



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
November 17, 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
 1. Kensley Carter and LaMontez Pollard from Carver Primary School.
5. READING OF MINUTES
 1. Minutes from the 11-3-15 CM.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Monthly Building Permit Reports - October, 2015
 2. Recognize 20<40 class member - Kenneth Graves.
 3. Proclamation recognizing Small Business Saturday.
 4. Recognition of the OHS students for High Academic Achievement, AP exams.
 5. Recognition of Kevin Lazenby, National Merit Semifinalist.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request for the 47Th Annual Collinwood Luminaries.
 2. Request for Annual Victorian Front Porch Tour.
 3. EAMC Request, Temporary Street Closure on Friday, 11-20-15.
 4. Public Hearing Weed Abatement Assessment - 203 Morris Ave
 5. Public Hearing Weed Abatement Assessment - 2900 Waterford Blvd
 6. Public Hearing Weed Abatement Assessment - 1108 Chandler Ave
 7. Public Hearing for Demolition - 214 Byrd Avenue
 8. Public Hearing, Rezoning 11.27 Acres on Spring Drive, R-3 to I-1.
12. AWARDING OF BIDS

13. RESOLUTIONS

1. Expense Reports from Various Depts.
2. Designate City Personal Property Surplus and Authorize Disposal.
3. Meters & Equipment for Tantalus TUNet Smart Grid System - OPS
4. Weed Abatement Assessment - 203 Morris Ave
5. Weed Abatement Assessment - 2900 Waterford Blvd
6. Weed Abatement Assessment - 1108 Chandler Ave
7. Order for a Demolition - 214 Byrd Avenue
8. Agreement with AU, Award for ADEM Recycling Grant - SW
9. Motorola Maintenance Services for 800 MHz Communication System
10. Annual Appropriation Contract, Downtown Redevelopment Authority.
11. Annual Appropriation Contract, Museum of East Ala.
12. Annual Appropriation Contract, Keep Opelika Beautiful.
13. Annual Appropriation Contract, Boys & Girls Clubs.
14. Annual Appropriation Contract, Arts Assoc. of East Ala.
15. Agreement with SES Americom, Receive a Satellite Antenna Dish - OPS.

14. ORDINANCES

1. Rezoning 11.27 Acres on Spring Drive from R-3 to I-1. - First Reading.
2. Lease Agreement with Envision Opelika Foundation, Inc. & the Arts Association of E.A.
- 1st Reading.

15. APPOINTMENTS

16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1428)

Meeting: 11/17/15 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1428

Minutes from the 11-3-15 CM.



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 204 South 7th Street
November 3, 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

Antione Harvis with the Family Resource Center provided the invocation.

4. Pledge of Allegiance
 1. Adrian Jackson and Jahniya Patterson from Carver Primary school will lead the pledge.
5. Reading of Minutes
 1. Minutes from the City Council Meeting of 10-20-15.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Unfinished Business
7. Remarks By the Mayor

Mayor Fuller thanked all the city council members for attending his 12th annual prayer breakfast this morning.

Mayor Fuller said that he, Lori Huguley and Ronnie Wilson had a productive trip to Korea calling on current businesses with operations in Opelika and also new business prospects.

8. Citizen Communications

(Limit comments to five minutes or less)

Oscar Penn thanked Chief McEachern for the press conference he gave concerning the police officer shooting that took place Saturday night. My concern is the lack of leadership from the black City Council members. You have not come forward to let us know what is going on. The community is asking information, leadership and guidance.

President pro-tem Jones stated that she respected Mr. Penn's voice of concern but, all you need to do is call me. You are making a subjective statement and you do not know what I have done concerning the recent shooting. This is not a publicity issue. My prayers are for the family and the police officer.

President Smith advised Mr. Penn that he was out of line. We are the Legislative body of the City and it is not appropriate for the City Council members to get personally involved. Mr. Penn apologized for his comments.

Councilman Gray stated to Mr. Penn that if you have a problem with my integrity you need to come see me. I want a peaceful resolution to the current shooting and I am all about finding out the facts and the truth.

9. Report of Disbursements
10. Committee Reports
11. General Business
12. Awarding of Bids
 1. Bids 290-15 Ten (10) Cardboard Recycling Cage Trailers - SW

RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolutions
 1. Resolution 291-15 Expense Reports from Various Depts.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 2. Resolution 292-15 Designate City Personal Property Surplus and Authorize Disposal

RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 3. Resolution 293-15 Purchase One (1) 2015 Peterbilt Model 320 Chassis with McNeilus Model 2849 Body - SW

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 4. Resolution 294-15 Engineering Funds for Erosion and Sediment Control Workshop

RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 5. Resolution 295-15 Software License & Services Agreement, Supplement 6 & 7 - Five Inc.

Attachment: CM 11-17-15, minutes from 11-3-15 CM. (1428 : Minutes from the 11-3-15 CM.)

- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 296-15 Agreement, Annual Auditing Services - AC
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 297-15 Annual Appropriation Contract, Chamber of Commerce.
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
8. Resolution 298-15 Annual Appropriation Contract, J. W. Darden.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 299-15 Annual Appropriation Contract, Opelika Main Street.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 300-15 Annual Appropriation Contract, Storybook Farm.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 301-15 Authorization of GO Warrants, Series 2015 & 2016.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
12. Resolution 302-15 Agreement, PBM Services & Membership with Magellan Rx Management, Inc.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolution 303-15 Reorganization, New Job Classifications - Pur-Rev, PPlanning.

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

14. Resolution 304-15 Microsoft Enterprise Agreement - Amendment

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

15. Resolution 305-15 Engagement Letter with Rogers Towers / Sign Ord.

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

16. Resolution 306-15 Special Appropriation to Main Street for Christmas in a RR Town.

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

14. Ordinances

1. Ordinance 126-15-ORD Amend City Code, Add Article X & XI, Procedures for Wrecker Services - OPD - 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

16. Adjourn

These City Council meeting minutes of 11-3-15 are hereby adopted and approved this the ____ day of _____, 2015.

/s/

 President of the City Council
 City of Opelika, Alabama

ATTEST:

 City Clerk - Treasurer

1. Motion to adjourn
 The council meeting ended at 7:26 PM.

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

Attachment: CM 11-17-15, minutes from 11-3-15 CM. (1428 : Minutes from the 11-3-15 CM.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/17/15 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: William Ott
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 1424)

DOC ID: 1424

Monthly Building Permit Reports - October, 2015



*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 October, 2015

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	12	14
Plumbing Upgrades	1	1
Electrical Upgrades	8	9
Mechanical Upgrades	2	3
Reroofs And Roof Repairs	1	6
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	0

Monthly Totals For October 2006-2015

2006	\$9,843,664.00
2007	\$7,663,558.00
2008	\$9,363,845.00
2009	\$2,802,040.00
2010	\$3,348,351.00
2011	\$3,170,587.00
2012	\$2,439,726.00
2013	\$12,274,641.00
2014	\$8,025,650.00
2015	\$6,794,438.00

INSPECTION REQUEST TOTAL

565

Total Permits Issued:

