240,466	(9)
Public Works:							
Streets	1,068,506	1,116,439	92,598	89,035	1,023,828	997,821	(3)
Engineering	403,517	580,524	51,019	29,183	529,379	417,259	(21)
Other:							
Administration	335,004	373,124	35,736	30,592	337,373	322,214	(4)
Cemetery	206,968	194,336	16,708	17,075	177,611	180,975	2
Auto shop	340,480	354,010	30,906	25,927	323,093	316,716	(2)
Building maintenance	331,330	324,496	27,450	26,613	297,045	293,334	(1)
Inspection	477,869	488,560	40,554	29,720	447,944	400,478	(11)
Grounds maintenance	566,141	569,758	53,711	58,898	516,039	516,917	-
Total other	2,257,792	2,304,284	205,065	188,825	2,099,105	2,030,634	(3)
Total public works	3,729,815	4,001,247	348,682	307,043	3,652,312	3,445,714	(6)
Health, Education and Welfare							
Animal control	59,445	63,489	5,258	4,473	58,158	53,421	(8)
Nondepartmental	3,352,427	3,390,189	285,145	267,391	3,101,480	3,069,298	(1)
Total health, education and welfare	3,411,872	3,453,678	290,403	271,864	3,159,638	3,122,719	(1)
Culture and recreation							
Parks and recreation	5,091,594	5,561,685	461,018	409,182	5,099,610	4,671,560	(8)
Library	751,222	914,007	91,685	53,513	822,251	677,240	(18)
Nondepartmental	92,500	102,172	9,113	-	93,056	83,825	(10)
Total culture and recreation	5,935,316	6,577,864	561,816	462,695	6,014,917	5,432,625	(10)
Economic Development							
Economic Development	385,622	546,797	45,558	29,695	501,138	361,056	(28)
Nondepartmental	1,256,076	1,063,750	88,642	81,335	975,062	1,002,479	3
Total economic development	1,641,698	1,610,547	134,200	111,030	1,476,200	1,363,535	(8)
Capital outlay	1,932,105	3,613,640	294,002	156,822	3,318,588	1,163,502	(65)
Total expenditures	35,065,493	39,497,551	3,325,649	2,630,856	36,193,489	31,360,115	(13)
Transfers - out:							
Transfer to PR/Jail Construction Fund	2,402,131	2,418,375	201,531	226,492	2,216,841	2,399,144	8
Transfers to other funds	84,538	117,983	10,236	2,437	60,976	28,990	(52)
Debt service	8,815,588	9,483,827	790,317	62,119	8,693,487	4,774,892	(45)
Total transfers - out	11,302,257	12,020,185	1,002,084	291,048	10,971,304	7,203,026	(34)
Total expenditures and transfers - out	46,367,750	51,517,736	4,327,733	2,921,904	47,164,793	38,563,141	(18)

Attachment: August 2015 Reports (1404 : August 2015 Financial Report)

City of Opelika
General Fund
Expenditures

	Unadjusted 9-30-2014	Budget 9-30-2015	August 2014	2015	Year to date 2014	2015	% Last Year
General Government:							
Legislative	333,084	401,596	24,129	19,670	305,457	316,417	4
Executive	210,899	255,083	34,780	17,248	188,787	184,038	(3)
Legal	95,949	140,696	13,639	9,799	80,862	114,583	42
Other:							
Administration	577,075	441,285	179,688	18,634	556,787	351,908	(37)
Accounting	332,122	370,246	36,607	26,117	305,770	327,035	7
Human Resources	328,028	476,953	36,065	22,401	298,613	336,704	13
Information Technology	959,011	1,372,265	50,941	79,712	809,281	1,172,755	45
Revenue	253,646	242,541	22,173	18,962	233,365	210,791	(10)
Municipal court	646,862	621,003	51,395	51,505	512,725	512,948	-
Purchasing	225,343	205,842	26,093	13,579	203,235	194,135	(4)
Community Development	126,582	142,552	9,301	13,130	113,753	123,236	8
Planning	316,620	353,024	34,338	27,042	289,113	295,521	2
Total other	3,765,289	4,225,711	446,601	271,082	3,322,642	3,525,033	6
Nondepartmental	531,598	547,357	20,081	29,583	453,857	451,483	(1)
Total general government	4,936,819	5,570,443	539,230	347,382	4,351,605	4,591,554	6
Public safety:							
Police:							
Total police	7,924,438	9,054,446	822,742	617,791	7,180,695	7,377,121	3
Fire:							
Total fire	5,218,955	5,284,210	547,110	356,229	4,664,197	4,614,738	(1)
Nondepartmental	334,476	331,476	-	-	250,857	248,607	(1)
Total public safety	13,477,869	14,670,132	1,369,852	974,020	12,095,749	12,240,466	1
Public Works:							
Streets	1,068,506	1,116,439	21,584	89,035	987,663	997,821	1
Engineering	403,517	580,524	39,102	29,183	365,605	417,259	14
Other:							
Administration	335,004	373,124	5,629	30,592	304,613	322,214	6
Cemetery	206,968	194,336	8,617	17,075	191,564	180,975	(6)
Auto shop	340,480	354,010	4,043	25,927	319,134	316,716	(1)
Building maintenance	331,330	324,496	2,517	26,613	308,141	293,334	(5)
Inspection	477,869	488,560	68,657	29,720	448,318	400,478	(11)
Grounds maintenance	566,141	569,758	7,177	58,898	512,755	516,917	1
Total other	2,257,792	2,304,284	96,640	188,825	2,084,525	2,030,634	(3)
Total public works	3,729,815	4,001,247	157,326	307,043	3,437,793	3,445,714	-
Health, Education and Welfare							
Animal control	59,445	63,489	6,282	4,473	54,819	53,421	(3)
Nondepartmental	3,352,427	3,390,189	263,244	267,391	3,043,308	3,069,298	1
Total health, education and welfare	3,411,872	3,453,678	269,526	271,864	3,098,127	3,122,719	1
Culture and recreation							
Parks and recreation	5,091,594	5,561,685	409,909	409,182	4,597,480	4,671,560	2
Library	751,222	914,007	71,575	53,513	684,350	677,240	(1)
Nondepartmental	92,500	102,172	-	-	86,875	83,825	(4)
Total culture and recreation	5,935,316	6,577,864	481,484	462,695	5,368,705	5,432,625	1
Economic Development							
Economic Development	385,622	546,797	36,817	29,695	340,406	361,056	6
Nondepartmental	1,256,076	1,063,750	81,344	81,335	820,046	1,002,479	22
Total economic development	1,641,698	1,610,547	118,161	111,030	1,160,452	1,363,535	18
Capital outlay	1,932,105	3,613,640	49,683	156,822	1,845,036	1,163,502	(37)
Total expenditures	35,065,493	39,497,551	2,985,262	2,630,856	31,357,467	31,360,115	-
Transfers - out:							
Transfer to PR/Jail Construction Fund	2,402,131	2,418,375	195,470	226,492	2,158,212	2,399,144	11
Transfers to other funds	84,538	117,983	3,563	2,437	17,688	28,990	64
Debt service	8,815,588	9,483,827	62,117	62,119	7,466,684	4,774,892	(36)
Total transfers - out	11,302,257	12,020,185	261,150	291,048	9,642,584	7,203,026	(25)
Total expenditures and transfers - out	46,367,750	51,517,736	3,246,412	2,921,904	41,000,051	38,563,141	(6)

Attachment: August 2015 Reports (1404 : August 2015 Financial Report)

City of Opelika
General Fund
Capital Outlay

	Unadjusted 9-30-2014	Budget 9-30-2015	August		Year to date		% Annual
			2014	2015	2014	2015	Year
General Government:							
Legislative	-	-	-	-	-	-	-
Executive	-	55,000	-	-	-	50,279	91
Legal	-	-	-	-	-	-	-
Other:							
Administration	-	-	-	-	-	-	-
Accounting	-	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-	-
Information Technology	354,163	617,836	6,534	-	386,945	126,034	20
Revenue	-	-	-	-	-	-	-
Municipal court	-	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-	-
Community Development	-	-	-	-	-	-	-
Planning	-	-	-	-	-	-	-
Total other	354,163	617,836	6,534	-	386,945	126,034	20
Nondepartmental	-	-	-	-	-	-	-
Total general government	354,163	672,836	6,534	-	386,945	176,313	26
Public safety:							
Police:							
Total police	605,129	244,411	-	-	554,696	230,669	94
Fire:							
Total fire	53,909	806,160	-	29,607	53,909	270,185	34
Nondepartmental	-	-	-	-	-	-	-
Total public safety	659,038	1,050,571	-	29,607	608,605	500,854	48
Public Works:							
Streets	214,967	36,856	-	-	214,967	31,106	84
Engineering	487,630	1,570,429	24,498	74,290	460,966	212,875	14
Other:							
Administration	78,541	183,041	18,651	-	73,770	163,706	89
Cemetery	-	-	-	-	-	-	-
Auto shop	-	-	-	-	-	-	-
Building maintenance	-	-	-	-	-	-	-
Inspection	-	-	-	-	-	-	-
Grounds maintenance	-	-	-	-	-	-	-
Total other	78,541	183,041	18,651	-	73,770	163,706	89
Total public works	781,138	1,790,326	43,149	74,290	749,703	407,687	23
Health, Education and Welfare							
Animal control	-	-	-	-	-	-	-
Nondepartmental	-	-	-	-	-	-	-
Total health, education and welfare	-	-	-	-	-	-	-
Culture and recreation							
Parks and recreation	123,532	99,907	-	52,927	99,784	78,648	79
Library	14,235	-	-	-	-	-	-
Nondepartmental	-	-	-	-	-	-	-
Total culture and recreation	137,767	99,907	-	52,927	99,784	78,648	79
Economic Development	-	-	-	-	-	-	-
Conference Center	-	-	-	-	-	-	-
Total expenditures	1,932,106	3,613,640	49,683	156,824	1,845,037	1,163,502	32
Transfers - out:							
Transfers to other funds							
Debt service							
Total transfers - out	-	-	-	-	-	-	-
Total expenditures and transfers - out	1,932,106	3,613,640	49,683	156,824	1,845,037	1,163,502	32

Attachment: August 2015 Reports (1404 : August 2015 Financial Report)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/20/15 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 1392)

DOC ID: 1392

September 2015 Building Reports



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

Planning Department - Building Inspections Division

Telephone 334-705-5420
Fax 334-705-5159

Monthly Permits For September, 2015

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	1
Buildings Demolished	0	0
Building Repairs	10	4
Plumbing Upgrades	0	3
Electrical Upgrades	7	17
Mechanical Upgrades	2	2
Reroofs And Roof Repairs	1	3
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	8

Monthly Totals For September 2006-2015

2006	\$9,202,491.00
2007	\$6,783,300.00
2008	\$9,667,809.00
2009	\$2,274,539.00
2010	\$15,454,374.00
2011	\$2,746,405.00
2012	\$51,311,016.00
2013	\$3,666,190.00
2014	\$5,525,186.00
2015	\$5,632,291.00

INSPECTION REQUEST TOTAL

507

Total Permits Issued:

1	New Buildings: Commercial	\$336,000.00
11	Commercial Renovations And Repairs	\$1,891,423.00
1	Signs	\$4,000.00
9	New Single Family Homes	\$2,170,675.00
15	Residential Repairs And Renovations	\$213,919.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
37	Total Building Permits Issued	\$4,616,017.00
0	Electrical Permits	\$633,287.00
0	Plumbing Permits	\$273,180.00
0	HVAC Permits	\$109,807.00

37

Total Permits Issued For September, 2015

\$5,632,291.00

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector

Building Inspections

700 Fox Trail
Opelika, Alabama 36801



Phone: 334-705-5420
Fax: 334-705-5159

Fiscal Year End Report - 2015

Building Repairs	Commercial	Residential
Buildings Condemned	0	5
Buildings Demolished	1	17
Building Repairs	57	60
Plumbing Upgrades	26	62
Electrical Upgrades	46	111
Mechanical Upgrades	39	34
Reroofs And Roof Repairs	17	43
Mobile Home Services	0	1
Building Additions/Accessory Structures	0	89

Yearly Totals For Oct. 1st - Sept. 30th	
2006	\$156,630,888.00
2007	\$129,263,598.00
2008	\$127,407,288.00
2009	\$67,359,271.00
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$192,080,600.00

INSPECTION REQUEST TOTAL	4,596
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30	New Buildings: Commercial	\$105,231,989.00
85	Commercial Renovations And Repairs	\$13,641,552.00
36	Signs	\$270,435.00
154	New Single Family Homes	\$36,071,178.00
225	Residential Repairs And Renovations	\$2,881,005.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
530	Total Building Permits Issued	\$158,096,159.00

313	Electrical Permits	\$10,516,535.00
256	Plumbing Permits	\$11,327,716.00
227	HVAC Permits	\$12,140,190.00

1,326	Total Issued for FY 2015	\$192,080,600.00
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 JEFF KAPPELMAN
 Chief Building Inspector

Attachment: September 2015 (1392 : September 2015 Building Reports)

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

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
09/03/15	Builders Professional Group	4010	Stratford Way	Builders Professional Group, LLC	Residential New Single Family	\$178,141.00
09/03/15	Builders Professional Group	3604	Maple Creek Court	Grayhawk Homes	Residential New Single Family	\$214,331.00
09/03/15	Tommie Remodeling	2108	Copper Lane	Cindy Salter	Residential Patio Awning	\$1,500.00
09/04/15	Hardwood, LLC	305	Byrd Avenue	Harwood, LLC	Residential Abatement Repairs	\$10,000.00
09/08/15	Whatley Bro's	205	North 12th Street	Whatley Bro's	Residential Renovation	\$40,000.00
09/09/15	Larry Stanley	202	29th Street	Larry Stanley	Residential New Accessory Building	\$1,400.00
09/09/15	Danny Clements Builder	2119	Interstate Drive	Taziki's Restaurant	Commercial Interior Build Out	\$339,000.00
09/10/15	Superior Roofing Co.	500	Waverly Parkway	Waverly Place Condo's	Residential Roof Replacement	\$13,345.00
09/10/15	Superior Roofing Co.	4707	Pebbleshore Drive	Mr. Becker	Residential Roof Replacement	\$9,530.00
09/10/15	Linda Childes	408	1ST Avenue	Linda Childes	Residential New Accessory Building	\$1,400.00
09/10/15	S J Construction	309	Williamson Avenue	Sejin Amercia	Commercial Condition Room	\$108,000.00
09/10/15	River City Contracting Inc.	304	Williamson Avenue	CTC Commercial Avenue	Commercial New Building	\$336,000.00
09/11/15	Supreme Service	2701	Bent Tree Lane	Monica Hollfield	Residential Roof Replacement	\$3,570.00
09/11/15	Dack Homes West	2210	Winding Oak Drive	DRI Fieldstone	Residential New Single Family	\$161,209.00
09/11/15	Randall Calloway	4201	Oakbowery Road	Randall Calloway	Residential Additional	\$25,000.00
09/14/15	Trademark Quality Homes	2500	Samuel Lane	Trademark Quality Homes	Residential New Single Family	\$276,130.00
09/14/15	Trademark Quality Homes	606	McDonadi Drive	Trademark Quality Homes	Residential New Single Family	\$301,660.00
09/15/15	Rogers & Willard Builders	2125	Interstate Drive	Chipolte	Commercial Tenant Build Out	\$350,519.00
09/15/15	Centimark Corporation	4401	Northpark Drive	Spartan Partners	Commercial Roof Replacement	\$465,748.00
09/15/15	Jacob Barnoski	2903	McKinley Drive	Jacob Barnoski	Residential New Accessory Building	\$2,683.00
09/15/15	Holland Homes, LLC	2304	Heritage Drive	Jeremy White	Residential Interior Remodel	\$40,037.00
09/16/15	Gover Tire	1011	2nd Avenue	Glover Tire	Commercial Signage	\$4,000.00
09/17/15	The Letlow Company	310	Guinevere Court	Monty Burgess	Residential Porch Enclosure	\$36,000.00
09/18/15	Debbie Walker	2803	Brittany Lane	Debbie Walker	Residential Accessory Building	\$1,684.00
09/18/15	Kadell Industries	2229	Tigertown Parkway	Kinnucan's	Commercial Interior Renovation	\$96,400.00
09/18/15	Q.L. Gewaz	814	Genva Street	Q.L. Gewaz	Commercial Interior Renovation	\$40,000.00
09/18/15	McCraney Farms, LLC	1125	Preston Street	McCraney Farms, LLC	Commercial Exterior Upgrade	\$200,000.00
09/18/15	Builders Professional Group	3017	Stillwood Way	Builders Professional Group, LLC	Residential New Single Family	\$312,115.00
09/21/15	Dack Homes West	2317	Jewels Way	DRI Fieldstone	Residential New Single Family	\$187,782.00
09/21/15	Dack Homes West	2008	Beverly Drive	Riverchase Homes	Residential New Single Family	\$361,272.00
09/23/15	Darrell Huff/Bishop Ind. Corp.	1113	Frederick Avenue	Darrell Huff	Commercial Interior Renovation	\$1,200.00
09/25/15	Builders Professional Group	304	Gwynne's Way	Builders Professional Group, LLC	Residential New Single Family	\$178,035.00
09/28/15	Summit General Construction	2109	Interstate Drive	Alumni Hall	Commercial Interior Build Out	\$127,609.00
09/28/15	Lydia Stringfellow	800	Lake Condy Road	Lydia Stringfellow	Residential Accessory Building	\$2,070.00

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
09/30/15	DLP Construction	2055	Interstate Drive	Mattress Firm	Commercial Build Out	\$45,000.00
09/30/15	Dooley & Mack Construction	2900	Pepperell Parkway	Wal-Mart	Commercial Interior Renovation	\$117,947.00
09/30/15	M. D. Thomas Construction	3212	Waverly Parkway	Debra Baker	Residential New Swimming Pool	\$25,700.00

Total \$4,616,017.00

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR


JEFF KAPPELMAN
Chief Building Inspector



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1387)

Meeting: 10/20/15 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1387

Request Temporary Street Closure of 7Th Street, Veterans Day Event.

**Community Relations Department**

City of Opelika, Alabama
204 South 7th Street
PO Box 390
Opelika, Alabama 36803-0390
Phone: 334.705.5136 Fax: 334.705.5153

October 5, 2015

To: Robert Shuman
From: Jan H. Gunter

Re: Request from City Council for Road Closure on Wednesday, November 11, 2015

Mr. Shuman,

With this letter I am requesting the Opelika City Council's permission to have South 7th Street, between Avenue A and Avenue B, closed to vehicular traffic on Wednesday, November 11, 2015 between the hours of 8:00 a.m. and 11:30 a.m. so that the city's Annual Veterans Day Services can take place in front of City Hall, at the Veterans Memorial Monument.

Thank you for adding this to the City Council Agenda for the October 20, 2015 meeting.