3	New Buildings: Commercial	\$994,505.00
13	Commercial Renovations And Repairs	\$1,225,909.00
8	Signs	\$50,128.00
13	New Single Family Homes	\$3,180,710.00
23	Residential Repairs And Renovations	\$174,038.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
60	Total Building Permits Issued	\$5,625,290.00

43	Electrical Permits	\$680,047.00
22	Plumbing Permits	\$134,730.00
28	HVAC Permits	\$354,371.00

153

Issued For October 2015

\$6,794,438.00

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman, Chief Building Inspector

Attachment: Monthly Building Reports - October, 2015 (1424 : Monthly Building Permit Reports - October, 2015)



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Year To Date Report - 2016

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	12	14
Plumbing Upgrades	1	1
Electrical Upgrades	8	9
Mechanical Upgrades	2	3
Reroofs And Roof Repairs	1	6
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	0

Yearly Totals For Oct. 1st - Sept. 30th	
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
2016	\$6,794,438.00

INSPECTION REQUEST TOTAL	565
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22	Plumbing Permits	\$134,730.00
28	HVAC Permits	\$354,371.00

153	Total Issued for FY 2016	\$6,794,438.00
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Jeff Kappelman
JEFF KAPPELMAN
Chief Building Inspector

Attachment: Monthly Building Reports - October, 2015 (1424 : Monthly Building Permit Reports - October, 2015)

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

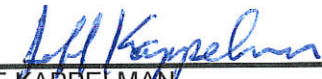
PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
10/02/15	Donald H. Allen Development	2135	Interstate Drive	UPS Store	Commercial Tenant Build-Out	\$22,000.00
10/02/15	Brandon Bolt	406	S 7TH Street	Brandon Bolt	Commercial Signage	\$1,000.00
10/05/14	Builders Professional Group	504	McKinley Lane	Builders Professional Group	Residential New Single Family	\$416,239.00
10/05/15	Builders Professional Group	302	Gwynne's Way	Builders Professional Group	Residential New Single Family	\$240,032.00
10/05/15	RLP Homes	1901	Palin Avenue	RLP Homes	Residential New Single Family	\$235,271.00
10/05/15	B & L Roofing	2110	Oakbowery Road	George Predmore	Residential Roof Replacement	\$8,000.00
10/06/15	Freeman Development Company	3900	Pepperell Parkway	Freeman Development Company	Commercial Space Inside Building	\$35,000.00
10/06/15	Seasha Homes	616	Dogwood Avenue	Sally Marshall	Residential Emergency Repairs	\$3,840.00
10/06/15	Seasha Homes	1817	Ridge Street	Lossie Dowdell	Residential Emergency Repairs	\$3,955.00
10/06/15	Conner Brother's Construction	3320	Double Eagle Lane	Retirement Systems of Alabama	Residential New Single Family	\$187,265.00
10/07/15	Perez Roofing	2101	Glenwood Drive	Julie Rims	Residential Roof Replacement	\$3,980.00
10/07/15	Excell Communications	3995	Gateway Drive	Horvath Towers	Commercial Generator Fuel Cell	\$27,600.00
10/07/15	Window World of Montgomery	808	Shelby Lane	Mary Johnson	Residential Window Replacement	\$3,238.00
10/07/15	Window World of Montgomery	2108	Executive Drive	Richard Pugh	Residential Window Replacement	\$2,052.00
10/07/15	Window World of Montgomery	1702	Bruce Avenue	Kathy Stewart	Residential Window Replacement	\$2,893.00
10/08/15	Grayhawk Homes	1121	Sawyer Drive	Grayhawk Homes	Residential New Single Family	\$234,780.00
10/08/15	Grayhawk Homes	1119	Sawyer Drive	Grayhawk Homes	Residential New Single Family	\$260,072.00
10/09/15	Thrower Rental Properties	1001	2ND Avenue	Fairway Auto Brokers	Commercial Tenant Build-Out	\$80,000.00
10/09/15	B & L Roofing	108	Crawford Road	Wayne Edwards	Residential Roof Replacement	\$5,500.00
10/09/15	Marshall & Associates	1710	Pepperell Parkway	Anna King	Commercial Interior Renovation	\$21,000.00
10/09/15	Brenda D. Coleman	103	Hall Avenue	Brenda D. Coleman	Residential Interior Repairs	\$6,000.00
10/09/15	Burkhalter Contracting	3201	Deer Run Street	Chuck & Karesa Adam	Residential New Garage	\$13,500.00
10/12/15	Dorris Signs	1110	Frederick Avenue	East Alabama Powersports	Commercial Signage	\$4,000.00
10/12/15	Opelika-Auburn Roofing	908	Westpoint Parkway	Tammy Keeble	Residential Roof Replacement	\$3,800.00
10/13/15	B & L Roofing	410	2ND Avenue	Scott Lowery	Commercial Roof Replacement	\$5,500.00
10/13/15	Hudmon Construction	2680	Corporate Park Drive	L.E. Energy	Commercial New Building	\$960,000.00
10/13/15	Robinson Builders	2129	Hamilton Place Street	Melissa Woodson	Residential Roof Replacement	\$4,000.00
10/14/15	River Signs	2001	Gateway Drive	Aaron's Rental	Commercial Signage	\$3,500.00
10/14/15	Whatley Brothers	219	S 8TH Street	Lisa Ditchkoff	Residential Window Replacement	\$5,390.00
10/14/15	Effective Signs	2025	Interstate Drive	AT&T	Commercial Signage	\$9,435.00
10/14/15	Effective Signs	2145	Interstate Drive	BurgerFi	Commercial Signage	\$13,826.00
10/14/15	J. H. Strickland Construction	2115	Interstate Drive	Sports Clips	Commercial Tenant Build-Out	\$70,050.00
10/15/15	Moore's Construction	2702	Stonybrook Road	Moore's Construction	Residential New Single Family	\$237,162.00
10/15/15	Dawn Fleming	517	Lankford Street	Dawn Fleming	Residential Exterior Renovation	\$4,000.00