Sincerely,

Jan H. Gunter
Community Relations Specialist

Attachment: CM 10-20-15, request temporary street closure, Veterans Day. (1387 : Request Temporary Street Closure, Veterans Day)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1393)

Meeting: 10/20/15 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Martha Wright

Sponsors:

DOC ID: 1393

Request by Jefferson's Restaurant for a Restaurant Retail Liquor & Retail Beer on Premise License

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 1324)**

Meeting: 10/20/15 07:00 PM

Department: Planning

Category: Vacate Property

Prepared By: Marty Ogren

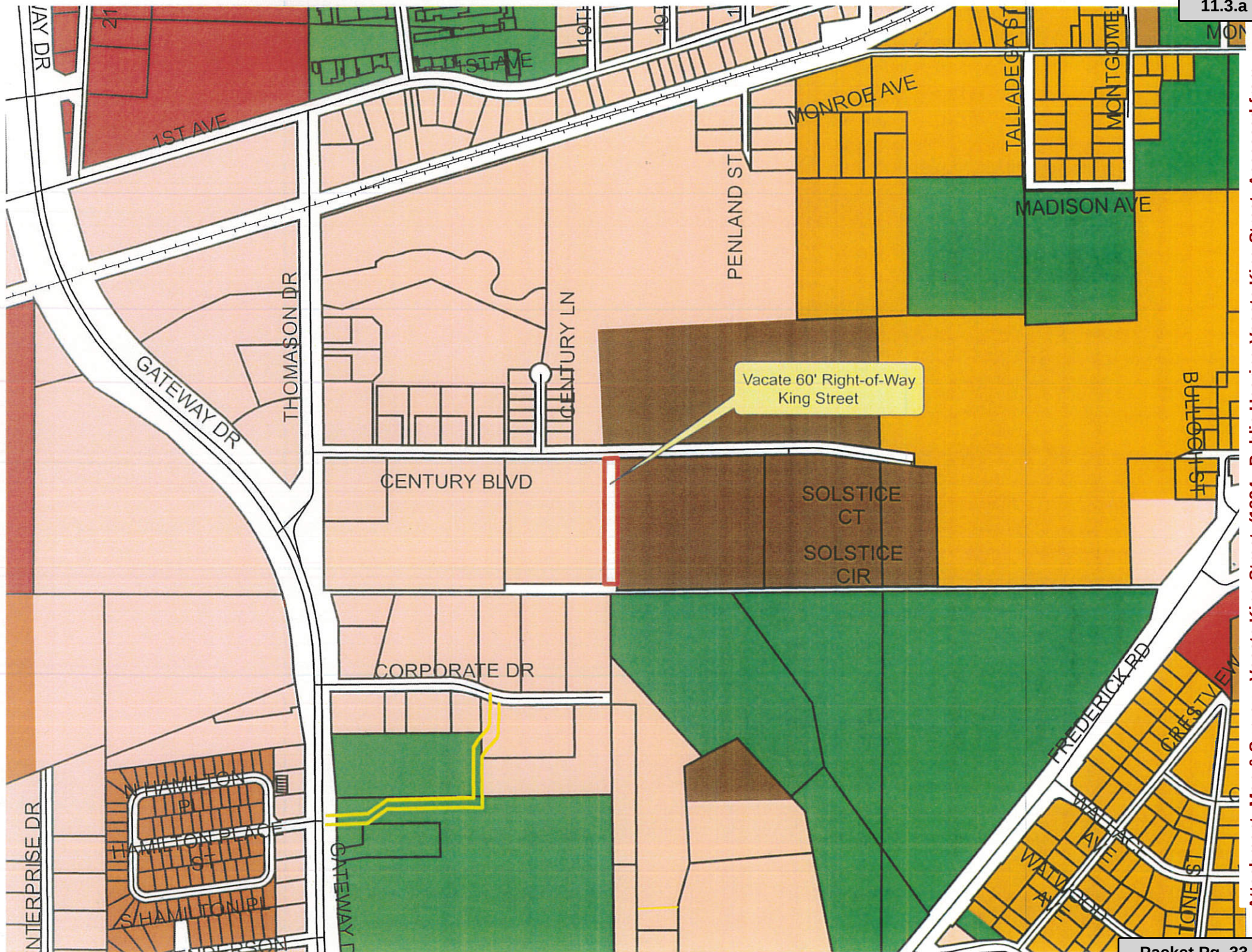
Initiator: Gerald (Jerry) Kelley

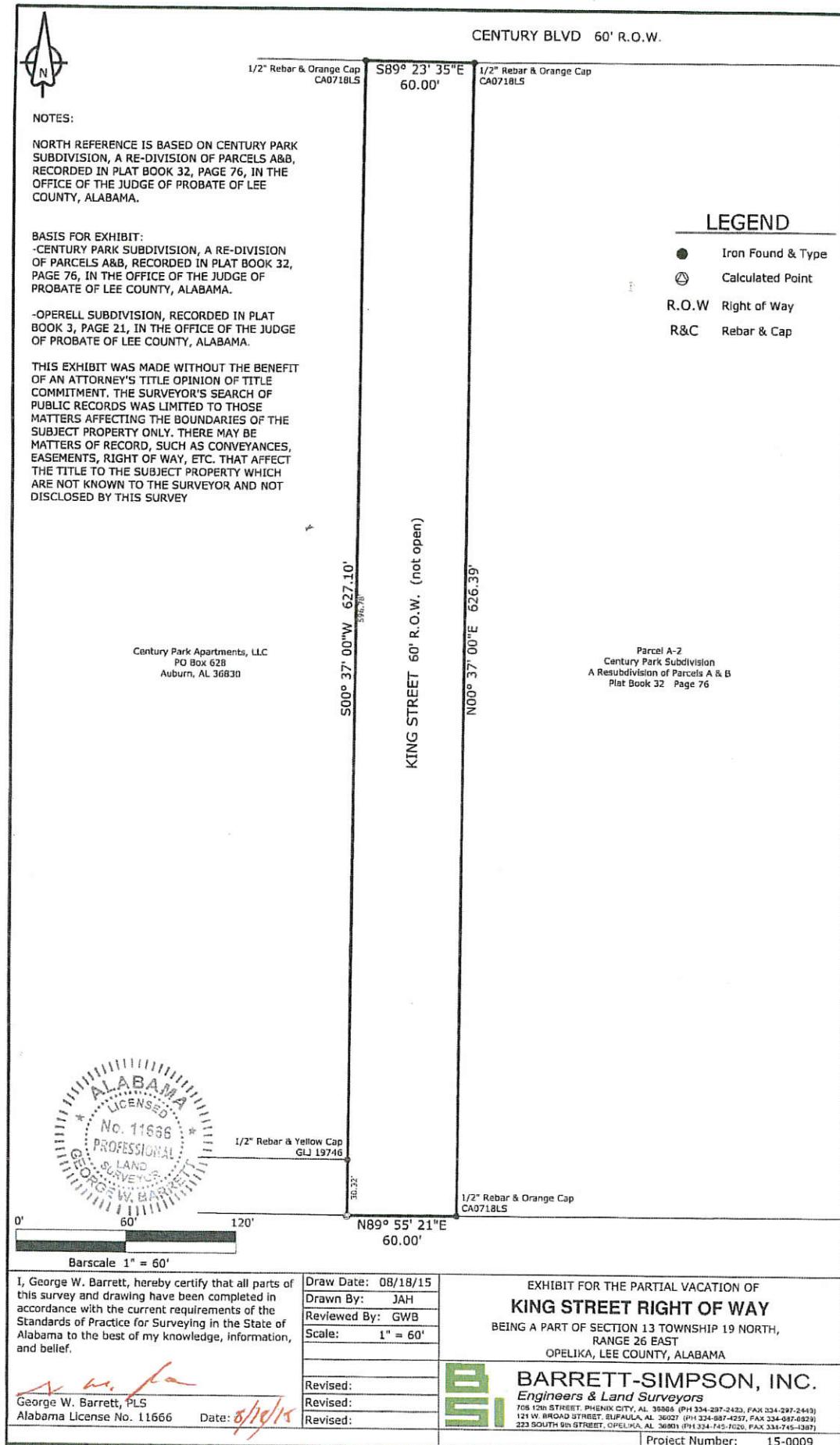
Sponsors:

DOC ID: 1324

Public Hearing, Vacate a Portion of King Street, Accessed from Century Blvd

The petitioners are requesting the City to vacate the King Street right-of-way accessed from Century Boulevard (See PC report and Maps attached). The City has no plans to improve King Street. At the August 25th meeting, the Planning Commission voted unanimously to send a positive recommendation to City Council to vacate King Street. CC reviewed this vacation at the Sept 1st CC WS. Certified letters were mailed to adjacent property owners and letters mailed to Utility companies giving notice of the October 20th CC public hearing.





NOTICE OF PUBLIC HEARING
OPELIKA CITY COUNCIL
October 20, 2015 7:00 P.M.

NOTICE IS HEREBY GIVEN in accordance with §23-4-2, *Code of Alabama*, 1975, that the City Council of the City of Opelika will hold a Public Hearing during the regularly scheduled City Council meeting on Tuesday, October 20, 2015, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, to receive the benefit of public input concerning a proposal to vacate the portion of King Street lying between Century Boulevard and a 100 foot wide utility easement, as shown on Operell Subdivision, according to and as shown by map or plat of said subdivision of record in Plat Book 3, at page 21 in the Office of Judge of Probate of Lee County, Alabama. All persons interested in the proposed vacation are invited to appear at the public hearing and express their views. Written statements or objections may be submitted to the City Clerk prior to the time of the hearing.

The portion of King Street to be vacated is more particularly described as follows:

All that certain tract or parcel of land located in and being a part of Section 13, Township 19 North, Range 26 East, Opelika, Lee County, Alabama, and being more particularly described as follows:

Beginning at the Northwest corner of Parcel "A-2", Century Park Subdivision, a Re-division of Parcels A & B, according to and as shown by map or plat of said subdivision of record in Plat Book 32, at Page 76 in the Office of the Judge of Probate of Lee County, Alabama also being the POINT of BEGINNING; thence along the Southern right of way of Century Boulevard N89°23'35"W 60.00 feet; thence leaving mentioned right of way S00°37'00"W 627.10 feet; thence N89°55'21"E 60.00 feet to the Southwest corner of Parcel "A-2" Century Park Subdivision, A Re-division of Parcels A & B, according to and as shown by map or plat of said subdivision of record in Plat Book 32, at Page 76, in the Office of Judge Probate of Lee County, Alabama; thence along west line of mentioned Parcel N00°37'00"E 626.39 feet to the POINT of BEGINNING. The above described property being a portion of King Street as shown on Operell Subdivision, according to and as shown by map or plat of said

subdivision of record in Plat Book 3, at Page 21 in the Office of the Judge of Probate of Lee County, Alabama.

A copy of the Petition to Vacate and the proposed resolution approving the vacation will be available upon the request at the office of the City Clerk, 2nd Floor of City Hall, 204 South 7th Street, Opelika, Alabama.

DATED this the ____ day of _____, 2015.

ROBERT G. SHUMAN, CITY CLERK

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice once a week for four (4) consecutive weeks in the [Name of Newspaper].

ROBERT G. SHUMAN, CITY CLERK



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1397)

Meeting: 10/20/15 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:

DOC ID: 1397

Public Hearing, Project Agreement - SE Land Holdings, LLC.

**LEGAL NOTICE
OF
PUBLIC MEETING OF THE**

CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

Notice is hereby given that the City Council of the City of Opelika, Alabama (the "City") will meet in public session at 7 o'clock p.m. on October 20, 2015 at the City Hall at 204 South 7th Street in the City of Opelika, Alabama for the purpose of considering the transaction of business that may properly come before the City Council, such business to include, but not be limited to, the following:

1. The authorization by the Council, pursuant to Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901 and Section 11-47-1 of the Code of Alabama (1975), of an ordinance (the "Ordinance") approving the execution and delivery of a Project Development Agreement (the "Agreement") between the City and SE Land Holdings, LLC, an Alabama limited liability company (the "Company"), pursuant to which a Limited Obligation Revenue Warrant (SE Land Holdings Project), Series 2015-A (the "City Warrant"), will be issued by the City. The City Warrant will be in a principal amount equal to a portion of certain shared taxes, as more particularly described below and will bear no interest.

2. Pursuant to the Agreement, the Company will agree to use its best efforts to develop approximately 35,000 sf of leasable space for retail shops, restaurants and/or service companies (the "Project") on a 26.699+/- acre tract owned by WP Properties Opelika, LLC and WP Properties Opelika Lots, LLC. The Project will be located on certain former West Point Pepperell property located across from the Wal-Mart Supercenter at the intersection of 30th Street and Pepperell Parkway, within the corporate limits of the City. In consideration for such obligations of the Company, the City will agree to share with the Company an amount equal to 50% of the City sales tax revenues to be collected within the area of the Project, up to a total maximum City contribution equal to the lesser of (i) 75% of the actual cost of the public infrastructure components of the Project, or (ii) \$1,927,500. The City Warrant will be purchased by the Company in order to evidence the City's obligations under the Agreement. The City Warrant shall never constitute a general obligation, or a charge against the general credit or taxing powers of the City within the meaning of any constitutional provisional statutory limitation whatsoever. The City Warrant and the proceedings of the City in connection therewith will be subject to validation by the Lee County Circuit Court in accordance with, and as provided in, Section 6-6-755 of the Code of Alabama (1975).

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

4. The business entities to whom, or for whose benefit, the City proposes to lend its credit or grant public funds or thing of value are the Company, its sole member, Stinson Enterprises, LLC, and future tenants of the Project.

5. All interested persons may examine and review the Agreement and Ordinance and all relevant documents pursuant to which the City Warrant is to be issued and secured, and make copies thereof at personal

expense, at the offices of the City Clerk during normal business hours, before and after the meeting referenced herein.

6. Further information concerning the information in this notice can be obtained from the City Clerk's office during normal business hours.

CERTIFICATE OF CLERK

I, the undersigned, do hereby certify that: (1) I am the duly elected, qualified and acting Clerk of the City of Opelika, Alabama (the "City"), (2) as Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a meeting of the City Council duly held on the 20th day of October, 2015, the original of which is on file and of record in the minute book of the City in my custody; (4) the above and foregoing notice is a true and correct copy of the notice that was posted at the place of meeting not less than seven days prior to the date of said adjourned meeting and remained continuously so posted until the date thereof; (5) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date, and (6) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the City of Opelika, Alabama and have affixed the official seal of the City, this _____ day of _____, 2015.

Clerk of the City of Opelika, Alabama

SEAL

Attachment: SE Land Holdings Legal Notice (03388640) (1397 : Legal Notice SE Land)

RESOLUTION NO. (ID # 1403)

Expense Reports from Various Departments.

RESOLUTION NO. _____

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

-) That the following 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
-----	-----	-----
Lisa Harrelson	Planning	331.21
Ben Hand	Municipal Judge	598.51
Joey Motley	Administration	
287.04		

-) 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

Name

Lisa Harrelson

DEPARTMENT

Department

Planning

PERIOD ENDING

10/7/15 - 10/9/15

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 7th												11.78
THU 8th												12.75
FRI 9th								10.80				10.80
SAT												
WEEKLY CATEGORY TOTALS \$								10.80	24.53			35.33

WEEKLY TOTAL EXPENSES

331.21

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

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

American Planning
Assoc. conference

Orange Beach AL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Employee

Department

Lisa Harrelson

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
10/7	257.3m x .575	147.94
10/9	257.3m x .575	147.94
		# 295.88

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

NAME
Name

Ben Hand

DEPARTMENT
Department

City Judge - Municipal Court

EXPENSE REPORT

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	Restation EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	Mileage Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												
TUE											270	270.00
WED												0.00
THU	Orange Beach, AL											
FRI	Orange Beach, AL									46.00		
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	282.51	0.00	0.00	46.00	0.00	270.00	598.51

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

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

Municipal law Conference

1

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL: TO 114 N. 84th St.
Opelika, AL 36801

Acct # 000 119 000 3 000 1

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
9/24/15		
through	245.66 X 2 X 57.5	282.51
9-26-15		

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

Name Joey Motley

DEPARTMENT

Department 5110

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED 10/7/15	Orange Beach, AL				7.00	280.04						287.04
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	7.00	280.04	0.00	0.00	0.00	0.00	0.00	287.04

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

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100%

NATURE OR PURPOSE OF TRAVEL

Attend 2015 Joint Annual Planning Conference
Orange Beach, AL

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee Joey Motley

Department Administration

SIGNATURE

APPROVED BY

RESOLUTION NO. (ID # 1399)

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.	2004 Ford F150 Pickup 2FTRF17W34CA42800	87002961
2.	2	Ea.	Cisco Access Point	N/A
3.	1	Ea.	View Sonic Monitor	N/A
4.	1	Ea.	CTX Monitor	N/A
5.	2	Ea.	Cisco IP Phone	N/A
6.	1	Ea.	HP Laser Jet Printer	N/A
7.	5	Ea.	Auger Bits	N/A
8.	6	Ea.	IMB Keyboard	N/A
9.	3	Ea.	Monitors	N/A
10.	1	Ea.	Mathias Bauerle GMBH	N/A

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

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. (ID # 1367)

Vacate Portion of King Street - Accessed from Century Boulevard

RESOLUTION NO _____

RESOLUTION APPROVING THE VACATION OF A PORTION OF KING STREET

WHEREAS, Renasant Bank f/k/a Heritage Bank of the South and Century Park Apartments, LLC are the owners of all the property abutting upon the portion of King Street lying between Century Park Boulevard and a 100 foot wide utility easement as shown on Operell Subdivision, according to and as shown by map or plat of said subdivision of record in Plat Book 3 at page 21 in the Office of Judge Probate of Lee County, Alabama.; and

WHEREAS, a Petition to Vacate said portion of King Street, duly executed by the abutting of owners, has been duly presented to the City Council (the “City Council”) of the City of Opelika, Alabama, a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit “A” and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of Section 23-4-20 of the *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, Renasant Bank and Century Park Apartments LLC are the sole owners of all the property abutting upon the portion of King Street to be vacated; and

WHEREAS, the portion of King Street to be vacated is more particularly described as follows:

All that certain tract or parcel of land located in and being a part of Section 13, Township 19 North, Range 26 East, Opelika, Lee County, Alabama, and being more particularly described as follows:

Beginning at the Northwest corner of Parcel "A-2", Century Park Subdivision, a Re-division of Parcels A & B, according to and as shown by map or plat of said subdivision of record in Plat Book 32, at Page 76 in the Office of the Judge of Probate of Lee County, Alabama also being the POINT of BEGINNING; thence along the Southern right of way of Century Boulevard N89°23'35"W 60.00 feet; thence leaving mentioned right of way S00°37'00"W 627.10 feet; thence N89°55'21"E 60.00 feet to the Southwest corner of Parcel "A-2" Century Park Subdivision, A Re-division of Parcels A & B, according to and as shown by map or plat of said subdivision of record in Plat Book 32, at Page 76, in the Office of Judge Probate of Lee County, Alabama; thence along west line of mentioned Parcel N00°37'00"E 626.39 feet to the POINT of BEGINNING. The above described property being a portion of King Street as shown on Operell Subdivision, according to and as shown by map or plat of said subdivision of record in Plat Book 3, at Page 21 in the Office of the Judge of Probate of Lee County, Alabama.

Being further described according to a survey and drawing by George W. Barrett, a copy of which is attached hereto and marked Exhibit "B".

WHEREAS, said portion of King Street has never, in fact, been opened or used by anyone as a public street; and

WHEREAS, no property owners will be deprived of any right they may have to convenient and reasonable means of egress or ingress to and from their property as a result of the requested vacation; and

WHEREAS, a public hearing was conducted by the City Council on October 20, 2015, at which all person were given the opportunity to be heard in favor of or in opposition of the proposed right-of-way vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with the provisions of Section 23-4-2, *Code of Alabama*, 1975; and

WHEREAS, the City Council has determined that it is in the best interest of the City to vacate the portion of King Street described in the attached Petition to Vacate and that the right-of-way should be returned to Renasant Bank and Century Park Apartment, LLC as the abutting property owners.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portion of King Street is assented to and approved and the same is hereby vacated pursuant to the provisions of Section 23-4-20, et.seq. of the *Code of Alabama*, and also pursuant to said *Code* in Section 35-2-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto Renasant Bank and Century Park Apartments LLC, as their interest may appear, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above-described portion of King Street by virtue of the dedication or vacation of said roadway or otherwise.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on the behalf of the City of Opelika, Alabama, to execute quitclaim deeds to the property owners for the purpose of carrying out the intent and intention of this paragraph and that Robert G. Shuman, City Clerk, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to attest the same.

BE IT FURTHER RESOLVED that the City Clerk shall cause a copy of this Resolution to be filed in the Probate Office of Lee County, Alabama and further cause a copy of this Resolution to be published once in a newspaper of general circulation in Lee County, Alabama, no later than fourteen (14) days after its adoption.

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

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

ATTEST:

CITY CLERK

SEAL:

Exhibit A

**PETITION TO VACATE PUBLIC RIGHT-OF-WAY (KING STREET) BETWEEN
CENTURY BOULEVARD AND A 100' WIDE UTILITY EASEMENT**

STATE OF ALABAMA)
COUNTY OF LEE)

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

COME NOW: Renasant Bank f/k/a Heritage Bank of the South and Century Park
Apartments LLC referred to as the Petitioners, who represent as follows:

1. The Petitioners are the owners of all of the property abutting the 60 foot wide public right-of-way hereinafter described, and they desire to vacate said public right-of-way running between Century Park Boulevard and a utility easement in the City of Opelika, and they do by this written instrument, hereby vacate the public right-of-way to be vacated being described as follows, to-wit:

All that certain tract or parcel of land located in and being a part of Section 13, Township 19 North, Range 26 East, Opelika, Lee County, Alabama and being more particularly described as follows:

Beginning at the Northwest corner of Parcel "A-2", Century Park Subdivision, A Re-division of Parcels A & B, according to and as shown by map or plat of said subdivision of record in Plat Book 32, at Page 76 in the Office of the Judge of Probate of Lee County, Alabama also being the POINT of BEGINNING, thence along the Southern right of way of Century Boulevard N89°23'35"W 60.00 feet; thence leaving mentioned right of way S00°37'00"W 627.10 feet; thence N89°55'21"E 60.00 feet to the Southwest corner of Parcel "A-2", Century Park Subdivision, A Re-division of Parcels A & B, according to and as shown by map or plat of said subdivision of record in Plat Book 32, at Page 76, in the Office of the Judge of Probate of Lee County, Alabama; thence along west line of mentioned Parcel N00°37'00"E 626.39 feet to the POINT of BEGINNING. The above described property being a portion of King Street as shown on Operell Subdivision, according to and as shown by map or plat of said subdivision of record in Plat Book 3, at Page 21 in the Office of the Judge of Probate of Lee County, Alabama.

Being further described according to a survey and drawing prepared by George W. Barrett, a copy of which is attached hereto and marked Exhibit "A".

2) The Petitioners desire to vacate the above described alley so as to destroy the force and effect of any dedication of any said alley and to have divested therefrom all public rights therein and to prohibit the use of the western portion of the said alley as described for the public.

3) Your Petitioners agree that the area within said public right-of-way shall constitute the property of the adjacent Petitioners as their interest may appear.

4) NOW, THEREFORE, in consideration of the premises, Petitioners hereby requests that your Honors assent to, approve, ratify, and confirm the vacation of the above described public alley, and the annulment of any dedication thereof and the divestment of all public rights therein, and that the City of Opelika, through its duly elected officials, adopt such appropriate resolution and authorize the execution of such appropriate deed of conveyance as may be met and proper to effect the closing of said western portion of alley and in order to divest the public of all rights to use the same and convey to the parties, all rights, title, and claims and interest which the City has or may have in the property as described above.

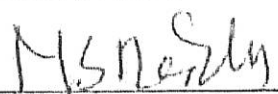
IN WITNESS WHEREOF, the Petitioners have hereunto set their hands and seals on this the 25th day of August, 2015.

Renasant Bank f/k/a Heritage Bank of the South

BY: 

Brent Davis, Vice President

Century Park Apartments LLC

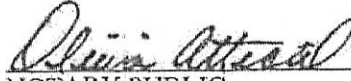
BY: 

Dr. Reddy Mungala, Managing Member

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Renasant Bank f/k/a Heritage Bank of the South, Brent Davis, whose name is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 25 day of August, 2015.



NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

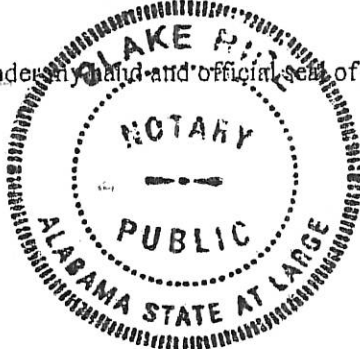
**MY COMMISSION
EXPIRES 10/25/2011**

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Century Park Apartments LLC, Dr. Reddy Mungala whose name is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 25 day of August, 2015.




NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/28/16

Taken, approved and ordered to be recorded this the ____ day of _____ 2015.

Attachment: Exhibit A of Resolution - PETITION to Vacate King Street (1367 : Vacate King Street, Accessed from Century Blvd)

Exhibit A

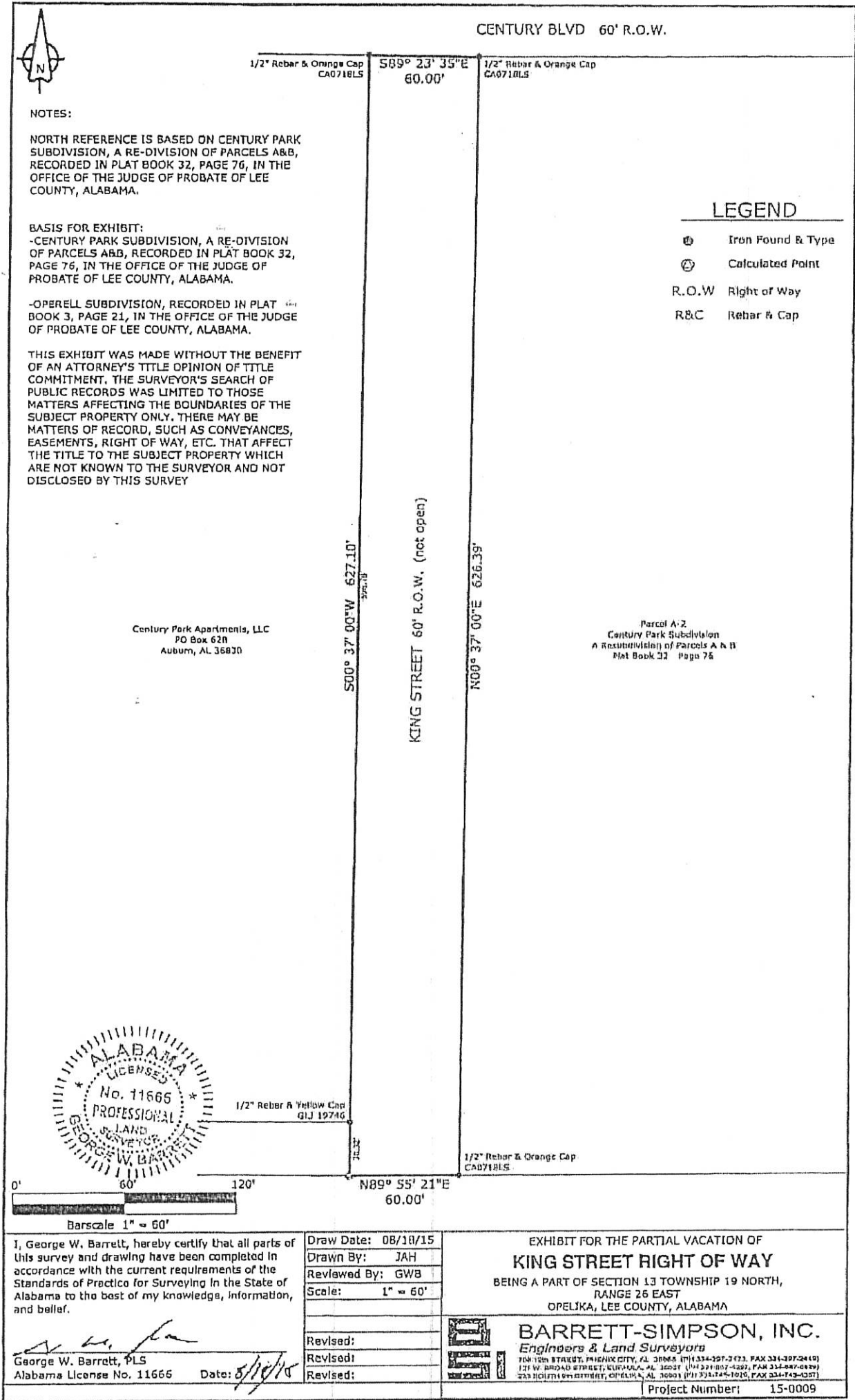
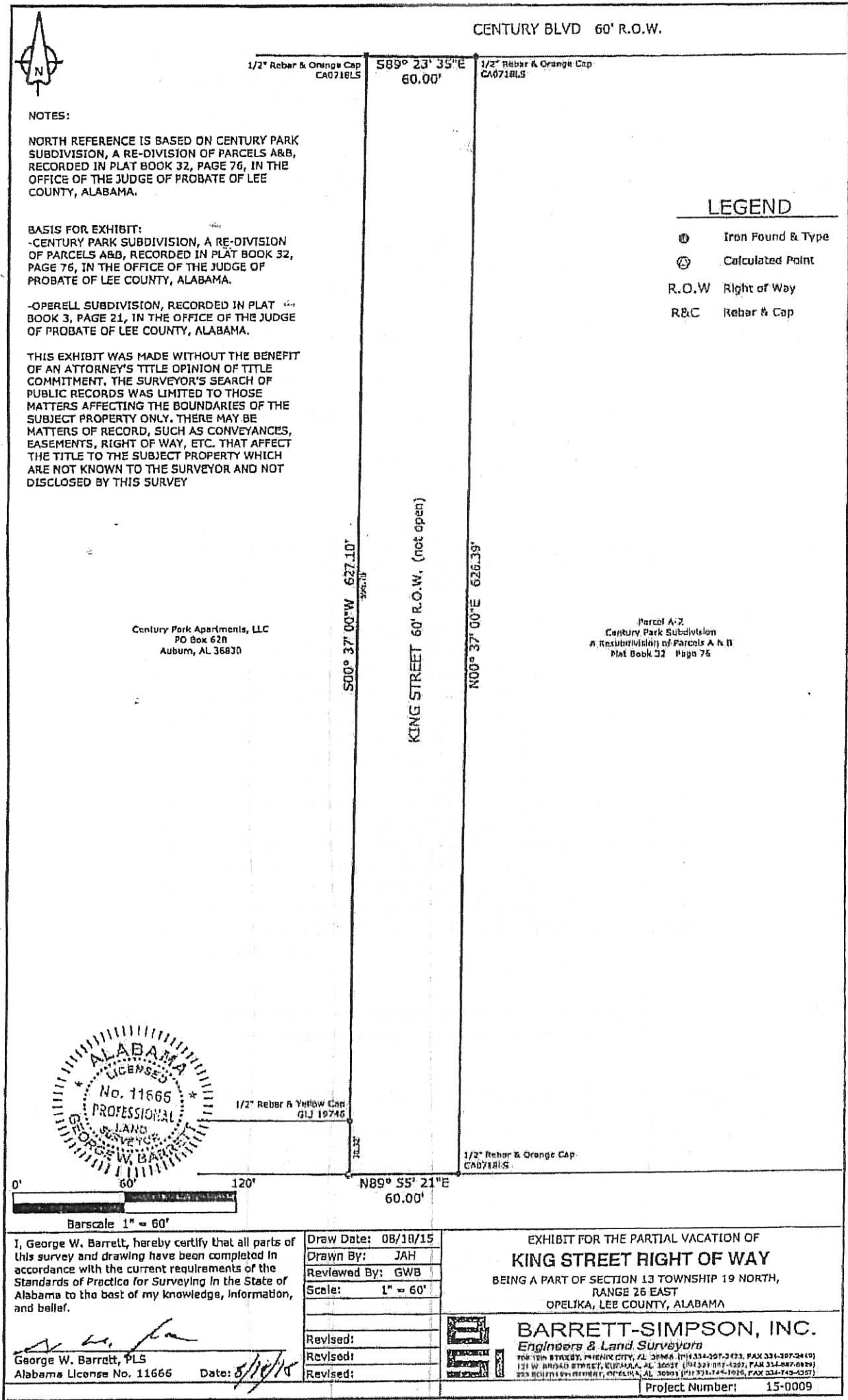


Exhibit B



Attachment: Exhibit B of Resolution - SURVEY DRAWING of King Street (1367 : Vacate King Street, Accessed from Century Blvd)

RESOLUTION NO. (ID # 1394)

Proposal from iHeartMedia - Radio Advertising for OPS

RESOLUTION NO. _____

**RESOLUTION APPROVING PROPOSAL OF iHEARTMEDIA +
ENTERTAINMENT, INC. FOR RADIO ADVERTISING SERVICES**

WHEREAS, iHeartMedia + Entertainment, Inc., formerly known as Qantum of Auburn, LLC (hereinafter called “iHeart”) owns and operates four (4) radio stations in the Auburn/Opelika radio market; and

WHEREAS, a Proposal was received from iHeart for radio advertising for the period from October 1, 2015 through September 30, 2016; and

WHEREAS, the Proposal has been reviewed by City staff; and

WHEREAS, City staff is recommending that the Proposal of iHeart in the total amount of \$35,160 be accepted.

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

1. That the City Council does find and declare that the proposal for radio advertising, a copy of which is attached hereto as Exhibit “A”, is reasonable and responsive and the same is hereby accepted.

2. That the Mayor is hereby authorized and directed to execute and accept in the name of the City said Proposal for advertising with iHeart in an amount not to exceed \$35,160.

3. That the compensation be paid to iHeartMedia for its services hereunder shall be

paid as follows: seventy percent (70%) from the appropriate account of the Telecommunications Fund and thirty percent (30%) from the OPS Electric Fund. The Mayor and the Controller are hereby authorized and directed to make all necessary and appropriate budgetary adjustments to implement this Resolution.

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

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

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

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

ATTEST:

CITY CLERK



915 Veterans Parkway • Opelika, AL 36801 • (334) 745-4656

City of Opelika and Opelika Power Services 2015 - 2016:



Attention:

- Opelika Mayor Gary Fuller
- Assistant Director of OPS, Derek S. Lee
- Manager of Marketing/Comm. June Owens

The TOUCH WZMG - 200+ :30 commercials to be aired M-F 6am-7pm

☐ 200 plus spots @ \$250 per month = **\$3000 total in commercials**

Kicker Classic WTLM - Sponsorship of ON THE MARK morning sports talk show which Includes 2 commercials in each show Mon-Fri 7am-9am

☐ **\$550 X 12 = \$6600 total**

60+ commercials per month (:30's) split on WMXA (Mix 96.7) and WKRR FM (97.7) during the fiscal year October 2015- September 2016

☐ Min. 60 per month split b/w the two
60 plus commercials per month X 12 months = **\$12,960 total**

OHS Football (2 commercials per game):

\$800 per month X 4 months = **Total of \$3200**

Opelika Power Services Power Drive during OHS Football:

- * Read each time OHS Scores
- * D. Mark calls the OPS Power Scoring Drive

\$400 per month X 4 months = **Total of \$1600**

ENDORSEMENTS

Van Riggs' Live Endorsements: \$15/per endorsement Mon-Fri

- 52 weeks
- 5 days per week (260 days)
- \$15 per day X 260 days = **\$3900**

D. Mark's Live Endorsements: \$15/per endorsement Mon-Fri

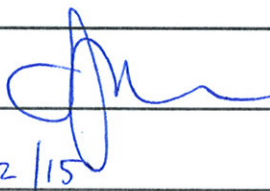
- 52 weeks
- 5 days per week (260 days)
- \$15 per day X 260 days = **\$3900**

Total Investment: \$35,160

Approved by the City of Opelika and Opelika Power Services:

I agree to the terms above: _____

Date: _____

Agreed by stations:  _____

Date: 10/12/15 _____



915 Veterans Parkway • Opelika, AL 36801 • (334) 745-4656





915 Veterans Parkway • Opelika, AL 36801 • (334) 745-4656

City of Opelika and Opelika Power Services 2015 - 2016:



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Approved by the City of Opelika and Opelika Power Services:

I agree to the terms above: _____

Date: _____

Agreed by stations: _____

Date: 10/12/15



915 Veterans Parkway • Opelika, AL 36801 • (334) 745-4656



RESOLUTION NO. (ID # 1401)

Contract with Decisions Inc. - Fire Captain Validated Selection Procedures.

RESOLUTION NO. _____

FIRE CAPTAIN VALIDATED SELECTION PROCEDURE CONTRACT

WHEREAS, a new promotional procedure was adopted in 1997; and

WHEREAS, the last test for Fire Captain was administered on April 15, 2013; and

WHEREAS, the list of eligible candidates has been exhausted; and

WHEREAS, the validated selection procedure must be re-examined at this time to ensure validity; and

WHEREAS, a proposal has been received by Decisions Inc, which was the sub-contractor that assisted in developing the original procedures; and

WHEREAS, the cost of the proposal is \$18,000.00, plus expenses; and

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

Opelika, Alabama, a municipal corporation, as follows:

1. That the Mayor is hereby authorized and directed to execute in the name and on behalf of the City, an agreement with Decisions, Inc., on substantially the terms mentioned in Exhibit "A".

2. That the Mayor, Controller, and Human Resources Director are hereby authorized to take any and all reasonable, necessary and proper actions to carry out the intent and purposes of this Resolution.

APPROVED AND ADOPTED, this _____ day of _____, 2015

C.E. "Eddie" Smith Jr.

President City Council

Opelika, Alabama

ATTEST:

Robert G. Shuman

City Clerk - Treasurer

EXHIBIT "A"

MEMORANDUM OF AGREEMENT**Between**

**The City of Opelika, Alabama
And
Decisions Incorporated**

Because of an identified need for professional services to assist the City of Opelika, Alabama (hereinafter referred to as the City), in developing, administering, and documenting the validity of the examination procedures used for establishing an eligible list for Captain in the Fire Department, the City and Decisions, Incorporated (hereinafter referred to as Decisions) have entered into an agreement for provision of professional services effective upon signing of this agreement by both parties.

Whereas, the City has statutory authority to enter into a contract with any private person, organization or group; and

Whereas, the City has a need for professional services and Decisions has the capacity to provide such services;

Now, Therefore, the City and Decisions, intending to be mutually bound and in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. Services to be Provided

Decisions will provide the City with appropriate examination procedures for the classification of Captain in the Fire Department that will consist of job simulation exercises, administer the examination procedures and provide the documentation needed to establish the validity of the examination. The examination will be designed to comply with federal regulatory and professional standards, such as, the Uniform Guidelines on Employee Selection Procedures (29 CFR 1607) and the Principles for the Validation and Use of Personnel Selection Procedures. When the examination is completed, the City will be provided with a report that will serve as written documentation of the validity of the testing procedure.

2. Authorization to Conduct Work

The City reserves the right to specifically and overtly authorize Decisions to engage in activities that will result in financial liability under the terms of this agreement. Decisions acknowledges that the statement of services to be provided constitutes the general area of work expected to be performed by Decisions and that

specific activities to be performed for which the City will be charged must be specifically and overtly authorized by the City contact person designated in paragraph 5, and that no other person employed by the City may implicitly or explicitly authorize work to be paid under this agreement.

3. Period of Agreement

The term of this agreement will begin on the date it is signed by both parties, which is expected to be prior to October 20, 2015, and end on January 31, 2016

The contract may be terminated at an earlier date upon mutual agreement of the parties or upon ten (10) days written notice by one of the parties to the other.

- a. In the event of termination, all work products developed during the course of the agreement by, for, and in behalf of the City will be returned to the City within fifteen days of the receipt of the notice of cancellation.
- b. Decisions will cease performance of any work upon the receipt of the notification of cancellation. All costs incurred prior to the issuance and receipt of that notice of cancellation shall be paid by the City.

4. Financial Arrangements

The parties hereto agree that this agreement will be performed for a fixed fee of \$18,000.00 plus reimbursable expenses for items such as travel, copying, etc.

- a. The City will pay Decisions monthly for work completed prior to the invoice date
- b. In the event of cancellation, payment will be on a pro-rata basis of the total work performed pursuant to paragraph 1.
- c. Decisions will submit an invoice for each payment, which will include a description of the work performed and any reimbursable expenses since the previous invoice.
- d. The City will make all arrangements for facilities for conducting the examinations and in obtaining experts to assist in administering and grading the examinations.

5. Single Source Contact

The City and Decisions agree that each will designate in writing a single source contact for the purpose of coordination and problem solving during the period of this agreement. Decisions designates Diane J. Clark as its contact, and the City designates Lisa McLeod, Human Resources Director as its contact.

6. Terms and Conditions

It is understood and agreed that all terms and conditions are herein included. No oral agreements of any kind shall be binding or recognized. This agreement may be amended by written agreement of the parties.

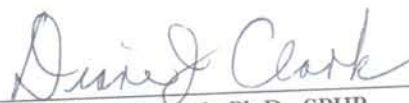
7. Personnel System Benefits Excluded

It is understood and agreed that Decisions is an Alabama Corporation and that no one associated with Decisions is entitled to the benefits of the City of Opelika Personnel System.

AGREED:

Gary Fuller., Mayor
City of Opelika, Alabama
P. O. Box 390
Opelika, AL 36803

Date: _____



Diane J. Clark, Ph.D., SPHR
Decisions, Inc.
1014 County Road 196
Crane Hill, AL 35053

Date: October 12, 2015



Decisions Inc., Consultants

1014 County Road 196 • Crane Hill, Alabama 35053 • Phone (256) 747-8910

Email: dianejclark@gmail.com

Diane J. Clark, Ph.D., SPHR

October 11, 2015

Lisa McLeod, Human Resources Director
City of Opelika
P.O. Box 390
Opelika, AL 36803

Dear Lisa:

Thank you for contacting Decisions, Inc. regarding the development of promotional examination for the rank of Fire Captain. A complete review of the Captain job was conducted in 2009, so the job analysis can be updated. The update would include verifying information previously obtained with you and department personnel. In addition, detailed discussion with the new Fire Chief would be needed to incorporate any changes in the job responsibilities of a Fire Captain.

Unless there has been a drastic change in the job, similar examination procedures would be used. It is expected that a detailed job simulation would be developed. A candidate information guide to assist candidates in preparing for the examination would be prepared. Role players would be needed for the job simulation exercises, which would be videotaped and graded by outside assessors, following the examination procedures. Decisions would train the role players and assessors.

I have reviewed the cost carefully and found that a 2014 Apparatus Operator was administered for \$18,000. I am willing to perform this examination procedure for the same fee. We look forward to working with you, and the Fire Department on this project.

I have enclosed two copies of our usual Memorandum of Agreement, which I have signed. If approved, please have the Mayor sign them, and forward one to me for my files. If you need additional information, please do not hesitate to call me.

Sincerely,

Diane J. Clark, Ph.D., SPHR

Enclosures (2)

Solutions for your management and human resources issues

RESOLUTION NO. (ID # 1400)

Engineering Funds for a Donation to Save Our Saugahatchee**Resolution No. _____**

WHEREAS, the City of Opelika desires monitor and maintain excellent stream water quality within its City limits and within Lee County;

WHEREAS, Save Our Saugahatchee (SOS) is a non-profit entity that is committed to the same goals of water quality by conducting volunteer water monitor and sampling in the vast waterways of Opelika and Lee County;

WHEREAS, SOS needs supplies to conduct this water quality sampling that are not covered in their non-profit status, it has been requested of the Opelika Engineering Department for a \$350 donation for this service

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

1. That the Purchasing Agent is hereby authorized to issue a purchase order to Save Our Saugahatchee for the donation.
2. That the funds to pay for the work shall come from the 2015 2016 Engineering Department Budget.