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
10/15/15	Clearwater Homes	1707	Southlake Drive	Clearwater Homes	Residential New Single Family	\$322,118.00
10/16/15	Central Removal & Restoration	122	N 20TH Street, Unit 21	EAMC	Commercial Renovation	\$453,359.00
10/16/15	Mid-South Siding	2100	Gateway Drive	Henderson Realty	Commercial Exterior Repairs	\$2,800.00
10/19/15	Conner Brothers Construction	3502	Double Eagle Lane	Retirement Systems of Alabama	Residential New Single Family	\$177,927.00
10/19/15	J.S.M.	2210	Gateway Drive	Henderson Realty	Commercial Exterior Repairs	\$3,800.00
10/20/15	Moore's Construction	2106	Austell Street	Todd Wilson	Residential Exterior Repairs	\$18,500.00
10/20/15	Security Vault Works		Interstate Opelika Retail	Wells Fargo	Commercial New ATM Machine	\$29,505.00
10/20/15	E. Dental	2304	Gateway Drive	E. Dental	Commercial Signage	\$1,500.00
10/20/15	Neon Service Company	2109	Interstate Drive	Alumni Hall	Commercial Signage	\$3,200.00
10/21/15	Window World of Montgomery	1116	Collinwood Street	Glenda & Michael Miley	Residential Window Replacement	\$5,013.00
10/21/15	Jacob Hornsby	802	Floral Street	Jacob Hornsby	Residential Interior Renovation	\$12,000.00
10/21/15	Sides Drywall	2125	Frederick Road	Freddie Whilite	Commercial Exterior Renovation	\$10,000.00
10/22/15	Superior Roofing Company	601	McClure Avenue	Ruth Story	Residential Roof Replacement	\$5,405.00
10/22/15	Don Hansana	1911	Southlake Drive	Don Hansana	Residential New Accessory Building	\$1,000.00
10/22/15	Innovative Construction	305	Guinevere Court	Pat Donald & Bob Stack	Residential Interior Renovation	\$28,000.00
10/23/15	Builders Professional Group	2812	Matsu Lane	Builders Professional Group	Residential New Single Family	\$178,035.00
10/26/15	Signs Unlimited	2119	Interstate Drive	Taziki's	Commercial Signage	\$13,667.00
10/26/15	Halifax Construction Company	2103	Pepperell Parkway	Jones Petroleum / Duncan Donuts	Commercial Renovation	\$490,000.00
10/26/15	C. Scott Lakas	805	Avenue C	G. Scott Lakas	Residential New Accessory Building	\$1,399.00
10/26/15	THD @ Home Services	1210	Brookwood Circle	Bob Kucik	Residential Exterior Repairs	\$4,573.00
10/27/15	S & A Contracting	1474	Lee Road 148 (Spring Villa)	City of Opelika - Parks & Recreation	Commercial Building Repairs	\$4,800.00
10/27/15	Adamson Construction Group	700	Ski Spray Point	John & Cindy Sharp	Residential New Single Family	\$316,360.00
10/27/15	Conner Brothers Construction	3610	Double Eagle Lane	Retirement Systems of Alabama	Residential New Single Family	\$190,033.00
10/27/15	Piedmont Fertilizer	201	N 2ND Street	Piedmont Fertilizer	Commercial Addition	\$5,000.00
10/28/15	David Keller	3902	Hamilton Road	David Keller	Residential New Single Family	\$185,416.00
10/29/15	Disaster One	304	24TH Street	Kimberly Goggins	Residential Renovation	\$28,000.00

Total

\$5,625,290.00

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 # 1429)

Meeting: 11/17/15 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1429

Request for the 47Th Annual Collinwood Luminaries.

November 2, 2015

To the Honorable Mayor Gary Fuller and the Opelika City Council:

Re: **The Collinwood Christmas Luminaries**

Collinwood residents are making plans for their 47th year of Luminaries scheduled on Thursday, December 10th beginning at 5:00 p.m. We are grateful for the past assistance provided by the City of Opelika and again request your participation in this special Christmas event.

Listed below are the areas requiring the assistance of city workers:

CITY SHOPS

- Deposit sand at 2 designated areas one week prior to December 10th: (Dec 3)
East Collinwood between 1115 (Polly Jernigan) and 1119 (Buddy Griffin)
West Collinwood between 1116 (Stanley Drake) and 1120 (Will Blevins)
- Clean the streets the morning of the Luminaries, Thursday, December 10th.
- Pick-up roadside trash (yard clippings/debris) on Thursday, December 10th.
- Provide and deliver barricades to designated locations (Entrance on Collinwood Street and Exit on McLure on the morning of the event).

POLICE DEPARTMENT

- Put up barricades at 5:00 p.m. and direct traffic flow until the route is established.
- Remove barricades around 11:00 p.m.

OPELIKA LIGHT AND POWER

- Turn all Collinwood street lights “off” on the morning of December 10th.
- Turn street lights back “on” anytime after 11:00 p.m. on December 10th.
- Request temporary power on the pole at the Entrance (Loren Sutton) to Collinwood to light the entrance sign.

FIRE DEPARTMENT

- The Opelika Fire Department will be notified of the date and time of the Luminaries.

The Luminaries follow a one-way route beginning on Collinwood Street at the intersection of North Tenth Street and Oakbowery Road. Automobiles are routed left on West Collinwood Circle (requires barricade on Collinwood Street), a right on Collinwood Street, a left on East Collinwood Circle, ending at the Nativity Scene, then a right on McLure Avenue (barricade to keep any traffic from entering there).

If you need additional information, please give me a call. The 58 residents of Collinwood thank you again for your time and efforts in working with us to make this a very special holiday event for our community. Merry Christmas from Collinwood!

Sincerely,

Ruth Torbert
2015 Chairman
334-740-0005



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1432)

Meeting: 11/17/15 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1432

Request for Annual Victorian Front Porch Tour.

Shuman, Robert

From: Roger Bell <roger.bell@myops.net>
Sent: Friday, November 06, 2015 10:42 AM
To: Shuman, Robert
Cc: Arrington, Barbara
Subject: November 17, 2015 City Council Agenda - 2015 Street closings for Victorian Front Porch Tour
Attachments: Victorian Front Porch - 2014 - Barrier Locations.doc

Hi Robert,

Please put this item on the agenda for November 17, 2015 for the City Council meeting.

Please see the attachment for the Street & Barriers locations that will be required to close the streets off for this event.

Streets will need to be closed off with Barricades - Saturday, December 12, 2015 from 5:00 pm til 9:00 pm CST.

Please let me know that you have received this and that we are on the agenda.

Please see attachment for locations.

Thank you!

Best regards!

Roger Bell
 Coordinator
 Opelika Victorian Front Porch Tour - 2015
334-745-4739 H
334-728-2925 C

Attachment: CM 11-17-15, Request for annual Victorian Front Porch Tour. (1432 : Request for Annual Victorian Front Porch Tour.)

Barrier Locations - Victorian Front Porch Tour – 2015
Walking Tour - Saturday - December 12, 2015

2nd Avenue - North 8th Street & North 9th Street Close off Traffic during Walking Tour
3rd Avenue - North 7th Street & North 10th Street
4th Avenue – North 7th Street & North 10th Street
North 7th Street and end of Ingram Court
5th Avenue – North 7th & North 10th Street
6th Avenue – North 7th & North 10th Street
7th Avenue – North 9th Street
7th Avenue – North 8th Street and 7th Avenue



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1440)

Meeting: 11/17/15 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1440

EAMC Request, Temporary Street Closure on Friday, 11-20-15.

Shuman, Robert

From: Tracy Garner <tracy.garner@eamc.org>
Sent: Tuesday, November 10, 2015 9:45 AM
To: Shuman, Robert
Subject: FW: Gain Share day and Turkey Day

Bob , the date I gave you for Gainsharing Day is INCORRECT .It should be 11/20/2015 (Friday) and not 11/19/2015(Thursday) .I apologize for this error . The date was from our H.R. department and I did not check the day of the week. Gainsharing Day will always be on a Friday. I hope this does not create a problem for the city ? Thank you for your help . Tracy Garner

From: Lindsay Eidson
Sent: Tuesday, November 10, 2015 9:17 AM
To: Tracy Garner
Subject: RE: Gain Share day and Turkey Day

Gainsharing/Service Awards

EAMC- Opelika November 20, 2015

6 am – 10 am, cst. – The Terrace

11 am – 1:30 pm, cst – The Tent (HR)

5 pm – 6:30 pm, cst – 2nd shift – The Terrace

Turkey Day

EAMC-Opelika Friday, December 4, 2015

7 am – 4:30 pm, cst – HR House

From: Tracy Garner
Sent: Tuesday, November 10, 2015 8:53 AM
To: Lindsay Eidson
Cc: Clara Pitts
Subject: FW: Gain Share day and Turkey Day

Before I contact the city about the date for Gainshare Day I wanted to know if the 12/4 is correct for turkey day ?