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

SAVE
OUR
SAUGAHATCHEE



SAVE OUR
SAUGAHATCHEE, INC.
P. O. Box 1387
AUBURN, AL 36831-1387

City of Opelika Engineer

700 Fox Trail
Opelika, Alabama 36803

Subject: SOS Community Monitoring Support Services

Dear Mr. Parker,

Save Our Saugahatchee, Inc. (SOS) is a nonprofit organization that has been working in Lee County for the past 18 years. The group's mission is to *"preserve, protect and restore the Saugahatchee Watershed so that it can be enjoyed by everyone for recreation, environmental education, and ecological uses"* see

<https://sites.google.com/site/saveoursaugahatchee>). SOS volunteers currently monitor 28 sites in the Saugahatchee Watershed as certified monitors of the Alabama Water Watch Program. They conduct both water chemistry and bacteriological monitoring on a monthly basis.

In fact, SOS is the most active monitoring group in the entire Tallapoosa Basin based on monitoring activities, with nearly 3,000 water quality data records inputted into the AWW statewide online database (2,241 water chemistry records and 754 bacteriological records). These data are used by an array of agencies, groups and individuals including local municipalities, county agencies, university researchers, and state agencies for water resource management purposes. Data use has included tracking contamination (fecal) of local waters, aiding in monitoring and tracking fish kills, monitoring industrial point source discharges, water monitoring used in implementation of ADEM-funded watershed management plan implementation, municipal and county water monitoring required by ADEM's permitting of Phase II Small Municipal Separate Storm Sewer Systems.

SOS is an all-volunteer organization, and our members give greatly of their time and talent in water monitoring, stream clean-ups, and public outreach. Since AWW's core funding was cut by the Alabama Department of Environmental Management in 2010, local groups have had to pick up the added expense of purchasing water monitoring supplies each year. SOS firmly believes that water monitoring forms a strong foundation for watershed stewardship throughout the community, and makes our local communities here in Lee County safer, healthier and more desirable places to live, work and raise our families. We hope that you agree with these beliefs, and ask the City of Opelika to continue your generous support of our water monitoring efforts so that we can maintain our monitoring efforts going forward.

Our budget for monitoring supplies is approximately \$1,050/year, for purchase of replacement chemicals for our water chemistry test kits and for bacteriological supplies (media, petri dishes and pipettes) to sample ~ 25-30 samples on a monthly basis. We ask that you consider pledging \$350/year to SOS, which when combined with the pledges sought from the City of Auburn and Lee County, would provide SOS the needed funding to continue our monitoring efforts.

Since most municipalities (and Lee County) are required by ADEM to conduct water monitoring and watershed stewardship activities and outreach, this type of support is a WIN-WIN! Local cash-strapped monitoring groups like SOS receive support to continue their water monitoring activities, and local municipalities/agencies can reference this support as their required watershed activities in their annual reports to ADEM. We feel that responsible actions taken by Auburn, Opelika and Lee County can serve as a model for support of local watershed stewardship throughout the state.

We ask that you consider our request, and anxiously await your response.

Sincerely,

A handwritten signature in dark ink, reading "Eric Reutebuch". The signature is fluid and cursive, with the first name "Eric" and last name "Reutebuch" clearly legible.

Eric Reutebuch, Board Member
Save Our Saugahatchee, Inc.

RESOLUTION NO. (ID # 1386)

Annual Appropriation Contract - Lee County Humane Society.**RESOLUTION NO. _____****RESOLUTION AUTHORIZING CONTRACT FOR ANIMAL SHELTER SERVICES
WITH THE LEE COUNTY HUMANE SOCIETY, INC.**

WHEREAS, State law requires the City of Opelika, Alabama (the “City”) to provide a suitable shelter for the impoundment of all animals found running at large; and

WHEREAS, for many years The Lee County Humane Society, Inc., (the “Society”) has assisted the City with its animal control program by housing, tending, administering and disposing of stray and unwanted animals originating within the City ; and

WHEREAS, the City desires to contract with the Society for animal shelter services; and

WHEREAS, a proposed CONTRACT FOR ANIMAL SHELTER SERVICES (hereinafter the “Contract”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract.

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

1. That the proposed CONTRACT between the City and the Society, a copy of which is attached hereto and marked as Exhibit “A”, 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 Contract.

2. That the Mayor and the City Clerk are hereby authorized and directed to execute and deliver said Contract in the name and on behalf of the City and such other ancillary documents and certificates as may be necessary to effect the purpose and intent of said Contract and to carry out fully the actions contemplated therein on behalf of the City.

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

ATTEST:

CITY CLERK

City of Opelika
Contract Title: Animal Shelter Services

THIS CONTRACT made and entered into by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, hereinafter referred to as “CITY,” and **THE LEE COUNTY HUMANE SOCIETY, INC.**, an Alabama non-profit Corporation, hereinafter referred to as “LCHS.”

Business: Lee County Humane Society, Inc.
 Address: 1140 Ware Dr, Auburn, AL 36832
 Phone: 334.821.3222
 Fax: 334.821.6374
 Contact: Elizabeth Mueller, President
 Email: muelleh@auburn.edu

STATEMENT OF BACKGROUND INFORMATION

LCHS has for several years assisted the CITY with its animal control program by housing, tending, administering, and disposing of stray and unwanted animals originating within the City.

The CITY has determined it is in the public interest to enter into this Contract with LCHS for such assistance and activities.

PURPOSE OF CONTRACT

WHEREAS, the purpose of this contract is to describe the rights and responsibilities of LCHS and the CITY in respect to the provision of animal shelter services to the CITY, which has no animal shelter services of its own; and

WHEREAS, funds for this purpose are authorized through the annual CITY budget and the Opelika City Council authorized this contract on October ____, 2015.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made part hereof, the CITY and LCHS mutually agree as follows:

1. Scope of Work

LCHS shall independently provide the following Services to the CITY:

- a. LCHS shall furnish animal shelter services to the CITY, in a quality equal to those services traditionally provided to the CITY by LCHS. Animal shelter services shall include sheltering and holding of canines and felines at facilities operated by LCHS, releasing animals to owners, and disposing of animals that are: sick, injured, not deemed adoptable, or for which there is no holding capacity; and not claimed by owners after the period prescribed by the City ordinance, in a responsible and lawful manner (including adoption or destruction). LCHS reserves the right to refuse acceptance of all species of animals other than cats and dogs.

- b. LCHS reserves the right to refuse acceptance of any additional animals from any source once the shelter is deemed by the Shelter Manager or his/her designee as having reached its capacity to provide humane care. The Shelter Manager shall give prompt notice to the City that the shelter has reached capacity and shall redirect any Opelika animals to the City's secondary animal shelters (i.e. Bruce Enterprises and Opelika Animal Hospital).
- c. LCHS reserves the right to refuse acceptance of animals from animal control agents after 3:00 p.m. CITY has right to drop off animals in back kennels at any time after 3:00 p.m. and shall be provided code to combination lock. CITY personnel will check in with staff prior to drop off if staff are present.
- d. LCHS does not accept wildlife.
- e. LCHS shall provide veterinary care at the discretion of the shelter director, or his/her designee. Consistent with the *Code of Alabama* any agent of LCHS may lawfully destroy, or cause to be destroyed, any animal found abandoned and not properly cared for which may appear in the judgment of two reputable citizens, called by him to view the same in his presence, to be infirm, injured, or diseased past any useful recovery for any useful purpose. LCHS shall have a policy and procedure to follow in documenting to euthanize and a procedure to follow in attempting to reach the owner. LCHS may recover the costs from the owner of the animal, if identified, for such veterinary treatment.
- f. All animals seized for abuse, cruelty, or neglect must be evaluated by a licensed veterinarian prior to being received by LCHS. Case animals held longer than the seven day hold period will incur a \$12.00 per night boarding fee that will be invoiced to the CITY and paid promptly by the CITY to LCHS.
- g. Impounded dogs not redeemed by the owner within seven (7) days after impoundment may be processed for adoption or disposed of by LCHS.
- h. Any feral cats will be brought to LCHS in a squeeze cage. The cat will be left in the squeeze cage until disposed of at which time the squeeze cage will be made available for pickup by the CITY.
- i. LCHS further reserves the right to refuse owner surrender if the animal shelter is at maximum capacity. The shelter manager, or his/her designee, shall have the authority to make such determination. The Shelter Manager shall give prompt notice to the City that the shelter has reached capacity and shall redirect any Opelika animals to the City's secondary animal shelters (i.e. Bruce Enterprises and Opelika Animal Hospital).
- j. LCHS shall secure, at its own expense, all personnel necessary to carry out its obligations under the Contract. Such personnel shall not be deemed to be employees of the City.

2. **Compensation**

- a. In consideration of LCHS performing the Services, the CITY agrees to pay to LCHS the Contract sum of \$77,170 to perform the duties and obligations set forth herein during budget year October 1, 2015 through September 30, 2016, with said annual Contract sum to be paid as follows: Equal monthly payments of \$6,430.83 made on or before the 15th day of each month, with the first installment due on October 15, 2015.
- b. LCHS shall utilize said sums only to provide animal sheltering services hereunder.
- c. LCHS shall keep and maintain books and records of the funds spent under the terms of this contract and said books and records shall be made available for inspection by the CITY at all reasonable times and places.
 1. LCHS shall have an annual audit conducted by an independent public accounting firm qualified to perform audits of non-profit organizations. The audit shall be conducted in accordance with generally accepted auditing standards.
 2. A copy of LCHS' audited annual financial statements shall be submitted to the City as provided in section a. above.
- d. As to those animals that have been refused acceptance by LCHS because the shelter has reached capacity or because LCHS has determined that there is a need to have the animal examined by a licensed veterinarian, LCHS shall pay to the City the sum of \$85.00 for each animal rejected or refused admission by LCHS. The City shall invoice LCHS monthly for fees related to rejected animals (\$85.00 per animal). LCHS shall pay said invoices within thirty (30) days of receipt of the same.

3. **Reports.**

LCHS shall submit to the City on or before the 15th day of each month the following monthly reports for the preceding month:

- a. Activity Report (including record owner, address, phone number or person turning in stray)
- b. Intakes by Type Report (stray, returns, etc.)
- c. Intakes by Jurisdiction Report (Auburn, Opelika, Lee County, etc.)
- d. Outcomes by Type Report (i.e. adoption, euthanasia, etc.)

4. Quarterly Meetings.

The parties mutually agree that the President of LCHS or his/her designee and the Director of the Solid Waste Division of the City of Opelika or his/her designee shall meet quarterly to:

- a. review monthly reports
- b. discuss any issues
- c. review number of adoptions and euthanizations
- d. review the length of stay for each adopted or euthanized animal

5. Conditions of Contract

- a. LCHS shall not have the right, authority or power to sell or assign this contract or the powers granted to it or any interests therein, to any other person or party without the consent of the CITY.
- b. LCHS shall be solely responsible for the security and health of the animals released to it by the CITY and shall be solely responsible for any escaped animals or any illness of or injury to said animals while they are in the custody of LCHS.
- c. LCHS agrees to provide Worker's Compensation, Property Damage and Public Liability insurance in terms and amount satisfactory to the CITY. LCHS shall provide the CITY with a certificate of insurance showing it carries the insurance coverage as detailed in Exhibit A. CITY will be named as additional insured.
- d. The City and LCHS will provide assistance to each other whenever possible.
- e. This contract shall become effective on October 1, 2015 and shall be in effect for one year until September 30, 2016.
- f. This contract may be terminated without cause by either party upon forty-five (45) days advance notice in writing to the other party.
- g. This contract may be terminated if any party fails to cure any breach of its obligations hereunder within thirty (30) days of receiving written notice to do so. Written notice of breach should be provided promptly allowing opportunity to cure before issuing thirty (30) days written notice.
- h. In the event of fire, wind, water damage, or any other damage to the facilities to LCHS, reasonably beyond the control of LCHS, which render LCHS unable to perform its duties hereunder ("force majeure event"), LCHS shall not be legally obligated to perform services under this contract, provided it promptly (in any

event, within not less than fifteen days) provides notice to the CITY of the occurrence of such force majeure event. LCHS shall seek diligently and in good faith to overcome or remove such uncontrollable circumstance. The City shall be excused from making any monthly payment required under Section 2 for any period of time that LCHS is unable to perform its obligations hereunder as the result of an uncontrollable circumstance. If such period of nonperformance is less than one month, the monthly payment shall be prorated for the duration of the uncontrollable circumstance.

- i. LCHS shall defend, indemnify and hold the City and its officers, officials and employees from any and all claims, injuries, damages, losses, causes of action, or suits, including attorney's fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the negligence of the City.
- j. Other than as set forth in this Contract, this Contract shall not confer any rights or remedies upon any person other than the Parties and their respective successors or permitted assigns.
- k. The Parties agree that this is not a joint venture or partnership and that neither party shall have the authority to bind or incur liability for the other. In connection with performing services under this Contract, LCHS shall be an independent contractor for the City and neither LCHS nor its employees shall under any circumstances be considered employees, servants or agents of the City. The City shall not be responsible for any negligence, misconduct or wrongdoing by LCHS or its employees, servants or agents while performing under this Contract.
- l. The governing law of this Contract shall be the law of the State of Alabama.
- m. In case one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and in the event any such provision is held to be invalid, illegal or unenforceable, the Parties shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near an economic benefit as possible to the provision found to be invalid, illegal or unenforceable.
- n. This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and it shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart.
- o. This Contract constitutes the entire agreement between the Parties hereto and supersedes any prior understandings, agreements or representations by or between the Parties hereto whether written or oral, to the extent that they relate to the subject matter.

- p. It is the intention of the Parties that the commitments and obligations set forth herein shall be binding upon the Parties hereto and their respective successors or permitted assigns.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by those individuals duly authorized on this the _____ day of _____ 2015.

ATTEST:

THE CITY OF OPELIKA, ALABAMA

Its City Clerk

Its Mayor

ATTEST:

THE LEE COUNTY HUMANE SOCIETY

Its Secretary

Its President

Exhibit A

Liability Insurance.

LCHS shall provide and maintain during the life of the contract, General Liability Insurance, Automobile Liability Insurance, Umbrella Liability Insurance and Workers' Compensation Insurance in the following amounts:

1. General Liability Insurance - \$1,000,000 per occurrence or claim, \$1,000,000.00 personal and advertising injury, \$2,000,000.00 general aggregate and \$2,000,000.00 products/completed operations aggregate. If coverage is written on a claims-made basis, it will be kept in effect for a period of two (2) years following the expiration of this agreement.
2. Automotive Liability Insurance - \$1,000,000 combined single limit.
3. Workmen's Compensation Insurance that provides statutory workers' compensation benefits for all its employees and Employers' Liability Coverage with limits of, at a minimum, \$1,000,000.00 each accident, \$1,000,000.00 disease – each employee and \$1,000,000.00 accident, \$1,000,000.00 disease – policy limit.
4. Umbrella Liability (over all of the above, plus Workers Compensation) - \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
5. The General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability insurance policies shall name CITY as additional insured and the insurer will not cancel or decrease the insurance coverage without first giving the CITY thirty (30) days written notice. CITY reserves the right to modify required coverages in the future if conditions warrant, including higher liability limits and/or broader coverage. In the event CITY exercises this right, LCHS may seek a price increase in accordance with the terms of this agreement. LCHS's insurance is primary.
6. LCHS will be responsible for the payment of any deductibles or self-insured retentions required in the insurance policies listed in this Exhibit.

RESOLUTION NO. (ID # 1391)

Annual Appropriation Contract, Al. Cooperative Extension Service.**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 Alabama Cooperative Extension System, 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 Alabama Cooperative

Extension System, 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

AGREEMENT

LEE COUNTY

THIS AGREEMENT made and entered into this 1st day of October, 2015 by and between the City of Opelika, a Municipal Corporation, hereinafter called "CITY", as party of the first part, and Auburn University, by and through The Alabama Cooperative Extension System, hereinafter called "EXTENSION SYSTEM", as party of the second part.

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

1. The terms of this Agreement shall be for a period of One (1) year commencing on October 1, 2015 and ending September 30, 2016. At the end of each year, this Contract may be renewed by mutual agreement between the parties.
2. EXTENSION SYSTEM agrees to provide the CITY with the following services:
 - (a) Provide educational and technical assistance in areas of landscaping and sold management to all departments and agencies of the CITY, including, but not limited to the Downtown Redevelopment Authority, Opelika Tree Commission, Opelika Chamber of Commerce, Lee County Leadership, the County Convention and Visitor's Bureau, and the Industrial Development Board of the City of Opelika.
 - (b) Implement and promote wildflower program.
 - (c) Assist with the Farmers Market Program in downtown Opelika.
 - (d) Administer youth projects program for public housing residents.
 - (e) Administer home care companion program for elderly citizens.
 - (f) Administer 4-H youth program for Opelika City Schools.
 - (g) Design any landscaping plans needed for Opelika City projects.
3. As compensation for the services rendered hereunder, the City agrees to pay to EXTENSION SYSTEM for term of lone (1) year the sum of \$10,000.00, payable in equal monthly installments of \$833.33 commencing on October 15, 2015 and continuing on the 15th day of each month thereafter.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the CITY has no financial interest in the business of EXTENSION SYSTEM, and shall not be liable for any debts or obligations by EXTENSION SYSTEM, nor shall the CITY be deemed or construed to be a partner joint venture, or otherwise interested in the assets of EXTENSION SYSTEM, nor shall EXTENSION SYSTEM at any time or times use the name or credit of the CITY in purchasing or attempting to purchase any equipment, supplies or other thing or things whatsoever.

5. EXTENSION SYSTEM in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the CITY but shall be deemed an independent contractor in every respect and shall take all steps at its own expense. The CITY does and will not assume any responsibility for the means by which or the manner in which services by EXTENSION SYSTEM, provided for herein, are performed; but on the contrary, EXTENSION SYSTEM shall be wholly responsible therefore.
6. EXTENSION SYSTEM shall not transfer or assign this Agreement or license any rights or privileges granted herein without the prior written consent of the CITY.
7. EXTENSION SYSTEM agrees to comply with all local, state and federal laws while performing under the terms of this Agreement.
8. EXTENSION SYSTEM agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of EXTENSION SYSTEM, the CITY may, at its option, terminate and cancel this agreement.
9. EXTENSION SYSTEM 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 in the City of Opelika.
10. This agreement supersedes any and all other Agreements, either oral or in writing, 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 Agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.
11. Signed to the provisions regarding assignment, this Agreement shall be binding on the successors and assigns of the respective parties.
12. The validity of this Agreement and its terms, provisions, as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of Alabama.

WITNESS OUR HAND AND SEALS THIS THE ____ day of _____, 2015.

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

AUBURN UNIVERSITY, BY AND THROUGH
THE ALABAMA COOPERATIVE EXTENSION SYSTEM



BY: COUNTY AGENT-COORDINATOR

City Clerk

RESOLUTION NO. (ID # 1396)

Annual Appropriation Contract - Lee Co. Youth Development Center.**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 Lee County Youth Development Center, Inc., 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 Lee County Youth

Development Center, 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

COUNTY OF LEE

AGREEMENT

THIS AGREEMENT made and entered into between the CITY OF OPELIKA, ALABAMA, a municipal corporation, hereinafter referred to as "City" and Lee County Youth Development Center, Inc., an Alabama non-profit corporation, hereinafter referred to as "Agency".

Statement of Background Information

1. Agency is a non-profit corporation located in the City of Opelika, Alabama, currently performing services for certain citizens of the City of Opelika.
2. Agency has requested a budget appropriation in the amount of \$32,000 from the City to be used as specifically set forth on Exhibit "A" attached hereto and made a part hereof by reference.
3. City has informed Agency that said funds can only be used for those services set forth on Exhibit "A" and for no others and that in the event that Agency fails to comply with the terms and conditions of this Agreement, Agency shall refund to City all sums not spent in accordance with Exhibit "A" for approved services.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitations, the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. City shall pay to Agency the sum of \$ 32,000 for budget year October 1, 2015 through September 30, 2016 with said payments to be paid as follows:
Equal payments of \$8,000.00 to be made quarterly.

2. Agency shall spend said funds only as forth on Exhibit "A" attached hereto and made a part hereof by reference.

3. Agency shall keep and maintain accurate books and records of the funds spent under the terms of this contract and said books and records shall be made available for inspection by the City at all reasonable times and places.

4. City shall only be **conditionally** obligated (based on the City achieving the budgeted 2015-2016 revenue projections) to contribute said funds for the budget year set forth above; however, Agency may submit a written request to City for funding for subsequent budget years with said request to be submitted in writing to City no later than June 30 of each subsequent year. In no event shall City be obligated to appropriate additional monies to Agency.

5. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

CITY OF OPELIKA, ALABAMA,
a municipal corporation

BY: _____
Its _____

ATTEST:

By: _____
Its _____

Lee County Youth Development Center
a non-profit corporation

BY: [Signature]
Its Executive Director

ATTEST:

BY: [Signature]
Its Adm Asst

My Commission Expires April 4, 2018

EXHIBIT A

Contract between the City of Opelika and Lee County Development Center, Inc.