From: Shuman, Robert [mailto:RShuman@opelika-al.gov]
Sent: Wednesday, October 07, 2015 8:31 AM
To: Tracy Garner
Cc: Lindsay Eidson; Clara Pitts; Fuller, Gary; Motley, Joey; Eddie Smith, President City Council, Ward 4 (esmith@auburnbank.com)
Subject: Gain Share day and Turkey Day

Tracey - good morning. Your request for 11/19 and 12/4 was approved by the city council last night. Attached is contact information for key city personnel should you need assistance to insure these two events are conducted safely.

Best regards,

R. G. 'Bob' Shuman, CMC
 Opelika City Clerk – Treasurer

City of Opelika
P.O. Box 390
204 South 7th Street
Opelika, Alabama 36803
334-705-5110
rshuman@opelika-al.gov



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

Mr. Shuman ,

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

Colton Tracy Garner

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Attachment: CM 11-17-15, EAMC request , temporary street closure. (1440 : EAMC Request, Temporary Street Closure on Friday, 11-20-15.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1434)

Meeting: 11/17/15 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush

Initiator: Lillie Finley
Sponsors:

DOC ID: 1434

Public Hearing Weed Abatement Assessment - 203 Morris Ave

WEED ABATEMENT INVOICE

Date: 11/09/2015

**To: Clarisa Victoria Williams
7220 Oso ave Apt 214
Wynnetka Ca. 91306**

**Property Address:
203 Morris Ave
Opelika Al. 36801
Parcel # 03-09-31-1-000-023.001**

On September 16, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>226.15</u>
Certified mail:	<u>25.96</u>
Misc.	<u> </u>
Total	<u>252.11</u>

Attachment: WEED INVOICE (1434 : Public Hearing Weed Abatement Assessment - 203 Morris Ave)

To: Clarisa Victoria Williams
 203 Morris Ave
 Opelika AL. 36801

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 203 Morris Ave, Parcel 03-09-31-1-000-023.001**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 203 Morris Ave, Parcel No.023.001 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$252.11.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of November you are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 9th day of November, 2015.

 Jerry Bush
 Code Compliance Officer

Cc: Joey Motley – City Administrator
 Lillie Finley – Purchasing-Revenue Manager
 Guy. F. Gunter, III – City Attorney

Attachment: Weeds, NPH-Resolution, cost to abate, (1434 : Public Hearing Weed Abatement Assessment - 203 Morris Ave)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1436)

Meeting: 11/17/15 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1436

Public Hearing Weed Abatement Assessment - 2900 Waterford Blvd

WEED ABATEMENT INVOICE

Date: 11/09/2015

**To: David Bradley Sharpe
707 Coley Creek Rd.
Alex City AL 35010**

**Property Address: 2900 Waterford Blvd
Opelika AL 36801**

Parcel # 10-04-20-4-000-059.000

On October 1, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>157.70</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>170.68</u>

Attachment: WEED INVOICE - Sharpe (1436 : Public Hearing Weed Abatement Assessment - 2900 Waterford Blvd)

WEED ABATEMENT INVOICE

Date: 11/09/2015

**To: Wells Fargo Home Mortgage
1 Home Campus
MAC# X2303-048
Des Moines, IA 50328**

**Property Address: 2900 Waterford Blvd
Opelika AL 36801
Parcel # 10-04-20-4-000-059.000**

On October 1, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>157.70</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>170.68</u>

Attachment: WEED INVOICE Wells Fargo (1436 : Public Hearing Weed Abatement Assessment - 2900 Waterford Blvd)

To: David Bradley Sharpe
 707 Coley Creek Rd
 Alexander City AL 35010

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 2900 Waterford Blvd, Parcel 10-04-20-4-000-059.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 2900 Waterford Blvd Parcel No 059.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$170.68

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of November, 2015.

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

Dated this the 9th day of November, 2015.

 Jerry Bush
 Code Compliance Officer

Cc: Joey Motley – City Administrator
 Lillie Finley – Purchasing-Revenue Manager
 Guy. F. Gunter, III – City Attorney

Attachment: Weeds, NPH-Resolution, Sharpe (1436 : Public Hearing Weed Abatement Assessment - 2900 Waterford Blvd)

To: Wells Fargo Home Mortgage
 1 Home Campus MAC#X2303-048
 Des Moines IA 50328

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 2900 Waterford Blvd, Parcel 10-04-20-4-000-059.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 2900 Waterford Blvd Parcel No 059.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$170.68

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of November, 2015.

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

Dated this the 9th day of November, 2015.

 Jerry Bush
 Code Compliance Officer

Cc: Joey Motley – City Administrator
 Lillie Finley – Purchasing-Revenue Manager
 Guy. F. Gunter, III – City Attorney

Attachment: Weeds, NPH-Resolution, Wells Fargo, (1436 : Public Hearing Weed Abatement Assessment - 2900 Waterford Blvd)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1438)

Meeting: 11/17/15 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1438

Public Hearing Weed Abatement Assessment - 1108 Chandler Ave

WEED ABATEMENT INVOICE

Date: 11/09/2015
To: God's House of Prayer
301 Highland Ave
Opelika Al. 36801

Property Address:
1108 Chandler Ave
Opelika Al. 36801
Parcel # 09-06-24-1-000-040.000

On September 23, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>225.85</u>
Certified mail:	<u>12.98</u>
Misc.	<u></u>
Total	<u>238.83</u>

Attachment: WEED INVOICE - God's House of Prayer (1438 : Public Hearing Weed Abatement Assessment - 1108 Chandler Ave)

WEED ABATEMENT INVOICE

Date: 11/09/2015
To: Glenn Stephens
1888 Twin Falls Rd
Decatur Ga. 30032

Property Address:
1108 Chandler Ave
Opelika Al. 36801
Parcel # 09-06-24-1-000-040.000

On September 23, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>225.85</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>238.83</u>

Attachment: WEED INVOICE - Stephens (1438 : Public Hearing Weed Abatement Assessment - 1108 Chandler Ave)

To: Glenn Stephens
1888 Twin Falls Rd
Decatur Ga. 30032

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
1108 Chandler Ave Parcel No. 43-09-06-24-1-000-040.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1108 Chandler Ave, Parcel No. 040.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$238.83.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of November, 2015.

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

Dated this the 9th day of November, 2015.

Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Purchasing –Revenue Manager
Guy. F. Gunter, III – City Attorney

To: God's House of Prayer
301 Highland Ave
Opelika Al. 36801

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
1108 Chandler Ave Parcel No. 43-09-06-24-1-000-040.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1108 Chandler Ave, Parcel No. 040.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$238.83.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of November, 2015.