Specific Services

1. Project Uplift Volunteer Mentor Program

Recruit, screen, train, place and supervise volunteers (primarily Auburn University students) to give structure and direction to troubled and/or disadvantaged youth in the City of Opelika.

2. In-School Prevention

- a. Children in Self-Care - "Home Alone" Training for all 4th graders in the Opelika City Schools targeting those who have no adult supervision from 3:00 to 6:00 p.m.
- b. Provide abstinence-only education "Abstinence Ed" for all 7th through 10th grade students in Opelika City Schools and students of LCYDC's Chanticleer Learning Center in Opelika, Alabama.

RESOLUTION NO. (ID # 1395)

Annual Appropriation Contract - Valley Haven School.

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 ARC of the Chattahoochee Valley, Inc. (Valley Haven School), 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 Valley Haven School, and retain one copy.

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

C. E. "Eddie" Smith, Jr.
President of the City Council1
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

This contract is made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as "City", and The Arc of The Chattahoochee Valley, Inc., hereafter referred to as "The Association", on this the 1st day of October, 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 one (1) year commencing October 1, 2015, and ending September 30, 2016. At the end of each year this contract may be renewed by mutual agreement between the parties.
2. For the 2015-2016 school term, The Association agrees to provide educational and training services and ordinary programmatic components to preschool and adult individuals with intellectual disabilities for the City of Opelika. The Association shall coordinate with the Alabama Department of Mental Health to serve individuals with intellectual disabilities who are not eligible for other services. Services and training for preschoolers and adults shall be offered by Valley Haven School, 6345 Fairfax By-pass (P.O. Box 416), Valley, Alabama, 36854.
3. As compensation for the services rendered hereunder, the City agrees to pay to The Association for a term of one (1) year commencing October 1, 2015, the sum of \$2,000.00, payable upon request by The Association.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest on the business of The Association, and shall not be liable for any debts or obligations incurred by The Association, nor shall the City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of The Association, nor shall The Association at any time or times use the name or credit of City in purchasing or attempting to purchase any equipment, supplies or any other thing or things whatsoever.
5. The Association in the performance of its operation and obligations here under shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by The Association provided for herein, are performed, but on the contrary, The Association shall be wholly responsible therefor.
6. The Association shall not transfer or assign this Agreement without the prior written consent of the city.
7. The Association agrees to comply with all local, State, and federal Laws while performing under the terms of this Agreement.
8. This Agreement may be terminated by either party upon six (6) months advance notice in writing to the other party.
9. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to subject matter hereof, 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 signed by both parties.
10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns or the respective parties.
11. The validity of this Agreement and of any of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the Laws of the State of Alabama.

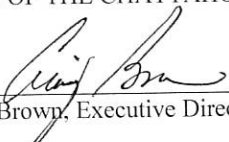
IN WITNESS THEREOF, the parties hereto have signed their names and affixed their seals, this the 1st day of October, 2015.

ATTEST:

CITY OF OPELIKA, ALABAMA

By: _____
Gary Fuller, Mayor

THE ARC OF THE CHATTAHOOCHEE VALLEY, INC.

By:  _____
Craig Brown, Executive Director of The Arc of The Chattahoochee Valley, Inc.

Attachment: CM 10-20-15, agency contract, Valley Haven (1395 : Annual Agency Contract with Valley Haven School)

RESOLUTION NO. (ID # 1384)

Microsoft Enterprise Agreement - IT**Resolution No. _____**

WHEREAS, the City of Opelika uses Microsoft software for its workstations and servers;
and

WHEREAS, our current Microsoft Agreement expires in November 2015; and

WHEREAS, this agreement is valid for three (3) years, renewable each year; and

WHEREAS, the City has already approved funds for this in the IT department Budget for FY2016; and

WHEREAS, this agreement is in compliance with State Contract# T497:
Contract#4012464

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

- 1) That Mayor Gary Fuller is hereby authorized to execute all documents pertaining to this agreement.

· City of Opelika Microsoft Enterprise Agreement

o Year 1	\$ 111,768.04
o Year 2	\$ 111,768.04
o Year 3	\$ 111.768.04

TOTAL \$ 335,304.12

- 2) That the Purchasing Agent be authorized to issue a purchase order to SHI Inc. in the amount of \$111,768.04 each year of this agreement as the payments become due.

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.
City Clerk - Treasurer

Shuman,

CMC



Pricing Proposal
 Quotation #: 10378041
 Created On: 10/2/2015
 Valid Until: 10/30/2015

City of Opelika AL

Stephen Dawe

204 South 7th Street
 Opelika, AL 36801
 UNITED STATES
 Phone: (334) 705-5140
 Fax:
 Email: SDawe@ci.opelika.al.us

Inside Account Manager

Shaina Chinchilla

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-543-0432
 Fax: 732-868-6055
 Email: Shaina_Chinchilla@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CISTStd ALNG LicSAPk MVL woWinSvrLic 2Proc Microsoft - Part#: YJD-01206	14	\$465.15	\$6,512.10
2 CISDataCtr ALNG SA MVL 2Proc Microsoft - Part#: FUD-00938	4	\$1,353.90	\$5,415.60
3 VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Note: With 3 TU	11	\$93.03	\$1,023.33
4 WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253	20	\$21.90	\$438.00
5 WINENT ALNG SA MVL Microsoft - Part#: KV3-00368	305	\$41.07	\$12,526.35
6 CCALBrdgO365FSA Alng MonthlySub Platform Per User Microsoft - Part#: AAA-12417	370	\$15.34	\$5,675.80
7 Prjct ALNG LicSAPk MVL Microsoft - Part#: 076-01776 Note: With 2 TU	2	\$233.77	\$467.54
8 SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00302	6	\$1,392.78	\$8,356.68
9 SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343	4	\$2,288.91	\$9,155.64
10 Microsoft Office 365 (Plan E3) - Subscription license (12 month) - 1 user - hosted - EA Subscription - from SA - All Languages Microsoft - Part#: AAA-10758	370	\$168.10	\$62,197.00

Subtotal \$111,768.04

Additional Comments

To process your order, you can e-mail your request to alabamateam@shi.com. You can also fax it to 732-868-6055. Please include a contact e-mail address on all orders, as this is required by most vendors.

SHI Fed ID# 22-3009648

SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of government priced software and hardware...including, but not limited to- Microsoft, Symantec, Adobe, Trend Micro, Citrix, Nuance, McAfee, LANDesk, Intel, Cisco, HP, IBM, VMware and more.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Program Signature Form

MBA/MBSA number

Proposal ID

Agreement number

01E73377

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-12057
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0385873.002_PSF
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Opelika Signature* _____ Printed First and Last Name* Printed Title Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0385873.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	305	370	0.8	Yes	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	370
Windows Desktop	
Windows Enterprise OS Upgrade	305
Office 365 GOV E3	370

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	370	370	0	305

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)
Framework ID
(if applicable)
Previous Enrollment number
(Reseller to complete)

5005177

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
 - b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
 - c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
 - d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
 - e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.
- For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Opelika

Contact name* First Stephen **Last** Dawe

Contact email address* sdawe@opelika-al.gov

Street address* 204 South 7th Street

City* Opelika

State/Province* AL

Postal code* 36801-4904

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* US

Phone* 334-705-5140

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. ***Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Resolution No. _____

WHEREAS, the City of Opelika uses Microsoft software for its workstations and servers;
and

WHEREAS, our current Microsoft Agreement expires in August 2012; and

WHEREAS, this agreement is valid for three (3) years, renewable each year; and

WHEREAS, the City has already approved funds for this in the IT department Budget for FY2016; and

WHEREAS, this agreement is in compliance with State Contract# T497:
Contract#4012464

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

- 1) That Mayor Gary Fuller is hereby authorized to execute all documents pertaining to this contract.

- City of Opelika Microsoft Enterprise Agreement
 - Year 1 \$ 111,768.04
 - Year 2 \$ 111,768.04
 - Year 3 \$ 111,768.04

TOTAL \$ 335,304.12

- 2) That the Purchasing Agent be authorized to issue a purchase order to SHI Inc. in the amount of \$111,768.04 each year of this agreement as the payments become due.

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



Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts audit team to make necessary changes and minor revisions to your Microsoft Enrollment including, but not limited to:

- Correcting typographical errors
- Adding/changing enrollment numbers
- Adding/changing amendment numbers

Additionally, you acknowledge and consent that:

- You will be notified of any change the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- No alteration by the SHI Microsoft Contracts team will alter your terms and/or pricing for your Enrollment.

Customer Name
Customer Representative Signature
Customer Printed Name and Title
Date

RESOLUTION NO. (ID # 1408)

Annual Appropriation Contract, Child Advocacy Center.**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 Twin Cedars Child Advocacy Center, 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 Twin Cedars Child Advocacy

Center, 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
CITY OF OPELIKA

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama, a municipal corporation, and the Twin Cedars Child Advocacy Center, a division of Twin Cedars Youth & Family Services Company, a 501(c)(3) organization.

The City of Opelika has agreed to pay the Twin Cedars Child Advocacy Center the sum of \$3,000. In exchange for this amount, the Twin Cedars Child Advocacy Center agrees to use this allocation to help perform the following services for child victims and their non-offending families:

1. Provide Forensic Interviews. These interviews cost \$150.00 each. This includes the interview, follow up, synopsis/transcription, record keeping/stats, court/testifying, preparation and training.
2. Provide Therapy. \$50.00 per 30 minute session. Standard rate, progress notes, travel.
3. Parenting. \$50.00 per class. Scheduling, training, materials preparation, class time.
4. Prevention Programs. \$75.00 per presentation. Class time, preparation, materials, travel, training.
5. Family Advocate Services. \$100.00 per family. Time spent with family, follow up, referrals and training.

The Twin Cedars Child Advocacy Center agrees to comply with all local, state and federal laws while performing under the terms of this Contract.

The Twin Cedars Child Advocacy Center 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.

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.

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 _____ day of _____, 2015.

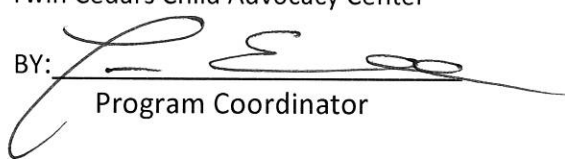
CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

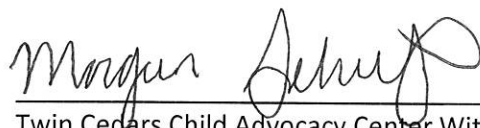
ATTEST:

Robert G. Shuman
City Clerk-Treasurer

Twin Cedars Child Advocacy Center

BY: 
Program Coordinator

ATTEST:


Twin Cedars Child Advocacy Center Witness

RESOLUTION NO. _____

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

- 1) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Twin Cedars Child Advocacy Center, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

- 2) 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 on copy to the Twin Cedars Child Advocacy Center, and retain on 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. (ID # 1398)

Project Development Agreement - SE Land Holdings, LLC - 1st Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING
A PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF OPELIKA, ALABAMA AND
SE LAND HOLDINGS, LLC**

Be It Ordained by the Opelika City Council (the "Council"), as governing body of the City of Opelika, Alabama (the "City"), as follows:

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

(a) Pursuant to the applicable laws of the State of Alabama, the City and SE Holdings, LLC, an Alabama limited liability company (the "Company") have agreed to the terms of that certain Project Development Agreement to be dated the date of delivery (the "Project Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Section 94.01 of the Constitution of Alabama of 1901, as amended ("Section 94.01").

(c) The City is authorized under Section 94.01 and Section 11-47-1 of the Code of Alabama (1975), to issue warrants, upon the full faith and credit of the City, in a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Section 94.01.

(d) The Project, as defined in the Project Development Agreement, is the development of approximately 35,000 sf of retail shops, restaurants and/or service businesses on the former West Point Pepperell property known as "Smallwood Park", located across from the Wal-Mart Supercenter at the intersection of 30th Street and Pepperell Parkway.

(e) Pursuant to, and for the purposes of, Section 94.01, it is necessary, desirable and in the public interest for the City to provide financial incentives to the Company, and for such purposes to issue its Limited Obligation Revenue Warrant (SE Holdings, LLC Project) (the "Warrant") in the principal amount of up to \$1,927,500.

(f) The expenditure of public funds for the purposes specified in the Project Development Agreement and in Section 1(d) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(g) (1) On October 13, 2015, the City caused to be published in *Opelika-Auburn News*, which newspaper has the largest circulation in the City, the notice required by Section 94.01(c)(2), a true and correct copy of which notice is set forth as follows:

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) On the date hereof, the Council has conducted a public hearing with respect in the matters contained in said public notice. No person presented (orally or in writing) any objection to the issuance of the Warrant for the aforesaid purposes.

(i) (1) The assessed valuation of the taxable property in the City for the preceding fiscal year (ending September 30, 2014 and on the basis of which taxes became due and payable on October 1, 2014) was not less than \$321,682,140.

(2) The total indebtedness of the City chargeable against the debt limitation for the City prescribed by Section 94.01(a)(4) (which indebtedness includes the Warrant), is not more than fifty percent of said assessed valuation.

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

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

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

[Remainder of this page intentionally blank.]

PROJECT DEVELOPMENT AGREEMENT

between

CITY OF OPELIKA, ALABAMA

and

SE LAND HOLDINGS, LLC

Dated: as of October 1, 2015

PROJECT DEVELOPMENT AGREEMENT

This **PROJECT DEVELOPMENT AGREEMENT** is dated as of October __, 2015 between the **CITY OF OPELIKA, ALABAMA**, an Alabama municipal corporation (the “City”), and **SE LAND HOLDINGS, LLC**, an Alabama limited liability company (the “Developer”).

Recitals

The parties hereto expect and intend to expand and increase the tax and revenue base of the City by development of the residential facilities described herein (the “Project”).

The City has agreed to assist the Developer by providing the cash incentives to induce the Project.

The Developer has agreed to use its best efforts to develop and construct the Project within the Project Site, subject to the terms and conditions specified herein.

Pursuant to the applicable laws of the State of Alabama referenced herein and for the purposes referenced herein, the City and the Developer have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City, the Developer and the Principal hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

“City” shall mean the City of Opelika, Alabama.

"City Sales Tax" for any Quarterly Period shall mean collectively privilege license and excise taxes levied by the City (commonly called sales and use taxes) during such Quarterly Period which consists of (i) a privilege or license (commonly called sales) tax on persons engaged in the business of selling at retail any tangible personal property within the City (subject to exemption of certain property as described by law) or in the business of conducting places of amusement or entertainment within the City, generally measured by the gross sales or receipts of such businesses and (ii) an excise (commonly called a use) tax on the storage, use or other consumption of tangible personal property (subject to exemptions of certain property as provided by law) within the City, generally measured by the sales price of such property.

"City Sales Tax Proceeds" for any Quarterly Period shall mean and include (a) all net proceeds and receipts (after deducting the costs of collection paid to a third party) of the City Sales Tax, but (b) not include any proceeds or receipts received by the City (i) from the levy by the City of privilege license or excise taxes not described in the definition of City Sales Tax, (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the City, (iii) from the levy of any increase in the rate of City Sales Tax enacted after the date of this Agreement, (iv) from the levy of education portion of the City Sales Tax, or (v) from the levy of the City Sales Tax with respect to any taxpayer that shall have moved a business to a location within the Project Area from a location within the City but outside the Project Area, subject to the provisions of Section 5.01(3).

"Commencement Date" shall mean the later of (i) the date on which the Developer delivers to the City a Project Completion Certificate; (ii) the date on which the Developer provides to the City proof of payment of all invoices relating to all expenditures comprising the Public Component; and (iii) the date on which a tenant first opens for business.

"Company" shall mean SE Land Holdings, LLC, an Alabama limited liability company, and its successors and assigns.

“Enabling Law” shall mean Section 94.01 and Section 11-47-1 of the Code of Alabama (1975).

"Payment Date" shall mean the fifteenth (15th) day of each January, April, July and October, beginning on the applicable payment date which immediately follows the Commencement Date.

"Project" shall mean at least 35,000 square feet of retail shops, restaurants or service businesses located in the Project Area.

"Project Area" shall mean the real property on which the Project will be acquired and constructed in Opelika, Alabama, which is described on *Exhibit B*.

"Project City Tax Payments" shall mean an amount equal to fifty percent (50%) of the City Sales Tax Proceeds actually received by the City from businesses in the Project Area during the Quarterly Period for which such amount is determined, net of all costs incurred by the City to collect the City Sales Tax Proceeds within the Project Area.

"Project Completion Certificate" shall mean a certificate satisfactory to the City and executed by the Developer, stating that the Project is substantially complete.

"Public Component" shall mean the grading and construction of entrances and exits to and from the Project; site work; parking lots, streets, turn and deceleration lanes; landscaping and lighting; retaining walls, retention ponds; water, sewer, power, gas and other utilities to serve the Project Area; and other public infrastructure component of the Project, as identified on Exhibit C attached hereto and made a part hereof. The estimated cost of the Public Component is \$2,570,000 as shown on Exhibit C.

"Quarterly Period" shall mean each of the accounting periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31, respectively., of each year.

"Section 94.01" shall mean Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901.

"Term" shall mean the period of time beginning on the Commencement Date of this Agreement and ending on the Termination Date.

"Termination Date" shall mean the earlier of (i) October 31, 2028, (ii) the tenth anniversary of the Commencement Date (whether or not the aggregate Project City Tax Payments at that time have equaled the Total City Commitment), and (iii) the Payment Date on which the City shall have paid as Project City Tax Payments an aggregate amount equal to the Total City Commitment.

"Total City Commitment" shall mean an amount equal to the lesser of (i) 75% of the costs for the Public Component and (ii) the sum of \$1,927,500.

"Validation Order" shall mean a judgment entered by the Circuit Court of Lee County, Alabama validating and confirming the Warrant.

"Warrant" shall have the meaning set forth in Section 5.03.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 City Representations and Warranties

The City hereby represents and warrants as follows:

(1) The City has corporate power and authority to enter into this Agreement, pursuant to the Enabling Law and the Validation Order and to carry out its obligations hereunder, and by proper corporate action the City has duly authorized the execution, delivery and performance of this Agreement.

(2) The Warrant shall be issued, sold and delivered to the Company, upon condition that this Agreement is enforceable against the City in accordance with the terms hereof.

(3) The obligation of the City for the payment of any amounts under this Agreement shall not exceed the Project City Tax Payments in any given year, and shall be payable solely out of the City Sales Tax Proceeds. The City shall never be obligated to pay any amounts under this Agreement which shall be in excess of the actual amount of the Project City Tax Payments during the term of this Agreement.

(4) In accordance with the Enabling Law, and following a public hearing as required therein, and after further study and consideration, the City has determined that the Project will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities, will advance the economic base of the City and will promote the public health, safety, convenience, order, prosperity, and general welfare of the community. In addition, the City has determined that the Project will result in significantly increased tax revenues to the City, will boost property values in the City and will lead to additional economic activity in the City.

SECTION 2.02 Developer Representations and Warranties

The Developer hereby represents and warrants as follows:

(1) It plans to acquire and develop real property with some or all of the following: retail shops, and/or restaurants, and/or service businesses development in Opelika, Lee County, Alabama on the former West Point Pepperrell property known as the “Smallwood Park” located on Pepperrell Parkway, which is owned by , WP Properties Opelika, LLC, and WP Properties Opelika Lots, LLC in accordance with the site plan submitted to the City (the “Project”).

(2) It plans to develop approximately 35,000+/- square feet of a combination of retail, restaurant and service company space on the Property, which comprises approximately 26.699+/- acres.

(3) It reasonably expects the capital investment of the Developer to be approximately \$11,900,000.

(4) It reasonably expects the cost of the Public Component to be approximately \$2,570,000.

(5) It reasonably expects to provide some or all of the following: additional retail shops, and/or restaurants and/or service business opportunities along the Pepperrell Parkway corridor.

(6) It reasonably expects to have a significant impact on the tax base, tax revenues, job opportunities and future growth in and around the City.

(7) It reasonably expects to meet the economic and land use goals of the City.

ARTICLE 3

DURATION OF AGREEMENT

The effective date of this Agreement is the date it is executed and this Agreement shall remain effective until the Termination Date.

ARTICLE 4

OBLIGATIONS OF THE COMPANY

SECTION 4.01 Description of Obligations

(1) Subject to Force Majeure, the Developer hereby agrees to duly and punctually observe and perform all agreements thereof under this Agreement.

(2) Subject to Force Majeure, on or before December 31, 2016, the Developer shall purchase a building permit and commence site work on the Project and diligently pursue the same through completion. On or before June 30, 2018, the Developer will have constructed or caused to be constructed at least 35,000 square feet of retail, restaurant or service space in the Project Area.

(3) The Developer shall provide to the City, upon written request by the City to the Company, a full and accurate accounting, with such detail as the City may reasonably require, of all expenditures comprising the capital investment made by the Company. In particular, the Developer shall provide to the City, a full and accurate accounting, with such detail as the City shall require of all expenditures, comprising the Public Component. The Developer shall furnish to the City copies of any invoices relating to all expenditures comprising the Public Component.

(4) Before commencing construction of the Project, the Developer shall provide to the City a detailed construction plan, budget and timeline indicating the scope of work that will take place.

(5) Before commencing construction, the Developer shall secure all zoning permits and approvals from the Opelika Planning Commission (including, but not limited to conditional use permit) as shall be necessary to complete the Project.

(6) The scope of work will be constructed in accordance with plans and specifications approved by the City.

(7) The Developer shall use its best efforts to secure: executed leases, ground leases, licenses, or sales agreements covering all or portions of the Project. None of the tenants secured by the Developer and occupying any of Project shall have been doing business within the corporate limits of the City of Opelika prior to the date of this Agreement, except as provided in Section 5.01(3).

(8) Upon substantial completion of the Project, Developer shall provide to the City proof of payment of all invoices relating to all expenditures comprising the Public Component and an executed Project Completion Certificate.

(9) The Developer shall deliver to the City a written certification, in such form as the City reasonably requires, that the Developer has satisfied all applicable requirements of Article 4 of this Agreement.

(10) To the maximum extent allowed by law, the Developer shall defend, indemnify and save harmless the City and its officers, officials, agents and employees from any and all claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, penalties, settlements and expenses, including interest and reasonable attorney's fees, that arise in any manner from, in connection with, or out of this Agreement as a result of negligent or willful acts or omissions of the Developer or anyone directly employed by it for whose acts any of them may be liable.

(11) Upon substantial completion of the Project, the Developer will present to the City a Project Completion Certificate.

(12) The Developer agrees to pay all costs and expenses, including attorney's fees (but excluding any attorney's fees for the City Attorney for the City), incurred in connection with the validation proceeding and/or associated with the drafting of documents including, but not limited to, the Project Agreement.

ARTICLE 5

AGREEMENTS AND OBLIGATIONS OF THE CITY

SECTION 5.01 Nature, Amount and Duration of Obligation of City.

(1) The City hereby agrees to pay to the Developer in arrears on each Payment Date during the Term the Project City Tax Payments determined by the City to be due and payable on such Payment Date. The obligation of the City for the payment of the Project City Tax Payments:

(a) is a limited obligation payable solely from the City Sales Tax Proceeds;

(b) shall never constitute a general obligation, or a charge against the general credit or taxing powers, of the City within the meaning of any constitutional provision or statutory limitation whatsoever;

(c) shall commence on the first Payment Date after the Commencement Date.

(2) The maximum amount of the Project City Tax Payments the City shall pay under this Agreement shall be limited to and shall not exceed the Total City Commitment.

(3) Notwithstanding the provisions of sections 5.01 and 5.02, the City shall not be obligated to share with the Developer any City Sales Tax Proceeds generated by tenants, users and operators who moved from other locations in the corporate limits of the City to the Project Area. The City agrees to share City Sales Tax Proceeds generated by tenants, users and operators when the tenant, user or operator opens a second or additional retail or service facility within the Project Area, so long as the first facility located in an area within the corporate limits of the City, but outside the Project Area, remains open for a minimum of two (2) years after the second or additional facility located in the Project Area commences business. The Developer shall be entitled to receive Project City Sales Tax Payments from the second or additional facility from the time it opens for business in the Project Area and generates sales taxes while the first facility remains open during the first two years outside of the Project Area. In the

event the first facility outside the Project Area closes prior to the conclusion of the two (2) year period, Project City Sales Tax Payments will terminate for the second or additional facility located in the Project Area as of the date of closing of the first facility outside of the Project Area.

(4) The City shall have no obligation to pay any amount to the Developer after the Termination Date.

SECTION 5.02 Determination and Payment of Project City Tax Payments.

(1) On each Payment Date the City shall:

(i) determine the Project City Tax Payments (if any) to be made for the then immediately preceding Quarterly Period (provided the initial Project City Sales Tax Payment shall be calculated for the period between the Commencement Date and the initial Payment Date; and

(i) pay to the Developer such amount of Project City Tax Payments as determined under Section 5.02.

(2) The City will permit any attorneys, accountants or other agents or representatives designated by the Developer to (i) have access to and visit and inspect any of the accounting systems, books of account, and financial records and properties of the City which pertain to the City Sales Tax Proceeds and the determination of Project City Tax Payments, (ii) examine and make abstracts from any such accounting systems, books and records, and (iii) discuss the affairs, finances and accounts of the City pertaining to the City Sales Tax Proceeds and the determination of Project City Tax Payments, with its officers, employees or agents, all at reasonable business times and upon reasonable notice; provided, that nothing in this section shall permit inspection of the City tax records relating to any taxes other than the City Sales Tax Proceeds with respect to taxpayers located within the Project Area.

SECTION 5.03 Special Agreements of the City

(1) All proceedings of the governing body of the City heretofore had and taken with respect to the levy and collection of the City Sales Tax, are hereby ratified and confirmed in all respects from and after the effective date thereof.

(2) The City covenants and agrees:

() The City shall, as long as this Agreement shall be outstanding, continue to levy and provide for assessment and collection of the privilege license and excise taxes which provide the City Sales Tax Proceeds at rates not less than those in effect on the date of this Agreement.

() The City shall not apply any of the City Sales Tax Proceeds which are not allocable to or included as part of the Project City Tax Payments for the payment of any governmental expenses of operating the City other than costs of collection of such taxes, as herein provided.

SECTION 5.04 Processing of Applications.

The City hereby agrees to process in an efficient and expeditious manner all applications for licenses, zoning permits, utilities and related municipal approvals as shall be necessary to complete the Project.

SECTION 5.05 The Warrant

(1) The obligation of the City to pay the Project City Tax Payments hereunder shall be evidenced by a single general obligation warrant attached to this Agreement as ***Exhibit A*** (the "Warrant").

(2) The Warrant shall not bear interest, shall be issued in an aggregate principal amount equal to the Total City Commitment, shall be dated the date of delivery, shall be subject to redemption as provided therein.

(3) The Warrant shall be duly executed, sealed, and attested by the City, and shall be registered by the City as a conditional claim against the warrant fund established therefor as therein provided.

(5) The Warrant shall be registered and transferred as provided therein.

SECTION 5.06 Further Assurances, Ratification

All proceedings of the governing body of the City heretofore had and taken, and all resolutions, ordinances and orders adopted relating to the Project, are hereby ratified and confirmed in all respects from and after the effective date thereof.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default

Any one or more of the following shall constitute an event of default by the City, the Developer hereunder (an "Event of Default") under this Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Developer of a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(b) default in the performance, or breach, of any covenant or warranty of the Developer in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Developer by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “notice of default” hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

SECTION 6.02 Remedies

Upon an Event of Default by the Developer, the City may (subject to Section 6.03) declare the tax incentives and benefits provided herein void, and make no further Project City Tax Payments to the Developer. Upon an Event of Default by the City, the Developer may (subject to Section 6.03), proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

SECTION 6.03 Remedies Subject to Applicable Law

All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

SECTION 7.01 Enforceability

The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

SECTION 7.02 Prior Agreements Cancelled

This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

SECTION 7.03 Forum and Choice of Law

This Agreement shall be deemed made in Opelika, Lee County, Alabama. This Agreement shall be governed by and construed in accordance with the laws of Alabama. The exclusive forum and venue for all actions arising out of this Agreement shall be the Circuit Court of Lee County, Alabama. Either party reserves the right to a trial by jury. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

SECTION 7.04 Counterparts

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

SECTION 7.05 Binding Effect; Governing Law

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns and, in the case of the Principal, his estate and heirs except as otherwise provided herein.

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

SECTION 7.06 Notices

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(1) if to the City:

City of Opelika
204 South 7th Street
Opelika, Alabama 36801

(2) if to the Company:

SE Land Holdings, LLC
P.O. Box 494
Gadsden, Alabama 35902
Attn: Jason Stinson

With copy to:

SE Land Holdings, LLC
111 South 4th Street, Suite 100
Gadsden, Alabama 35901

With copy to:

James C. Inzer, III
Inzer, Haney, McWhorter & Haney
P.O. Drawer 287
Gadsden, Alabama 35901

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally or the next business day, if sent by overnight courier.

SECTION 7.07 Delegation and Assignment of this Agreement

(a) The City shall have no authority or power to, and shall not, delegate to any person the duty or obligation to observe or perform any agreement or obligation of the City hereunder. Nothing in this section, however, shall prevent the City from engaging appropriate consultants, experts, agents or outside representatives to perform the City's obligations under this Project Development Agreement on behalf of the City.

(b) The City shall not have any authority or power to, and shall not, assign to any person any right of the City hereunder or any interest of the City herein.

(c) The Developer may transfer or assign to any Person or Persons any or all of its rights, title and interest in this Agreement or the payments to be made by the City, provided, however, the Developer has first provided the City with prior written notice thereof, identifying the name and addressee of such transferee/assignee.

SECTION 7.08 Amendments

This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

SECTION 7.09 Independent Contractors

For purposes of this Agreement and all services to be provided hereunder, the Developer shall be, and shall be deemed to be, an independent contractor and not an agent or employee of partner of the City.

SECTION 7.10 Estoppel Certificates

From time to time, upon request by any party, the party asked shall provide to the party making the request, an acknowledgment or certificate with respect to such matters concerning this Agreement or the status of performance hereunder, as may be reasonably requested.

SECTION 7.11 Validation Order

If the Developer determines it is necessary to obtain an order from a court of competent jurisdiction to validate the Warrant, the City will initiate and pursue such proceedings to a conclusion at the Company's expense, in which case the firm of Maynard, Cooper & Gale, P.C.

will serve as co-counsel to the City, together with the City Attorney, and MCG will be paid in accordance with a separate agreement between the Developer and MCG. The City shall initiate validation proceedings only after being directed to do so by the Developer.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, the Developer has executed this Agreement under seal, and the Principal has voluntarily executed this Agreement and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF OPELIKA, ALABAMA

SEAL

By: _____

Mayor

ATTEST: _____

Clerk

SE LAND HOLDINGS, LLC

By: _____

Jason B. Stinson, Manager

EXHIBIT A

Form of Warrant

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 4(2) OF SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

THIS WARRANT DOES NOT BEAR INTEREST

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF OPELIKA, ALABAMA

**LIMITED OBLIGATION REVENUE WARRANT (SE LAND HOLDINGS PROJECT),
SERIES 2015**

No. R-1

\$1,927,500

DATED DATE:

MATURITY DATE:

TERMINATION DATE

(as defined in the Agreement described below)

CITY OF OPELIKA, ALABAMA, a municipal corporation of the State of Alabama (the “Issuer”), for value received, hereby acknowledges itself indebted to

SE LAND HOLDINGS, LLC

or registered successors or assigns (the “Holder”) in a principal amount equal to the Total City Commitment, as such capitalized term is defined in the Agreement described below, and hereby orders and directs the Treasurer of the Issuer to pay to the Holder, solely from the Project City Tax Payments deposited in the Series 2015 Warrant Fund hereinafter designated, said principal amount, without interest, on each Payment Date, until and including the first to occur of (i) payment in full of the principal amount hereof or (ii) the Maturity Date specified above.

Authority for Issuance

This Warrant is issued pursuant to the authority of the Constitution and laws of the state of Alabama, including particularly and without limitation Section 94.01 of the Official Recompile of the Constitution of Alabama of 1901 and Section 11-47-1 of the Code of Alabama (1975) (the “Enabling Law”), and that certain Project Development Agreement dated as of October 1, 2015 (the "Agreement") between the Issuer and the Holder.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Holder, by acceptance of this Warrant, assents and agrees to be bound.

Payment

Payment of this Warrant shall be made to or as directed by the Holder; provided the final payment of principal of this Warrant shall be made only upon presentation and surrender of this Warrant to the Issuer for cancellation.

Each payment of principal made on this Warrant shall be reflected by the notations made by the Holder on its internal records (which may be kept by computer or by other means determined by the Holder) and the Holder is hereby authorized so to record thereon all such payments. All payments of principal on this Warrant and the aggregate unpaid principal amount of this Warrant reflected on the internal records of the Holder (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid.

All payments of principal of this Warrant by the Issuer shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the Issuer upon this Warrant to the extent of the amounts so paid.

The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of this Warrant shall be made only to or upon the order of the Holder hereof or his legal representative, and neither the Issuer nor any agent of the Issuer shall be affected by any notice to the contrary.

Security

This Warrant is a limited obligation of the Issuer payable solely from the Project City Tax Payments as provided in the Agreement.

This Warrant shall never constitute a charge against the general credit or taxing powers of the Issuer within the meaning of any constitutional provision or statutory limitation whatsoever.

The Issuer has established a special fund designated "Series 2015 Warrant Fund" (the "Series 2015 Warrant Fund") for the payment of this Warrant and has obligated itself to pay or cause to be paid into the Series 2015 Warrant Fund, solely from the Project City Tax Payments, sums sufficient to provide for the payment of this Warrant in accordance with the terms and conditions of this Agreement.

Prepayment and Redemption

The Issuer may, on any date, pay in advance the entire unpaid principal amount of this Warrant or any lesser portion or portions thereof by paying to the Holder the principal amount to be prepaid without premium or penalty.

Registration and Transfer

This Warrant is registered in the name of the Holder on the book of registration maintained for that purpose by the Issuer. This Warrant may be transferred only upon surrender hereof to the Issuer for the transfer, together with the written request of the Holder or his legal representative addressed to the Issuer, and recordation of such transfer on said book of registration and endorsement hereon by the Issuer. Upon presentation to the Issuer for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the Issuer, in form of the Assignment attached hereto, duly executed by the Holder or his attorney duly authorized in writing, and the Issuer shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid. The Holder shall pay all expenses of the Issuer in connection with such transfer and any tax or other governmental charge required to be paid with respect thereto.

General

No covenant or agreement contained in this Warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Issuer in the individual capacity thereof and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that this Warrant represents a valid claim against the Series 2015 Warrant Fund, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, the adoption of the resolution and order approving the Agreement, and the execution and delivery of the Agreement, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this Warrant, together with all other indebtedness of the Issuer, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Issuer, acting by and through the City Council of the Issuer, as the governing body thereof, has caused this Warrant to be executed in its name and on its behalf by the Mayor of the Issuer, has caused its corporate seal to be affixed hereto and the same attested by the Clerk of the Issuer, and has caused this Warrant to be dated the date and year first above written.

CITY OF OPELIKA, ALABAMA

By: _____

Mayor

SEAL

Attest: _____

Clerk

REGISTRATION CERTIFICATE

I hereby certify that this warrant has been duly registered by me as a claim against City of Opelika, in the State of Alabama, and the Series 2015 Warrant Fund referred to herein.

Treasurer of City of Opelika, Alabama

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Lee County, State of Alabama entered on the ____ day of _____.

/s/_____

Clerk of Circuit Court of Lee County,

State of Alabama

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the warrant register of City of Opelika in the name of the last owner named below. The principal of this Warrant shall be payable only to or upon the order of such registered owner.

Date of <u>Registration</u>	In Whose Name <u>Registered</u>	Signature of Authorized <u>Officer of Issuer</u>
_____	_____	
_____	_____	
_____	_____	

ENDORSEMENT BY ISSUER OF UNPAID

PRINCIPAL ON DATE OF TRANSFER

Date of <u>Transfer</u>	Principal <u>Unpaid</u>	Signature of Authorized Officer <u>of Issuer</u>
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto this warrant and hereby irrevocably constitute(s) and appoint(s) attorney to transfer this warrant on the books of the within named Issuer with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects,

without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By

(Authorized Officer)

EXHIBIT B

Legal Description of Project Site

Parcel Number Three (3) of Subdivision of the Property of WP Properties Opelika Lots , LLC, according to and as shown by the map or plat of said subdivision of record in Town Plat Book 36, at page 145, in the Office of the Judge of Probate of Lee County, Alabama; and

Parcel Number Four (4) of Subdivision of the Property of WP Properties Opelika Lots , LLC, according to and as shown by the map or plat of said subdivision of record in Town Plat Book 36, at page 144, in the Office of the Judge of Probate of Lee County, Alabama; and

(Or such other description as determined by the boundary survey of the Property under the sales agreement as same is approved by both Buyer and Seller, will amend and replace the above description.

|

EXHIBIT C

Opinion of Probable Cost	
SE Land Holdings, LLC Retail Development - 12 AC. Opelika, AL	
Description of Work	Budget
Clearing & Grubbing	\$180,000
Earthwork	\$650,000
Storm Drainage	\$360,000
Best Practices/Erosion Control Maintenance	\$100,000
Utilities/Water/Sewer/Power/Telephone/Gas	\$340,000
Paving/Striping/Lighting	\$680,000
Landscaping/Irrigation	\$180,000
Miscellaneous/Fencing/Sidewalks/etc.	\$80,000
Total	\$2,570,000

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Project Development Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Project Development Agreement and to attest the same.

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

Section 5. The City desires, before the issuance of the Warrant referenced in the Project Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this ordinance and order and the Project Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the City in the Circuit Court of Lee County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the City and the members of the governing body of the City. Maynard, Cooper & Gale, P.C., acting as counsel for the City, are hereby designated and appointed as the attorneys to cooperate in the filing of such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975, all at the cost of the Company. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 6. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby approved, or in connection with the preparation of the Project Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 7. All ordinances, resolutions, orders, or parts of any thereof, of the City Council in conflict, or inconsistent, with any provision of this ordinance and order hereby are, to the extent of such conflict or inconsistency, repealed.

Section 8. This ordinance and order shall take effect immediately.

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

President of the City Council of the City of
Opelika

ATTEST:

City Clerk

TRANSMITTED to the Mayor this the ____ day of _____, 2015.

City Clerk

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. (ID # 1402)

Amend City Code, Add Article X & XI, Procedures for Wrecker Services - OPD - 1St Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE BY ADDING ARTICLES X AND XI
TO CHAPTER 26; ESTABLISHING PROCEDURES FOR WRECKER SERVICES
PARTICIPATION ON CITY'S ROTATION LOG AND REGULATING
NONCONSENSUAL TOWING AND STORAGE OF MOTOR VEHICLES**

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

Section 1. **Amendment; adding Article X to Chapter 26 of the *Code of Ordinances*.**
That Chapter 26 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding an article to be numbered X, which said article shall read as follows:

**ARTICLE X. PROCEDURES FOR WRECKER SERVICES
PARTICIPATION ON CITY'S ROTATION LOG**

Sec. 26-300. Definitions.

For the purpose of this article, the following terms shall have the meanings ascribed to them unless the context clearly indicates otherwise:

- (a) *Applicant* means the operator of a wrecker service that desires to participate in the rotation log by making application for the same.
- (b) *Call* or *dispatch* means a request for wrecker services by an operator on the rotation log of the department resulting in an operator being required to perform wrecker services pursuant to the provisions hereof.
- (c) *Chief of Police* shall refer to the chief of the city police department or his/her designee.
- (d) *City* means the City of Opelika or any department thereof.
- (e) *Department* means the Opelika Police Department, its chief or representative.

(f) *Large wreckers* shall be classified as any of the following types of wreckers: Tandem dual wheel or tandem rear end wreckers, or twin booms with factory rated or tested lifting capacity of 12.5 tons or over per drum and per winch and per winch line, with dual drum capacity, hydraulic or power take-off driven, and shall be equipped with dual rear twin-screw axles, and shall be equipped with quick air couplings for towing vehicles with air brakes, and shall be utilized to tow any vehicle having a gross vehicle weight exceeding 10,000 pounds, or any vehicle having dual rear axles or any tractor-trailer combination. The wrecker company shall provide documentation of lifting capacity from the factory or qualified testing facility.

(g) *Operator* means any person, firm or corporation owning or operating a duly licensed wrecker service that is currently listed as an authorized participant on the rotation log, including employees and drivers.

(h) *Police officer* means any city police officer.

(i) *Rotation log* means a sequential list, as maintained by the department, of those operators of wrecker services duly qualified and authorized pursuant to the provisions of this article to receive and respond to calls from the department, when the vehicle owner/operator has not or cannot express a preference or consent for such services from a specific operator or towing company. The rotation log may also be used, at the city's discretion, for wrecker services in regard to city vehicles, although the city reserves the right to request such services from any operator it deems appropriate.

(j) *Services or wrecker services* means:

(1) The towing, lifting, righting, winching, removal or storage of a wrecked, damaged or disabled vehicle which is otherwise incapable of self-propulsion away from the scene of an accident or other traffic event; and

(2) The towing, lifting, righting, winching, removal or storage of a vehicle any time a police officer deems it necessary to protect the public safety and/or personal property by means of a vehicle capable of doing so and meeting the requirements of this article.

(k) *Wrecker*: In addition to the conventional and accepted meaning, such term includes a vehicle meeting the minimum criteria and standards set forth in this article and utilized to provide wrecker services.

Sec. 26-301. - Purpose.

The purpose of this article is to establish acceptable standards and criteria for the provision of nonconsensual wrecker services to the city in the city's capacity as a

market participant by operators participating on the city's rotation log; provided, however, nothing herein shall obligate the city to the use of operators on the rotation log as the sole or exclusive means of providing wrecker services to the city and the city reserves the right to contract independently of the provisions of this article for wrecker services for any particular aspect of municipal operation it deems appropriate.