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

Dated this the 9th day of November, 2015.

Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Purchasing –Revenue Manager
Guy. F. Gunter, III – City Attorney



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1369)

Meeting: 11/17/15 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman

Initiator: Jeff Kappelman
Sponsors: Chief Building Inspector Jeff Kappelman

DOC ID: 1369

Public Hearing for Demolition - 214 Byrd Avenue

September 24, 2015

Willie and Nellie Aldridge
1109 Ogletree Road
Auburn, AL 36830

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

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

Street Address: 214 Byrd Avenue, Opelika, AL 36801

Legal Description: From the point of intersection of the Northwesterly margin of Byrd Avenue with the Easterly margin of the Western railway of Alabama in the City of Opelika, Lee County, Alabama, run thence North 45 degrees 00 minutes East along the Northwesterly margin of Byrd Avenue 357.00 feet to the Point of Beginning of the property herein described and conveyed; from said Point of Beginning continue North 45 degrees 00 minutes East along the Northwesterly margin of Byrd Avenue, 72.4 feet; thence leaving said avenue, North 45 degrees 00 minutes West 100.00 feet; thence South 44 degrees 53 minutes West 67.2 feet; thence South 42 degrees 00 minutes East, 100.00 feet to the Point of Beginning. Situated in Opelika, Lee County, Alabama, and being a part of Lot C, Block 7, Township 19 North, Range 27 East, Opelika, Lee County, Alabama; said Byrd Lands being further shown on Totten's official real map of Opelika, recorded in Town Plat Book 2, Page 9, Lee County Probate Office.

Also being further described as Parcel Number 43-10-03-07-1-001-066.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-07-1-001-066.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on September 18, 2015. Based upon said inspection, the building located on the Subject Property is deemed to be "dangerous buildings" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

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

- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, November 17, 2015, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the buildings or structures should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure are unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the buildings or structures are unsafe to the extent that they are a public nuisance, the City Council shall order the demolition of the buildings or structures at the expense of the City and assess the expenses of

the demolition against the land on which the building or structure stand or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

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

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

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

DATED this the 24th day of September, 2015.

Sincerely,

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



Attachment: Photos of 214 Byrd Avenue (1369 : Public Hearing for Demolition - 214 Byrd Avenue)



Attachment: Photos of 214 Byrd Avenue (1369 : Public Hearing for Demolition - 214 Byrd Avenue)





City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1449)

Meeting: 11/17/15 07:00 PM

Department: Planning

Category: Amend Zoning Ordinance

Prepared By: Rachel Dennis

Initiator: Gerald (Jerry) Kelley

Sponsors:

DOC ID: 1449

Public Hearing, Rezoning 11.27 Acres on Spring Drive, R-3 to I-1.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, November 17, 2015, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend Ordinance Number 124-91 (entitled "Zoning Ordinance of the City of Opelika") adopted on September 17, 1991. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. _____

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

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

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

From a R-3 District (Low Density Residential District) to a I-1 District (Institutional District), the parcel of land hereinafter described:

All of Block L of Spring Hill Heights Subdivision according to and as shown by plat of survey of said subdivision which is recorded in Plat Book 3 at Page 12 in the Office of the Judge of Probate of Lee County, Alabama, less and except that certain property described in Lot No 1 of Spring Hill Heights, Block "L" Subdivision, a copy of which subdivision is recorded in Plat Book 18 at page 133 in the Office of Judge of Probate of Lee County, Alabama.

The above-described property is further described as Lot 2 (not surveyed) of Spring Hill Heights, Block "L" Subdivision of record in Town Plat Book 18 at 133.

The above-described property is located at the intersection of Spring Drive and Dallas Avenue and contains 11.27 acres more or less.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

WITNESS my hand this the ____ day of _____, 2015.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

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

CITY CLERK

RESOLUTION NO. 307-15

Expense Reports from Various Depts.

RESOLUTION NO. _____

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

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

Employee	Department	\$ Amount
-----	-----	
Tony Aycock	IT	453.97
Robert Noles	IT	531.42
Terry White	Solid Waste	230.58
David Canon	City Council	391.38
Dozier Smith T	City Council	1,415.02

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

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

NAME

Tony Aycock

DEPARTMENT

Information Technology

PERIOD ENDING

10/26/15 thru 10/29/15

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON	Opelika, AL/Myrtl Beach, SC	121.43						8.83	13.89		5.00	149.15
TUE	Myrtle Beach, SC	121.43						17.68	14.95		3.70	157.76
WED	Myrtle Beach, SC	121.43						9.89			1.25	132.57
THU	Myrtl Beach, SC/Opelika, AL							7.76	6.73			14.49
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		364.29	0.00	0.00	0.00	0.00	0.00	44.16	35.57	0.00	9.95	453.97

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
10/26	Tony Aycock	2:23 pm Shoney's, Lugoff, SC	Lunch	8.83	100%
10/26	Tony Aycock	7:10 pm Cracker Barrel, Myrtle Beach, SC	Dinner	13.89	100%
10/27	Tony Aycock	11:51 am Ocean's On 82nd, Myrtle Beach, SC	Lunch	17.68	100%
10/27	Tony Aycock	7:23 pm River City Barefoot MyrtleBeachSC	Dinner	14.95	100%
10/28	Tony Aycock	11:51 am Ocean's On 82nd, Myrtle Beach, SC	Lunch	9.89	100%

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
10/26	Tip	1.00
10/26	Tip	4.00
10/27	Tip	1.70
10/27	Tip	2.00
10/28	Tip	1.25

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Southern Software Conference

☐ Tony Aycock

☒

Information Technology

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

G. Robert Noles

DEPARTMENT

Informaton Technologies

PERIOD ENDING

10/29/2015

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST Itemize Below	LUNCH Itemize Below	DINNER Itemize Below			
SUN												0.00
MON 10/26						265.71						265.71
TUE 10/27												0.00
WED 10/28												0.00
THU 10/29						265.71						265.71
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	531.42	0.00	0.00	0.00	0.00	0.00	531.42

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Southern Software User Training & Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL: TO

Robert/IT Dept

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
10/26	462.1 X 57.5 to Myrtle Beach, SC	265.71
10/29	462.1 X 57.5 From Myrtle Beach, SC	265.71

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

Terry White

DEPARTMENT

Solid Waste

PERIOD ENDING

11.30.15

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
							BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED 11.4.15	Guntersville, AL	108.66						13.26				121.92
THU 11.5.15	Guntersville, AL	108.66										108.66
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		217.32	0.00	0.00	0.00	0.00	0.00	13.26	0.00	0.00	0.00	230.58

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

0%

NATURE OR PURPOSE OF TRAVEL

Alabama SWANA Winter Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
11.4.15	166 miles @ \$0.575	95.45
11.6.15	166 miles @ \$0.575	95.45
Total		190.90

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Lodging and meal charged on personal card.

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

11-8-15

NAME

David Canon

DEPARTMENT

CITY COUNCIL

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

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
11-8-15 SUN	NASHVILLE TO OPELIKA					175 95					10 00	185 95
MON												
TUE												
11-4-15 WED	OPELIKA TO NASHVILLE					175 95		8 48			12 00	196 43
11-5-15 THU	IN NASHVILLE										1 00	1 00
11-6-15 FRI	IN NASHVILLE										4 00	4 00
11-7-15 SAT	IN NASHVILLE										4 00	4 00
WEEKLY CATEGORY TOTAL \$						351 90		8 48			31 00	391 38

WEEKLY TOTAL OF EXPENSES \$

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
				75	

NUMBER OF DAYS AWAY FROM HOME

5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

N/A

NATURE OR PURPOSE OF TRAVEL

NATIONAL LEAGUE OF CITIES

2015 CONGRESS OF CITIES

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

OR

☐ MAIL
TO:

David Canon, Jr.

405 Winterbourn Ave

OPELIKA, AL 36801-2541

SIGNATURE

APPROVED BY

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NAME

Dozier H Smith

DEPARTMENT

City Council

EXPENSE REPORT

PERIOD ENDING

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

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED	Nashville, TN	310.52				172.50			54.25			537.27
THU	Nashville, TN	310.52					22.72	17.84	11.44			362.51
FRI	Nashville, TN	310.52					23.22		9.00			342.74
SAT						172.50						172.50
WEEKLY CATEGORY TOTALS		931.55				345.00	45.94	17.84	74.69			1,415.02

WEEKLY TOTAL OF EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

National League of Cities Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

OR

☐ MAIL
TO:

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	AMOUNT
11/4/15	300 miles @ \$0.575	172.50
11/7/15	300 miles @ \$0.575	172.50

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Wilson Jones

WHITE - ORIGINAL

CANARY - DUPLICATE

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RESOLUTION NO. 308-15

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

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

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

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

SECTION 1. That the following personal property owned by the City of Opelika, Alabama, is no longer needed for public or municipal purposes:

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	1995 Chevrolet Cavalier 1G1JC5243S7111573	N/A
2.	2	Ea.	Leather Chair	N/A
3.	1	Ea.	Sofa	N/A
4.	1	Ea.	Ornate Chair	N/A
5.	2	Ea.	Upholstered Chair	N/A
6.	1	Lot	Computer Equipment	N/A
7.	1	Ea.	2012 Dodge Charger 2C3CDXAT2CH159772	87002785
8.	1	Ea.	2012 Dodge Charger 2C3CDXAT2CH159769	87002782
9.	1	Ea.	2013 Dodge Charger 2C3CDXAT4DH597680	87002819
10.	1	Ea.	2012 Dodge Charger 2C3CDXAT0CH159768	87002783
11.	1	Ea.	2012 Dodge Charger 2C3CDXAT6CH255811	87002808
12.	1	Ea.	2012 Dodge Charger 2C3CDXAT4CH159773	87002784

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

City Clerk - Treasurer

RESOLUTION NO. 309-15

Meters & Equipment for Tantalus TUNet Smart Grid System - OPS**RESOLUTION NO.** _____

WHEREAS, the Opelika Power Services Department desires to purchase meters and related equipment for the Tantalus TUNet Smart Grid System; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Tantalus Systems, Inc. is the sole vendor; and

WHEREAS, this is budgeted from Capital Outlay;

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

1. That the purchase be awarded to Tantalus Systems, Inc.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Tantalus Systems, Inc. not to exceed \$240,000.00 as a sole source purchase.
3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____ 2015.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Power Services

REQUISITION NUMBER Future Purchase

NAME OF REQUESTING EMPLOYEE Brian Kriel

VENDOR Tantalus Systems, Inc.

PRODUCT/SERVICE TUNet Smart Grid System- Meters and Related Equipment

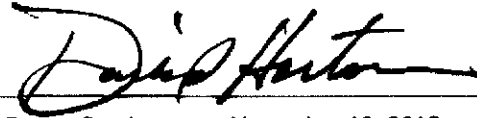
Estimated annual expenditure for the commodity or service \$ 240,000.00

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

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

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

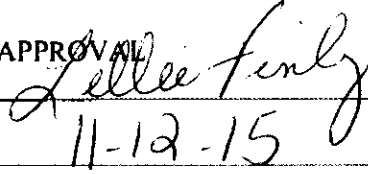
DEPARTMENT HEAD SIGNATURE



DEPARTMENT/DIVISION/DATE

Power Services

November 10, 2015

PURCHASING DEPARTMENT USE ONLYPURCHASING AGENT APPROVAL
(SIGNATURE/DATE)
11-12-15

DISAPPROVAL/DATE

COMMENTS

Additional meters and equipment for the Tantalus Metering System

Budgeted in Capital Projects/System Expansion & Upgrades

COUNCIL ACTION/DATE

P.O. BOX 390
600 Fox Run Pkwy
Opelika, AL 36801
Phone: (334) 705-5570
Fax: (334) 705-5148



Memorandum

To: Purchasing Department
From: Opelika Power Services, Brian T. Kriel
CC: David Horton, Derek Lee
Date: 11/11/2015
Re: Sole-Source Justification – Tantalus TUNet Smart Grid System

Tantalus Metering System

Tantalus Systems, Inc. is the original manufacturer and only supplier of TUNet Smart Grid System. OPS has purchased this system and is in process of completing the installation. No other manufacturer's equipment will interchange with TUNet System.

OPS has determined a need to purchase additional meters and related equipment due to both system growth over the last two years and an underestimation of some quantities in the original proposal.

OPS has estimated this cost to be no greater than \$240,000 for FYE 2016.

Brian T. Kriel, P.E.

Senior Distribution Engineer
Opelika Power Services
Opelika, Alabama



Tantalus Systems Inc. 1121 Situs Court, Situs 2, Suite 190 Raleigh, NC 27606 USA
P: 919.900.8970 | F: 919.900.8978 www.tantalus.com

November 11, 2015

City of Opelika - Light & Power Department
1010 Avenue C
Opelika, AL 36801
VIA ELECTRONIC MAIL TO: bkriel@ci.opelika.al.us

Re: Tantalus Systems - Sole Provider of TUNet®

Dear Brian:

Please note that Tantalus Systems, in cooperation with its Partners, is the sole provider of TUNet®, a multi-purpose Smart Grid solutions platform for Advanced Metering, Demand Response & Distribution Automation that enables electric, water & gas municipal and cooperative utilities to automate processes, improve business operations and deliver top-tier customer service to the electric, water and gas utility market throughout North America and various world markets.

Should you require additional information or clarification, please do not hesitate to contact us.

Sincerely,

Param Pawar
Director of Finance
ppawar@tantalus.com

PP/etg

cc: Judy Ward, Account Manager – via electronic mail to jward@tantalus.com

Attachment: 11-17-15 - METERS & EQUIPMENT FOR TANTALUS TUNET SMART GRID SYSTEM - SOLE SOURCE - CNCL PKT (309-15 : Meters

RESOLUTION NO. 310-15

Weed Abatement Assessment - 203 Morris Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
203 Morris Ave, Parcel No. 023.001**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 203 Morris Ave, parcel no. 023.001 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 203 Morris Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 17th day of November, 2015 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$252.11 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 203 Morris Ave, Parcel no. 023.001 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-31-1-000-023.001 according to the records of the Revenue Commissioner of Lee County Alabama.