Wrecker services pursuant to the provisions of this article shall be administered by the department through the department's representative, who shall have authority to promulgate rules and regulations in furtherance and implementation of this article so long as they do not conflict with any provision hereof.

As regards wrecker services to the public, the terms hereof are not intended to and do not relate to the price, route or provision of consensual towing services as preempted by the Interstate Commerce Commission Termination Act (ICCTA) 1975, 49 USC §14501(c)(1). "Consensual towing or wrecker services" are defined as those situations where the vehicle owner expressly requests towing or wrecker services by a specific towing company and enters into a private contract with the towing or wrecker company for services.

Sec. 26-302. - Applications and conditions for participation.

(a) *Written request for participation on the rotation log.* Each applicant desiring to be placed on the rotation log shall file a written application with the department's designated representative.

(b) *Copy of rules and regulations.* The department's representative will furnish each such applicant with a copy of the rules and regulations pertaining to the operation of wreckers on the rotation log.

(c) *Investigation of applicant.* The department's representative will conduct an investigation of the applicant and applicant's wrecker business and determine if the applicant meets all requirements for participation on the rotation log. Applicant must furnish any additional information requested by the department's representative during the investigation.

(d) *Inspection of wreckers and equipment.* The applicant shall present and make available for inspection by the department's representative, all wreckers and equipment that are to be used by the applicant for the provision of wrecker services.

(e) *Certificate of insurance.* The applicant shall furnish the department representative with a certificate of insurance that indicates the policy numbers, policy period and the amount of coverage as required by this article.

(f) *Authorization, placement on list.* When the department's representative is satisfied that the applicant is qualified, he/she will place the applicant on the rotation log and so notify applicant.

(g) *Decal required.* A department decal will be placed on operator's wrecker in the lower right corner of the passenger window to indicate current inspection and eligibility to be on the rotation log.

(h) *Wrecker companies with same owner or majority stockholder considered one company.* Two (2) or more wrecker companies with the same owner/operator as the majority stockholder or partner shall be considered one operator and shall be placed only once on the rotation log.

Sec. 26-303. Operation.

The following conditions shall govern the conduct of operators on the rotation log:

(a) *Police department dispatch necessary, exception.* Except for private request for consensual wrecker services by the vehicle owner, no operator shall proceed to the scene without being dispatched to do so by the police department.

(1) No operator shall solicit business at the scene of an accident.

(2) All operators and drivers shall at all times conduct themselves and wrecker services in a reasonable and safe manner.

(b) *Obedience to traffic laws.* Each wrecker driver shall obey all state and municipal traffic laws when responding to a dispatch for wrecker service.

(c) *Rotation log participation.* Participation in the rotation log system shall be considered personal to the operator thereof and shall constitute authorization only to that definite legal entity operating a bona fide wrecker service and shall not be subject to transfer, nor shall the operator sublet, assign or permit the participation by another in any manner of operator's equipment, wreckers or name on the rotation log. Participation on the rotation log shall not constitute a property interest, but rather is a mere license.

(d) *Submission of daytime and nighttime telephone numbers.* Each operator shall furnish the police department communications center with one telephone number to be used for dispatches during the day and one telephone number to be used for dispatches during the night. Any changes in the aforementioned telephone numbers shall be immediately transmitted to the police department communications center. No pagers or answering machines are permitted as call out numbers.

(e) *Twenty-four-hour service.* Each wrecker operator shall maintain and be fully capable of providing twenty-four-hour, seven-day-a-week wrecker service.

(f) *Availability.* A wrecker operator shall not accept a dispatch for wrecker services from the rotation log unless the operator has a wrecker and the necessary equipment immediately available to perform the requested service.

(g) *Response with own wreckers.* The wrecker operator shall respond to a dispatch with its own wreckers and shall not send another wrecker service in response to a rotation log dispatch. If it appears to the operator, the city or department representative on the scene, that the operator is not capable to perform the required services or needs assistance, the operator may request that another operator be dispatched. Under such circumstances, the operator may designate the operator to provide assistance, if not the next operator on the log will be dispatched.

(h) *Response while impaired prohibited.* No driver of a wrecker shall respond to a dispatch when he or she is under the influence of alcoholic beverages, controlled substances or is otherwise impaired.

(i) *Restriction for conviction of crimes.* No operator or wrecker driver shall be on the rotation log who has been convicted of a felony or misdemeanor that involves theft, fraud, dishonesty, violence or driving under the influence of alcohol or drugs within the past five (5) years.

(j) *Proficiency.* All operators and wrecker drivers on the rotation list shall be proficient and competent in the operation of such wrecker.

(k) *Driver's licenses required.* No person shall be an operator or be allowed to operate any wrecker unless such person has a valid Alabama driver's license and a commercial driver's license, if required by law, issued by State of Alabama Department of Public Safety.

(l) *Reflective wear required.* All wrecker drivers shall wear reflective vests, coats or shirts while on the scene of any dispatch.

(m) *Attendance of hazardous material training sessions required.* All wrecker operators and all drivers shall attend hazardous material training sessions as required by the department's representative.

(n) *Removal of glass, debris, etc.* Operators shall remove glass and debris from the scene of a call and apply oil-dry if necessary.

(o) *Notice of acquisition of wrecker.* Each operator on the rotation log shall give notice to the department's representative of any wrecker acquired subsequent to placement on the rotation log. The department's representative will inspect the wrecker to determine if it meets all the criteria that are required by this article.

Sec. 26-304. Two separate logs are established as follows:

(1) *Regular haul log:* This log shall be in effect 24 hours a day, seven days a week for assignment by the police department to tow up to three-quarter-ton vehicles for those persons who have no preference as to the company to use; and

(2) *Large haul log:* This log shall be in effect 24 hours a day, seven days a week for assignment by the police department to tow vehicles over three-quarter-ton for those persons who have no preference as to the company to use.

Sec. 26-305. Standards and requirements

(a) *Number, capacity and wrecker standards.* Each operator shall maintain a minimum of three (3) operational wreckers ready for immediate response to a dispatch, which shall be well-maintained and in good condition at all times. All wreckers shall be based at operator's facility within the corporate limits or police jurisdiction of the city.

(b) *Equipment necessary for all wreckers.* Each wrecker shall have on it, at all times, the following equipment and items:

(1) All equipment necessary for the towing vehicle or combination of towing vehicle and towed vehicle must comply with the applicable requirements of 49

C.F.R. §§ 390-399, of the Federal Motor Carrier Rules and Regulations, as the same currently exist or as they may be amended in the future. Any future amendments of the Federal Motor Carrier Rules and Regulations which results in a conflict with the additional requirements contained in this section shall be resolved in favor of compliance with the Federal Motor Carrier Rules and Regulations.

(2) Certification: A garage or mechanic licensed to do business in the City, who is not an owner, employee or otherwise connected with any wrecker company regulated by this article, must inspect and issue a certificate upon inspection that all wreckers of the wrecker company are in safe operating condition, the following mechanical functions and systems are in proper working order and each wrecker of the company has the following additional equipment in the vehicle:

- (a) Wheels: Bearings, lugs;
- (b) Tires: Front left and right (no recap) minimum tread depth 5/32; rear left, outside and all drive tires minimum tread depth 4/32;
- (c) Brakes: Master cylinder; fluid level, leaks; wheel cylinder; brake hose and lines; hydrovac and lines; vacuum or air tanks; parking brake; vacuum or air gauge and buzzer or light; brake pedal fade; pedal pads, if factory equipped; adjustment; brakes;
- (d) Exhaust system: Exhaust manifold; exhaust pipe; muffler; tail pipe;
- (e) Rear end: springs, shackles and clamps; leaks;
- (f) Clutch and transmission; Adjustment, release;
- (g) Body: Seats securely fastened and in good condition; no broken glass in any window, and no broken or cracked glass in any windshield which obstructs the driver's vision; mirrors, left and right; wipers, windshield washers; horn; fire extinguisher; markings; driver's and passenger seat belts; flags and flares; sun visor for driver;
- (h) Steering: Steering arm; tie rod-ends and drag-link; front springs, shackles and clamps; sector to frame mounting; steering free play;
- (i) Most current edition of the Department of Transportation Emergency Response Guide Book.

(3) Each wrecker shall be equipped with factory installed one-ton capacity dual wheels. Dummy wheels are prohibited.

(4) Each wrecker shall be equipped with a power winch, winch line, and boom with a factory rated lifting capacity, or a tested capacity, of not less than 8,000 pounds single line capability. At the time of application, the wrecker operator shall

provide documentation of lifting capacity from the factory or qualified testing facility.

(5) Appropriate equipment shall be attached to each wrecker in order to prevent any vehicle being hauled or towed from being further damaged by coasting, rocking, swinging, or slamming into the wrecker or any part thereof.

(6) Each wrecker shall have the following standard equipment: Tow bar; safety chains; operating, fully charged 5-B.C. rated fire extinguisher mounted in an easily accessible location; wrecking bars; brooms; shovel; axe; dolly; at least three reflective road warning devices; a minimum of 20 pounds of oil dry; and a minimum of 100 feet of three-eighths-inch diameter or larger steel cable.

(7) Yellow emergency lights shall be affixed above the top of the cab of the wrecker. The warning lights shall be visible from a distance of not less than 1,500 feet under normal atmospheric conditions at night. At least one light bar with rotating beacon or strobe light on every end visible from three hundred sixty (360) degrees. All light systems must be visible for a minimum distance of five hundred (500) feet. Sirens are prohibited.

(8) The name, address, and telephone number of the wrecker operator shall be permanently affixed to and prominently displayed on both sides of the wrecker, using letters and numerals of a contrasting color than the rest of the vehicle that are clearly visible from a distance of 100 feet. The lettering used for the operator name shall be at least four inches tall and the lettering and numerals used for the address and telephone number shall be at least two inches tall.

(9) The wrecker company shall not place or imprint on its vehicles, buildings, equipment, clothing, advertisements, or correspondence anything suggesting or implying any official relationship between the wrecker company and the City. Without limitation, the wrecker company shall not use any colors or paint schemes similar to those used by the police department; decals similar in design to department decals; any logo similar to those employed by the City or any of its departments; or any other language or wording which would cause the general public to believe the wrecker is owned or operated by the City.

(10) Each wrecker shall be properly equipped with clearance and marker lights and all other equipment as required by law.

(11) Each wrecker shall be equipped with warning devices, as the same are required by law applicable to trucks.

(12) Each wrecker shall be equipped with dual rear adjustable floodlights with a minimum of 20,000 candlepower each.

(13) Two-way communication equipment, other than a citizen band radio, between the wrecker and the wrecker's dispatch.

(c) *Equipment necessary for large wreckers.* In addition to the requirements contained in subsection (b), large wreckers, as defined herein, are required to be equipped with the following additional items and equipment:

(1) Air control valve or an electrical break capability with an electrical break control box for the purpose of providing braking capability for the vehicle or trailer being towed or removed.

(2) Two chock blocks to prevent rolling or slippage of the wrecker. These chock blocks should have the capability of being secured firmly to the wrecker and should be of a width equal to that of the dual wheels of the wrecker.

(3) A minimum of 200 feet of five-eighths-inch steel cable on multiple drums.

(4) Air brakes constructed to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.

(5) One pair of bolt cutters with a minimum one-half-inch opening.

(6) A minimum total of two operating, fully charged 10-B.C. rated fire extinguishers mounted in easily accessible locations.

(7) External air hookups and hoses.

(8) At least six reflective road warning devices.

(9) A minimum of 50 pounds of oil dry.

(d) *Name, address and telephone number.* The name, address and telephone number of the operator shall be permanently affixed and prominently displayed on both doors of each wrecker.

(e) *Current inspection sticker.* No operator will be permitted on the rotation log without a current inspection sticker issued by the city police department.

Each wrecker shall have a current city inspection decal visibly displayed on the right corner of the passenger window.

(f) *License required.* All operators shall be duly licensed by the city revenue department pursuant to chapter 14 of the city Code and comply with all applicable state, federal and local laws.

Sec. 26-306. Facilities.

(a) Each operator shall have space available for the storage of vehicles resulting from rotation log dispatches, either on the site of the operator's business or within two (2) road miles thereof; provided, however, such requirement shall not apply to operators on the rotation log as of the effective date of this article if they are otherwise in compliance with the provisions herein. Such storage area must be well lighted and with a minimum area of ten thousand (10,000) square feet, enclosed by a six-foot chain link fence or more and a locked gate. This storage area must be suitable for properly accommodating and protecting all motor vehicles and their contents against damage or theft. This minimum space must be used by the operator to store vehicles that are towed as a result of a rotation log dispatch.

(b) The wrecker company's principle and primary physical and business location shall be within the corporate limits of the City of Opelika.

(c) All operators of wrecker services on the rotation log shall reasonably permit, during normal business hours, without charge, the owner or owner's designated representative of any vehicle stored upon or within the operator's facilities, to inspect the same, remove items of personal belongings and the vehicle tag therefrom. In addition, the operator shall also reasonably permit and allow, during normal business hours, without charge, insurance agents, adjusters, and/or law enforcement officers to enter, inspect and photograph any such vehicles.

Sec. 26-307. Records.

(a) Each operator shall maintain accurate records reflecting all wrecker services performed pursuant to this article. Each record of wrecker service shall include the following information:

- (1) The date and time the operator was contacted and requested to perform the service.
- (2) The name of the person requesting the service.
- (3) The location of the vehicle.
- (4) A description of the towed vehicle, including license tag and identification number.
- (5) The owner or driver of the vehicle, if known.
- (6) The service charge and fees.
- (b) All records required herein must be available during normal business hours for inspection by the city representatives.
- (c) The operator shall maintain the aforementioned records for the current calendar year and the preceding calendar year.
- (d) A record of all abandoned motor vehicles is to be maintained by the wrecker company and any abandoned motor vehicle sold or disposed of by operator shall be in accordance with Alabama Code §§ 32-13-1 through 32-13-8 (1975).

Sec. 26-308. Insurance.

- (a) Every operator assumes full responsibility and liability for any injury to persons, damage to property, fire or theft resulting from the operator's negligent acts or omissions.
- (b) Each operator shall maintain a liability insurance policy or policies issued by an insurance company currently authorized to issue policies of insurance covering risks in the state. The aforementioned insurance policy shall protect the public against loss of life, bodily injury to the person and damage to the property and shall name the city and its officers, agents and employees, as additional insureds. The coverage shall be for the following amounts:
 - (1) Not less than one hundred thousand dollars (\$100,000.00) for bodily injury to any one person.

(2) Not less than three hundred thousand dollars (\$300,000.00) for bodily injury in any one accident.

(3) Not less than one hundred thousand dollars (\$100,000.00) for damage to property.

(4) Not less than twenty thousand dollars (\$20,000.00) in garagekeeper's legal liability, which must include fire, explosion, theft, riot and civil commotion, vandalism, collision with a deductible no greater than five hundred dollars (\$500.00).

(c) Each policy required herein shall contain an endorsement providing for thirty (30) days' written notice to the legal department of the city prior to any material change therein or cancellation thereof.

(d) A copy of the certificate of insurance is to be filed with the legal department of the city.

Sec. 26-309. Rotation log.

(a) An operator shall promptly respond to a dispatch and arrive with a wrecker on the scene within thirty (30) minutes under normal driving conditions. If an operator is not capable at the time of dispatch to respond, it shall immediately notify the department's communication center of this fact. The operator will be passed over for that rotation and the dispatch will go to the next operator on the rotation log.

(b) When an operator responds to a dispatch, but renders no wrecker services, the operator will not lose its position on the rotation log.

(c) An operator that has received a dispatch must arrive on the scene with a wrecker within thirty (30) minutes of the dispatch, under normal driving conditions; provided, however, if the operator notifies the city's communications center of a delay and of a reasonable time of arrival on the scene, the operator may take up to fifteen (15) additional minutes to arrive. If the operator does not arrive on the scene on time or if the public health, safety and welfare necessitate more expeditious action, the police department reserves the right to request the services of the next operator on the rotation log. Under these circumstances, the operator who received the first call will forfeit its position on the rotation log for that turn. Any operator that is late in responding to dispatches for wrecker service without justification may be subject to penalties as provided herein.

(d) When emergency conditions necessitate, the city reserves the right to request the services of the operator who, in the city's opinion, is best able to handle the situation and/or can reach the scene most expeditiously, regardless of the operator's position on the rotation log. If a dispatch is made under these circumstances, the operator making such a response will not forfeit their respective position on the rotation log.

(e) Upon written request, the police department will furnish an operator with a monthly report of the department's rotation call-out log.

(f) The department's representative has the right to inspect any wrecker or equipment of an operator on the city's rotation log at any time to ascertain if it is being maintained and all required equipment is on the wrecker and in proper operating order.

(g) All operators on the rotation log shall have their wreckers and equipment inspected annually by the department's representative. A current inspection sticker will be issued by the department.

Sec. 26-310. Penalties.

(a) Violation of any rule, regulation or provision of this article as it relates to wrecker services for rotation log dispatches may be cause for suspension or removal of the operator from the rotation log. The department representative shall notify the operator in writing of a violation and the applicable penalty.

(1) Upon receipt of notification, the operator may, within fifteen (15) days thereof, deliver a written request to the department's representative for a hearing to be held before the city council. The receipt of a written request by the department's representative for a hearing within the prescribed time shall stay the penalty pending final disposition unless it is determined by the chief of the department that it would endanger public safety to allow said operator to continue on the rotation log.

(2) A hearing shall be held within fourteen (14) days after the filing of a written request for a hearing before the city council. The department's representative shall notify the operator of the time, date and place of the hearing. At such public hearing, the operator shall be provided an opportunity to be heard. The city council may hear from city representatives and any others who may have relevant information.

(3) The city council shall render a decision by resolution within ten (10) days from the date of such hearing. Such resolution shall set forth the decision of the city council and the reasons for the same.

(b) The department will reinstate to the rotation log a suspended operator upon written application after the period of suspension has elapsed and after the department has determined that such operator is in compliance with all regulations of this article.

Reinstatement to the rotation log by any suspended operator shall be conditioned upon the payment of a reinstatement fee of one thousand dollars (\$1,000.00).

(c) If any violations of the regulations or provisions of this article are deemed by the city representative to be of such a nature as to endanger public safety, the department shall immediately suspend from the rotation log the operator committing such violation, then provide notice pursuant to the provisions of subsection (a) above.

(d) No applications for reinstatement to the rotation log resulting from violation of these regulations will be considered by a transferee of the suspended operator's business interest unless such transfer was the result of a bona fide sale of a majority of the assets of the business for a reasonable consideration. All documents demonstrating the same must be provided to the department's representative.

(e) Penalties. The following penalties shall be assessed for violations:

First violation:	Written warning
Second violation within 12 months:	Thirty-day suspension
Third violation within 12 months of 1st:	Six month suspension
Fourth violation within 12 months of 2nd:	One year suspension
Fifth violation within 12 months of 3rd:	Permanent suspension

Enhanced penalties; penalties for violations involving failure to arrive on the scene of a dispatched rotation log call, charging in excess of the rates established herein or any infraction which jeopardizes the safety of the public, depending upon the severity thereof, may be accelerated up to and including permanent removal without following the above progressive penalty steps. There shall be no written warnings for any of

such violations and the minimum penalty therefor shall commence with a thirty-day suspension unless accelerated.

Sec. 26-311. - Rates and charges.

The maximum fees for wrecker services provided by any wrecker service operator on the rotation log in regard to services provided as a result of a dispatch shall not exceed the following amounts per wrecker, which include operator, unless otherwise indicated (see note):

A. Normal service-Two-axle vehicle (10,000 lbs. or less)\$150.00

B. Normal service-Two-axle vehicle more than 10,000 lbs., less than 26,000 lbs.\$175.00

C. Normal service-Two-axle vehicles, more than 26,000 lbs.\$275.00

Note: Normal service includes cleaning of debris from roadway, pickup and towing of vehicle to any destination not to exceed ten (10) miles from the scene of the call and disconnect.

D. Large wrecker rates and charges (Eighteen wheeler, motor home or RV)

1. Regular HR. Tow-Tractor Only \$250.00 + \$3.50 per mile (one way)
2. Regular HR. Tow-Tractor & Trailer \$300.00 + \$4.00 per mile (one way)
3. After HR. Tow-Tractor Only \$300.00 + \$4.00 per mile (one way)
4. After HR. Tow-Tractor & Trailer \$350.00 + \$4.50 per mile (one way)
5. Holiday Tow-Tractor Only \$450.00 + \$4.50 per mile (one way)
6. Holiday Tow-Tractor & Trailer \$500.00 + \$5.00 per mile (one way)
7. Regular HR. Tow-Motorhome \$500.00 + \$5.00 per mile (one way)
8. After HR. Tow-Motorhome \$550.00 + \$6.00 per mile (one way)
9. Holiday Tow-Motorhome \$550.00 + \$7.00 per mile (one way)
10. Accident/Rollover Rates:
 - (i) Regular HR-1 Truck/1 Operator \$400.00 first hr. & \$450.00 each hr. thereafter-extra man @ \$107.00 per hr. each man.
 - (ii) After HR-1 Truck/1 Operator \$450.00 first hr. & \$400.00 each hr. thereafter-extra man @ \$160.00 per hr. each man.
 - (iii) Holiday-1 Truck/1 Operator \$550.00 first hr. & \$500.00 each hr. thereafter-extra man @ \$214.00 per hr. each man.