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

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 11/09/2015****To: Clarisa Victoria Williams
7220 Oso ave Apt 214
Wynnetka Ca. 91306****Property Address:
203 Morris Ave
Opelika Al. 36801
Parcel # 03-09-31-1-000-023.001**

On September 16, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>226.15</u>
Certified mail:	<u>25.96</u>
Misc.	<u> </u>
Total	<u>252.11</u>

Attachment: WEED INVOICE (310-15 : Weed Abatement Assessment - 203 Morris Ave)

RESOLUTION NO. 311-15

Weed Abatement Assessment - 2900 Waterford Blvd

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
2900 Waterford Blvd, Parcel No. 059.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 2900 Waterford Blvd, parcel no. 059.000 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 2900 Waterford Blvd, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 17th day of November, 2015 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$170.68 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 2900 Waterford Blvd, Parcel no. 059.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-20-4-000-059.000 according to the records of the Revenue Commissioner of Lee County Alabama.

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

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: 11/09/2015

To: David Bradley Sharpe
707 Coley Creek Rd.
Alex City Al. 35010

**Property Address: 2900 Waterford Blvd
Opelika Al. 36801**

Parcel # 10-04-20-4-000-059.000

On October 1, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 157.70

Certified mail: 12.98

Misc. _____

Total	<u>170.68</u>
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Attachment: WEED INVOICE - Sharpe (311-15 : Weed Abatement Assessment - 2900 Waterford Blvd)

WEED ABATEMENT INVOICE

Date: 11/09/2015

**To: Wells Fargo Home Mortgage
1 Home Campus
MAC# X2303-048
Des Moines, IA 50328**

**Property Address: 2900 Waterford Blvd
Opelika AL 36801
Parcel # 10-04-20-4-000-059.000**

On October 1, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>157.70</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>170.68</u>

Attachment: WEED INVOICE Wells Fargo (311-15 : Weed Abatement Assessment - 2900 Waterford Blvd)

RESOLUTION NO. 312-15

Weed Abatement Assessment - 1108 Chandler Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1108 Chandler Ave, Parcel No. 040.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1108 Chandler Ave, parcel no. 040.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1108 Chandler Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 17th day of November, 2015 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$238.83 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1108 Chandler Ave, Parcel no. 040.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-24-1-000-040.000 according to the records of the Revenue Commissioner of Lee County Alabama.

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

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

ADOPTED AND APPROVED this the _____ day of _____,
2014.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: 11/09/2015
To: God's House of Prayer
301 Highland Ave
Opelika Al. 36801

Property Address:
1108 Chandler Ave
Opelika Al. 36801
Parcel # 09-06-24-1-000-040.000

On September 23, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>225.85</u>
Certified mail:	<u>12.98</u>
Misc.	<u></u>
Total	<u>238.83</u>

Attachment: WEED INVOICE - God's House of Prayer (312-15 : Weed Abatement Assessment - 1108 Chandler Ave)

WEED ABATEMENT INVOICE

Date: 11/09/2015
To: Glenn Stephens
1888 Twin Falls Rd
Decatur Ga. 30032

Property Address:
1108 Chandler Ave
Opelika Al. 36801
Parcel # 09-06-24-1-000-040.000

On September 23, 2015 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>225.85</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>238.83</u>

Attachment: WEED INVOICE - Stephens (312-15 : Weed Abatement Assessment - 1108 Chandler Ave)

RESOLUTION NO. 313-15

Order for a Demolition - 214 Byrd Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF THE BUILDINGS OR
STRUCTURES LOCATED AT 214 BYRD AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-07-3-001-116.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 214 Byrd Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-1-001-066.000, (hereinafter the Subject Property”) are in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Willie and Nellie Aldridge are the persons last assessing the subject property for state taxes; and

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

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

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

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

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

WHEREAS, Tuesday, November 17, 2015 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 214 Byrd Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 20, 2015, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 214 Byrd Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 214 Byrd Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-1-001-066.000, are unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and are due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

From the point of intersection of the Northwesterly margin of Byrd Avenue with the Easterly margin of the Western railway of Alabama in the City of Opelika, Lee County, Alabama, run thence North 45 degrees 00 minutes East along the Northwesterly margin of Byrd Avenue 357.00 feet to the Point of Beginning of the property herein described and conveyed; from said Point of Beginning continue North 45 degrees 00 minutes East along the Northwesterly margin of Byrd Avenue, 72.4 feet; thence leaving said avenue, North 45 degrees 00 minutes West 100.00 feet; thence South 44 degrees 53 minutes West 67.2 feet; thence South 42 degrees 00 minutes East, 100.00 feet to the Point of Beginning. Situated in Opelika, Lee County, Alabama, and being a part of Lot C, Block 7, Township 19 North, Range 27 East, Opelika, Lee County, Alabama; said Byrd Lands being further shown on Totten's official real map of Opelika, recorded in Town Plat Book 2, Page 9, Lee County Probate Office.

Also being further described as Parcel Number 43-10-03-07-1-001-066.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2015.

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

ATTEST:

CITY CLERK

Cc: Willie and Nellie Aldridge
1109 Ogletree Road
Auburn, AL 36830



Attachment: Photos of 214 Byrd Avenue (313-15 : Order for a Demolition - 214 Byrd Avenue)



Attachment: Photos of 214 Byrd Avenue (313-15 : Order for a Demolition - 214 Byrd Avenue)



RESOLUTION NO. 314-15

Agreement with AU, Award for ADEM Recycling Grant - SW

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
THE CITY OF OPELIKA, ALABAMA AND AUBURN UNIVERSITY**

WHEREAS, the City of Opelika, City of Auburn, Lee County and Auburn University are members of East Alabama Recycling Partnership; and

WHEREAS, the City of Opelika (the “City”), through East Alabama Recycling Partnership, applied to the Alabama Department of Environmental Management (“ADEM”) for a grant under the Alabama Recycling Funds Grant Program; and

WHEREAS, East Alabama Recycling Partnership has been selected for project funding in the maximum amount of one hundred twenty-four thousand, four hundred and twenty dollars (\$124,420.00); and

WHEREAS, ADEM will allocate and distribute funds to the City for the purposes described in the grant application; and

WHEREAS, the City will administer the grant program and distribute funds to the City of Auburn, Lee County and Auburn University; and

WHEREAS, the maximum level of allowable cost which Auburn University may incur pursuant to the Grant Agreement is \$44,551.00; and

WHEREAS, a proposed Agreement for grant administration (hereinafter the “Agreement”) by and between the City and Auburn University has been prepared and submitted

to the City Council for approval; and

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

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

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

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

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

4. That the Mayor and Controller are hereby authorized and directed to make all

appropriate accounting and budget entries necessary to carry into effect the provisions of the attached Agreement.

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

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

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

ATTEST:

CITY CLERK

AGREEMENT
between
THE CITY OF OPELIKA
and
AUBURN UNIVERSITY

THIS AGREEMENT, made and entered into by and between The City of Opelika ("OPELIKA") and Auburn University ("AU").

WITNESSETH THAT:

WHEREAS, OPELIKA has undertaken certain efforts pursuant to the Grant Agreement awarded by the Alabama Department of Environmental Management (ADEM) under the Alabama Recycling Fund Grant Program which is attached hereto and incorporated herein as Attachment A; and

WHEREAS, AU represents that it is able and willing to undertake a portion of said efforts as hereinafter set forth;

NOW THEREFORE, in consideration of the premises as well as the mutual obligation of the parties herein made and undertaken, the parties do hereby mutually agree as follows:

Article 1. STATEMENT OF WORK

AU shall use its best efforts to perform the obligations identified in the Grant Agreement.

Article 2. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be October 2015 through September 2016, unless amended by duly executed amendment to this Agreement or terminated in accordance with this Agreement.

Article 3. COMPENSATION AND PAYMENT

This is a cost-reimbursement agreement. The maximum level of allowable costs, which AU may incur pursuant to this Agreement, is \$44,551.00. This amount represents OPELIKA's maximum liability under this Agreement. Allowable costs will be determined in accordance with OMB Uniform Guidance 2CFR Part 200.

The approved Project Budget – Allocation of Funds to AU is attached hereto and incorporated herein by reference as Attachment B. Any and all changes, including date extensions to this Agreement must have the prior written approval of OPELIKA's Fiscal Officer.

AU shall submit semi-annual invoices supported by a statement of costs incurred by AU in the performance of this Agreement and claimed to constitute allowable costs under this Agreement. The statement shall show current costs and project-to-date costs for each category of expenditure. Not more than ninety percent (90%) of the amount obligated under this Agreement may be billed prior to the final invoice. The invoices shall reference Agreement No. ARF15-06-100AUSUB and shall be submitted to the following address:

Terry White
700 Fox Trail
Opelika, Alabama 36801

After receipt, OPELIKA will process the invoice as expeditiously as possible and make payment thereon. The final invoice shall be submitted promptly by AU following completion of the work and in no event later than forty-five (45) days from the date of such completion. Invoices submitted after this deadline may not be allowable for payment.

Article 4. OPELIKA'S REPRESENTATIVES

ADMINISTRATIVE CONTACT: Jon Hayes, P.O. Box 390, Opelika, Alabama 36804, 334.705.5182

TECHNICAL CONTACT: Terry White, 700 Fox Trail, Opelika, Alabama 36801, 334. 705.2090

Article 5. TECHNICAL DIRECTION

Performance of the work hereunder shall be subject to the technical direction of the Technical Representative. Technical directions shall be in writing and signed by OPELIKA's Technical Representative. As used herein, technical directions are instructions to AU which provide details, specify required completion dates, suggest possible lines of inquiry, or otherwise complete the scope of the work identified in Article 1 of this Agreement and shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or delivery schedule.

Article 6. KEY PERSONNEL

The services of Victoreold Walker as AU's representative, are essential to the performance of this Agreement and are considered personal in nature; therefore, the duties, which are assigned, to the AU representative are non-delegable. Any replacement of the AU representative shall only be made upon the prior written concurrence of OPELIKA.

Article 7. AUDITS AND RECORDS

AU agrees to comply with the requirements of OMB Circular A-133. AU further agrees to provide OPELIKA with an annual certification that (1) the AU's financial systems comply with the intent of the requirements contained in OMB Circular A-133 and (2) the AU complies with generally accepted accounting practices.

AU shall maintain accounts, records, documents, and other evidence showing and supporting all costs incurred under this Agreement for a period of five (5) years from the date of final payment. AU agrees to promptly refund any disallowance's resulting from audit.

Article 8. INDEPENDENT CONTRACTOR

AU herein is an independent contractor, not a partner or joint venturer, and shall not act as an agent for OPELIKA. Nor shall it be deemed to be an employee of OPELIKA for any purposes whatsoever. AU shall not have any authority, either express or implied; to enter any agreement, incur any obligations on OPELIKA's behalf, or commit OPELIKA in any manner whatsoever without OPELIKA's express prior written consent.

Article 9. EFFECT OF GRANT AGREEMENT CHANGES

This Agreement is issued pursuant to the provisions set forth in the Grant Agreement. If the Grant Agreement is amended and the amendment causes this Agreement to be inconsistent with or contrary to the Grant Agreement, the parties hereto agree that they will, upon request, negotiate in good faith upon such amendments to this Agreement as may be necessary to make this Agreement consistent with the requirements of the Grant Agreement.

Article 10. ORDER OF PRECEDENCE

This Agreement consists of three (3) parts:

1. Agreement
2. Attachment A, Grant Agreement
3. Attachment B, Budget – Allocation of Funds to Auburn University

Any inconsistency in this Agreement shall be resolved by giving precedence in the same order as listed above.

Article 11. TERMINATION

Either party hereto may terminate this Agreement for convenience by giving written notice to the other party at least thirty (30) days in advance of a specified date of termination.

In case of termination, AU shall be reimbursed for all allowable costs incurred and noncancelable commitments made under the terms of this Agreement prior to such termination, but only to the extent that such costs and commitments are reimbursable to OPELIKA under the terms of the Grant Agreement. Payment shall be made upon submission to OPELIKA of an invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by OPELIKA's Technical Representative.

Article 12. NOTICES

Any notice required under this Agreement shall be in writing and addressed as follows:

If to OPELIKA:

Terry White
City of Opelika
700 Fox Trail
Opelika, Alabama 36801

If to AU:

Diane Anderson, Contract & Grant Administrator
Office of Sponsored Programs
310 Samford Hall
Auburn University, AL 36849-5131
(334) 844-4438

or to such other addresses as the party to be notified may designate from time to time in writing by like notice to the other party.

Article 13. ENTIRE AGREEMENT

This Agreement supersedes any previous oral or written agreements made by OPELIKA and AU regarding the work to be performed pursuant to the provisions of this Agreement. OPELIKA and AU acknowledge that this Agreement shall not be amended, modified, or revised except in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

OPELIKA

AU

Gary Fuller
Mayor

John M. Mason
VP for Research & Economic Development

DATE:_____

DATE:_____

Agreement No.: ARF15-06-100AUSUB

Attachment A
Grant Agreement

Attachment: City of Opelika Recycling Subaward to AU (314-15 : Agreement with AU, Award for ADEM Recycling Grant)

Attachment B
Budget – Allocation of Funds to Auburn University

Agreement No.: ARF15-06-100AUSUB

PROJECT BUDGET

Attachment: City of Opelika Recycling Subaward to AU (314-15 : Agreement with AU, Award for ADEM Recycling Grant)

RESOLUTION NO. 315-15

Motorola Maintenance Services for 800 MHz Communication System

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO
TWO SERVICES AGREEMENTS WITH MOTOROLA SOLUTIONS, INC.
PROVIDING MAINTENANCE SERVICES FOR OPELIKA’S 800 MHz
COMMUNICATION SYSTEM**

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the “City”) owns and operates an 800 MHz communication system manufactured by Motorola Solutions, Inc. (“Motorola”); and

WHEREAS, in 2013 the City purchased, leased and acquired from Motorola an Astro