E. Oil dry Included in normal service

F. Righting of two-axle vehicle under 10,000 lbs.\$50.00

G. Righting vehicle in excess of 10,000 lbs. or with more than two (2) axles not to exceed 26,000 lbs., per hour\$150.00

- H. Righting vehicle in excess of 26,000 lbs., per hour\$275.00
- I. Winching two-axle vehicle less than 10,000 lbs., per hour\$50.00
- J. Winching vehicle in excess of 10,000 lbs., per hour\$150.00
- K. Winching vehicle in excess of 26,000 lbs., per hour\$275.00
- L. Righting or lifting vehicle by airbag, per pound lifted\$0.035
- M. Forklift services shall be at commercial rental rates plus ten (10) percent per hour (not including operator).
- N. No keys to vehicle Included in normal services
- O. Vehicle storage rates:
 First 24 hoursNo charge
 Second 24 hours\$30.00
 Each day thereafter\$30.00
- P. After hours vehicle release\$35.00

Notes:

(1) The rates and charges as established herein do not relate to or regulate consensual wrecker services, being those situations where the vehicle's owner expressly requests towing or wrecker services by a specific towing company and enters into a private contract with the towing or wrecker company for services.

Section 2. That Chapter 26 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding an article to be numbered XI, which said article shall read as follows:

**ARTICLE XI. TOWING AND STORAGE OF MOTOR VEHICLES
(Nonconsensual Towing)**

Sec. 26-325. Findings.

The City Council has found that some members of the public and their property have been placed at risk in circumstances where their motor vehicles have been towed without their consent and placed in storage because of a variety of factors including, but not limited to, unfair and predatory towing and pricing practices, inadequate notice of when vehicles are subject to towing, unreasonable prices for towing and storage, and lack of adequate recourse in the event of improper towing or storage, among others. Since these activities involve commercial enterprises utilizing city streets and rights-of-way for private profit and based upon the foregoing, the city council has concluded that the

regulations provided for by this chapter are required to protect the public health, safety and welfare generally, and particularly the safety of those members of the public whose motor vehicles have been towed without their consent and stored, as well as the public interest in ensuring that the prices charged for nonconsensual tows occurring in instances when motor vehicles are trespassing on private property are fair and reasonable. This ordinance is enacted and adopted pursuant to section 220 of the State of Alabama Constitution of 1901; Code of Ala. 1975 § 11-49-1 and the exemption provided to a political subdivision of the state as set forth in 49 USCA § 14501(c)(2)(C) which grants to such governing authority the right to regulate the price of for-hire motor vehicle transportation by a tow truck if such transportation is performed without the prior consent or authorization of the owner or operator of the motor vehicle.

Sec. 26-326. Definitions.

(1) *Motor vehicle*. Every self-propelled vehicle which is designed for use upon a highway, including trailers and semitrailers designed for use with the vehicles.

(2) *Owner/operator*. For the purposes of this section, an owner/operator is defined as a person other than the lienholder, possessing or holding title to a vehicle. The term includes a person entitled to the use and possession of a vehicle which can be subject to the business or commercial interest of another, permission, rental, lease, or security interest in another person or entity.

(3) *Repossessor* shall mean any person in the business of providing repossession services to others or who performs repossessions on its own behalf, and includes, but is not limited to, officers, managers, agents or employees thereof.

(4) *Storage fee*. The compensation payable for the storage of a towed motor vehicle that has been stored at or in a facility owned, operated, leased or used by a tow truck service or any other business entity which owns or operates a tow truck.

(5) *Towing fee*. The compensation payable for the towing of a motor vehicle.

(6) *Tow, tows, or towing*. The act of removing, by tow truck, a motor vehicle from privately-owned property within the city where it is parked. The preparation, maneuvering, attachment and or loading onto the towing and recovery operator's tow truck for removal does, for purposes of this chapter, constitute a "tow" or "towing."

(7) *Towing and recovery operator.*

(a) A person, business or any other entity engaged in the business of (1) removing disabled vehicles, parts of vehicles, their cargoes, and other objects to facilities for repair or safekeeping and (2) restoring to the highway or other location where they either can be operated or removed to other locations for repair or safekeeping (3) vehicles that have come to rest in places where they cannot be operated. The term includes any employee, authorized agent or legal representative of such individual or entity.

(b) Any person, business or any other entity who in any way advertises, portrays, acts, claims or holds themselves out to be a towing and recovery operator or in any way conveys the impression that they are engaged in services of providing towing and recovery of vehicles shall be deemed to be engaged in towing and recovery services.

(c) Any business, corporation, individual or any other person or entity who is not engaged in the primary business of towing vehicles but who either owns, rents or utilizes a tow truck, whether licensed by the city or not, for the purpose of removing or towing vehicles from private property, including their own and removing such vehicles to place or places owned, controlled, leased, rented by such individual, business or entity or by agreement with another.

(d) The term does not, for purposes of this chapter, include a business, individual or any other entity that removes motor vehicles from public streets and other locations, pursuant to a contract with the city or the city's rotation wrecker program as set forth in article X <<https://www.municode.com/library/>> chapter 26 of the City Code.

(8) *Tow truck.* A motor vehicle for hire (1) designed to lift, pull, or carry another vehicle by means of a hoist or other mechanical apparatus and (2) having a manufacturer's gross vehicle weight rating of at least seven thousand (7,000) pounds. "Tow truck" also includes vehicles designed with a ramp on wheels and a hydraulic lift with a capacity to haul or tow another vehicle, commonly referred to as "rollback."

Sec. 26-327. Applicability.

This article applies (1) to the towing, by a towing and recovery operator, of motor vehicles from privately-owned property within the city without the consent of the vehicle owner or driver, (2) to the fees that are charged for such towing of vehicles, and (3) to the fees that are charged for the storage and retrieval of such towed vehicles. This article does not apply to the consensual towing of motor vehicles nor from public streets and other locations that is performed pursuant to a contract with the city, or to the storage of such vehicles.

Sec. 26-328. Compliance with state and municipal licensing requirements.

(a) All towing and recovery operators and all tow trucks engaged in business in the city shall comply with state and the city licensing requirements imposed by the state and the city, and shall provide evidence of such upon request by any representative of the city authorized to enforce the provisions of this chapter.

(b) The city representative responsible for the enforcement of the provisions of this article shall be the Opelika Police Department.

Sec. 26-329. Removal of trespassing motor vehicles.

(a) The owner, operator, or lessee, or authorized agent thereof, of any property, may have any vehicle occupying the property without the permission of its owner, operator, lessee, or authorized agent thereof, removed by towing to a storage facility until reclaimed by the owner or his agent provided the provisions of this chapter are complied with, as well as the following:

(1) Signs shall be posted and affixed on the property and located in prominent and conspicuous locations so as to provide clear and legible notification that vehicles parked without permission will be towed.

a. For parking areas connected to a public street, signs shall be placed prominently and conspicuously at such entrance within five (5) feet of the public right-of-way line. If more than one entrance or curb cut exists from the same street frontage, signs may be posted at the farthest distance between the street entrance or curb cut.

b. For parking areas that are connected to the public right-of-way without intervening curbs or other access barriers and directly in front of or abutting one or more buildings, signs shall be placed at both ends of the parking area and either attached to the building or posted at intervals in the parking area at a distance of fifty (50) feet or less.

c. For parking areas which do not conform nor meet the configurations described in subsections a. and b., property owners may consult with the Opelika Police Department to determine appropriate locations for signage as described herein.

d. Signs shall be posted and affixed to buildings on the property and at such locations thereon which clearly, conspicuously and legibly disclose and identify that any such vehicle parked without permission on said property will be towed.

e. The notice shall also provide the name and current telephone number of the person or firm towing or removing the vehicles, if the property owner, lessor, or person in control of the property has a written contract with a wrecker service.

f. The sign shall not exceed four (4) square feet in area and must be light reflective. The notice shall clearly indicate, in not less than two-inch-high letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "tow away zone" shall be included on the sign in not less than four-inch-high letters. For a commercial or business (including shopping center and retail) parking lot or facility, in addition to the words "tow away zone," the words "no overnight parking" shall be added to the sign in not less than two-inch-high reflective letters.

g. The sign structure containing the required notices shall be permanently installed with the bottom of the sign not less than four (4) feet above ground level, and be continuously maintained on the property for not less than twenty-four (24) hours prior to the towing or removal of any vehicles.

h. Where parking for residential or multifamily properties are immediately adjacent to parking for commercial or retail properties where no distinguishing barriers or identification for the respective parking exists, the property owners shall take such reasonable measure to identify each such adjoining parking space as restricted parking for their tenants or clientele.

(2) The foregoing requirement for signs shall not apply on any parcel of property used at the time of removal for one single-family residence or one two-family residence; and provided further, however, that parking spaces parallel to or at an angle to a public street and entered directly from a public street shall be deemed to be providing signs properly when the signs are placed along the sidewalk (or in a similar location when there is no sidewalk) adjacent to the space or row of spaces and there is at least one of the signs required by this chapter within forty feet of each such space.

(3) The towing and recovery operator performing the tow shall comply with the following:

a. Authorization of the owner, operator, or lessee of the property from which the vehicle is towed, or the authorized agent thereof. For the purposes of this subsection, "authorized agent" shall not include a representative of the towing and recovery operator.

b. The tow operator shall receive a signed authorization from the property owner or their agent prior to the towing of the vehicle and the property owner or their agent must also be present when the vehicle is towed.

c. Prior to performing the tow, the tow operator shall contact the Opelika Police Department and inform the department of the removal of the vehicle providing the Department with the following information if visible and present on the vehicle, vehicle identification number (VIN), license plate number, decal number and year. In addition, the make, model, year, color and location from where the vehicle is towed and the location of where the vehicle is to be towed is also to be provided.

d. The towing and recovery operator, and the owner, operator, or lessee of the property, shall maintain for public inspection at its business offices, and at the property, respectively, copies of all documents which authorized the operator to tow any motor vehicle from the property.

(4) The owner, operator, lessee or authorized agent of the property shall obtain and retain the following:

a. Photographs or videos of the vehicle in the location from which the vehicle is being towed;

- b. Photographs or videos of the condition of the vehicle prior to the tow; and
- c. To the extent available, other documentary evidence substantiating the reason for the removal.

(5) The tow truck used to perform the tow shall include the name, street address, and telephone number of the towing and recovery operator in a conspicuous location on the exterior of the truck.

(b) This section shall not apply to public safety and public health vehicles or where a vehicle, because of a wreck or other emergency, is parked or left temporarily on the property of another.

Sec. 26-330. Notice.

(a) Immediately subsequent to a trespassing vehicle being removed or towed as permitted by this article, notice of this action shall be provided in person or by facsimile by the towing and recovery operator to the Opelika Police Department desk officer or such other officer as may be designated by the police department. Such notice shall include the following information:

- (1) The name of the towing and recovery operator removing vehicle;
- (2) A description of the vehicle towed including year, make, model, color and if visible and present on the vehicle the vehicle identification number (VIN), license plate number, decal number and year;
- (3) The location of trespassing vehicle and the date and time of the tow;
- (4) The location of the storage facility to which the vehicle was towed; and

(5) The name and address of the individual and/or entity who authorized the tow.

(b) Failure by a towing and recovery operator to report such tow as required by this section shall constitute a traffic infraction punishable by a fine of not more than one hundred dollars (\$100.00). Such failure to report shall limit the amount which may be charged for the storage and safekeeping of the towed vehicle to an amount no greater than that charged for one day of storage and safekeeping.

Sec. 26-331. Storage facilities.

(a) All towing and recovery operators engaged in towing vehicles without the consent of their owners shall conspicuously display at their main place of business and at any other storage facilities where towed vehicles may be reclaimed, in locations readily visible to those reclaiming vehicles, signs that clearly and legibly provide the following information:

(1) A comprehensive list of all their fees for towing, recovery, and storage services as related to the charges allowed by this ordinance. Charges in excess of those posted shall not be collectable from any motor vehicle owner whose vehicle is towed or stored without his consent;

(2) The maximum fees permitted to be charged by this article;

(3) That payment may be made by cash, traveler's check, money order, insurance company check, or debit, credit or charge card;

(4) That a receipt shall be provided;

(5) That the vehicle owner shall have the opportunity to inspect the vehicle for damage prior to payment and a tow company or tow truck operator shall not require a vehicle owner to sign any waiver of the owner's right to receive compensation for damages to the owner's vehicle as a condition of the vehicle's release.

(6) The non-emergency telephone number of the police; and

(7) The business telephone number of the city official responsible for handling consumer complaints.

(b) The fees authorized by this article shall be the maximum allowed and an additional fee for use of a debit, credit or charge card, or other form of payment, shall not be permitted.

(c) Towing and recovery operators shall make change, up to one hundred dollars (\$100.00), for those who pay in cash for towing and storage charges applicable to vehicles towed under the provisions of this article.

(d) Storage facilities to which vehicles towed under the provisions of this article are towed shall provide for the release of any vehicle towed to said facility twenty-four (24) hours a day.

(e) Storage facilities to which vehicles towed under the provisions of this article are towed shall be located within the city.

(f) In the event that a vehicle is towed from the city and stored in or released from a location in another locality, the provisions of this article shall apply.

Sec. 26-332. Receipt required.

At the time a vehicle owner or agent reclaims a towed vehicle, the towing and recovery operator shall provide a written receipt that contains the following information:

(a) The name and address of the towing and recovery operator;

(b) The address from which the vehicle was towed;

- (c) The date and time that the vehicle was towed;
- (d) The date and time that the vehicle entered the facility at which it was placed for storage;
- (e) An itemized list of all the fees that are being charged; and
- (f) A signature of an authorized representative of the towing and recovery operator.

In addition, the towing and recovery operator shall provide to the vehicle owner or agent an information sheet or card supplied by the city regarding information about how to file a complaint with the city.

Sec. 26-333. Fees.

- (a) Charges imposed for the towing, storage, and safekeeping of any vehicle removed, towed, or stored without the consent of its owner shall not be in excess of the maximum charges provided for in this section.
- (b) The maximum fees that may be charged for the towing of motor vehicles and for the storage of such towed vehicles are as follows:
 - (1) For the towing of a motor vehicle weighing less than twenty-six thousand (26,000) pounds, the maximum fee shall be one hundred sixty dollars (\$160.00).
 - (2) For the towing of a motor vehicle weighing more than twenty-six thousand (26,000) pounds, the maximum fee shall be three hundred twenty-five dollars (\$325.00).
 - (3) For the storage of a towed motor vehicle, the maximum fee for each twenty-four-hour period of storage or portion thereof shall be thirty dollars (\$30.00); provided, that no storage fee may be charged for the first twenty-four (24) hours of storage, or any portion thereof, following the arrival of a towed vehicle at the tow operator's storage facility

storage yard. The storage fee shall only apply if the vehicle has been located on the tow operator's storage yard at the address and location that is subject to the annual inspection by the police department and likewise listed on the tow operator's business license at its principal place of business for more than twenty-four (24) hours.

(4) If in the opinion of the tow operator and or its agent, the driver or the operator of the vehicle, whether the owner or agent thereof, appears to be impaired or potentially intoxicated to the extent that they may not be able to safely operate a vehicle, the tow operator and or its agent shall contact the Opelika Police Department and the responding officers shall, upon investigation and observation of the driver, owner, agent of the owner or party seeking the release of the vehicle, determine if the vehicle is to be released to the driver, owner, agent of the owner or party seeking its release. In the event that the officer shall determine in their opinion that the driver, owner, agent of the owner or party seeking the vehicle's release is impaired to such an extent that they cannot safely operate a vehicle, the vehicle shall not be released and the officer shall document that the tow operator and or its agent complied with the requirements of this article. In such event the tow operator and or its agent may charge the thirty dollar (\$30.00) storage fee provided that the vehicle has been stored for longer than twenty-four (24) hours at the storage yard at the address and location that is subject to the annual inspection by the police department and likewise listed on the tow operator's business license as its principal place of business.

(c) Except for fees authorized by this article, no other fees or charges shall be imposed during the first twenty-four-hour period.

(d) If the owner of a motor vehicle or agent thereof is present and capable of removing the vehicle before the towing of said vehicle has transpired, the vehicle shall not be towed and no fee shall be charged. However, if the owner of a motor vehicle or agent thereof is present after the owner's motor vehicle has been:

(1) Actually and physically moved and or maneuvered from its parking place by placing a vehicle or vehicles on two (2) or more go jacks, provided that the tow operator has a wrecker or tow truck located and present on scene that can immediately tow each such vehicle or vehicles. It shall be unlawful to place any vehicle or multiple vehicles on go jacks and hold or withhold the vehicle or vehicles from their owner or agent if each vehicle cannot be immediately towed by a tow truck or wrecker present on scene or until a tow truck or wrecker is available to tow them;

(2) Lifted by tow line or cable;

(3) Loaded onto the towing and recovery operator's tow truck;

The maximum fee of one hundred sixty dollars (\$160.00) as allowed pursuant to subsection (b)(1) shall apply. However the mere arrival of the tow operator's truck or vehicle and or employee(s) shall not be considered as acts, circumstances or justification to tow the vehicle. The placement of obstacles either in front or the rear of the vehicle and or blocking the removal of the vehicle with the operator's tow truck or any other vehicle or blocking the removal of the vehicle by the tow operator, its officers, agents, servants or employees, shall not be considered as acts, circumstances or justification to tow the vehicle and the engagement or use of any such acts shall be unlawful. It shall be unlawful for any tow operator its officers, agents, servants or employees to disable or immobilize any vehicle prior to towing the vehicle.

(e) No storage fees shall be charged if the tow operator its officers, agents, servants or employees have entered into any agreement with any party to lease or to otherwise use any parcel of property or land for the purpose of towing vehicles to places or locations other than the tow operators storage yard as identified in section (b)(2) in order to temporarily store or park vehicles regardless of the hour of day or night. A tow operator may not use any public right-of-way for the purpose of temporarily storing or parking towed vehicles for the purpose of removing multiple vehicles from locations in an attempt to save time from towing vehicles to the tow operator's storage yard.

(f) Any vehicle towed pursuant to this article shall be released by the tow operator within one hour or less when contacted by the owner of any such vehicle towed and payment of the charges due pursuant to this section subject however to the provisions of section (b)(3).

Sec. 26-334. Manner of payment.

Towing and recovery operators shall accept payment for towing fees, storage fees, retrieval fees and the "in lieu of towing" fee provided for in this chapter in each of the following ways:

(a) Cash in United States currency;

(b) Insurance company check;

- (c) Travelers' checks or money orders payable in United States currency; and
- (d) Any debit, credit or charge card that the towing and recovery operator is authorized by the issuing credit or charge card company to accept, and that is accepted by the towing and recovery operator in the ordinary course of business.

Sec. 26-335. Records.

- (a) Every towing and recovery operator shall maintain a record of the following information for each motor vehicle that it has towed from a location within the City:
 - (1) The date and time that the vehicle was towed;
 - (2) The date and time that the vehicle entered the facility at which it was placed for storage;
 - (3) The make, model, year, VIN number, and license plate number of the vehicle;
 - (4) The address of the property from which the vehicle was removed;
 - (5) the name and address of the person and or entity who authorized the tow;
 - (6) Video or photographs taken at the time of the tow if provided by the property owner;
 - (7) The towing and storage fees actually charged;
 - (8) The date and time the vehicle was reclaimed, and by whom; and
 - (9) A copy of the receipt provided to the vehicle owner or agent.

(b) Such record shall be maintained for a period of at least two (2) years from the date of each tow, and shall be made available, during normal business hours, for inspection and copying by any representative of the city authorized to enforce the provisions of this article. In addition, the portion of such log or record pertaining to a particular motor vehicle shall be made available, during normal business hours, for inspection and copying by the owner of the vehicle or the owner's authorized representative.

Sec. 26-336. Reports of repossession required.

(a) Every wrecker who repossesses a motor vehicle within the City limits shall notify the Opelika Police Department within one hour after the repossession is completed.

(b) At the time of repossession, every wrecker company operator or reposessor who repossesses a motor vehicle within the City limits shall be required to have official paperwork authorizing the repossession of the vehicle on his/her person. The authorizing paperwork should include, at a minimum: the name of the authorizing entity, the name of the person/entity believed to be in possession of the vehicle, and a description of the vehicle to include tag number and Vehicle Identification Number.

Sec. 26-337. Conflict with state law.

In the event any provisions of this article shall be in conflict with the codified laws of the state, the codified laws of the state shall be given precedence.

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

Section 4. **Conflict.** All ordinances or parts thereof which are in conflict with the provisions of this Ordinance are hereby repealed in their entirety to the extent of such conflict.

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

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK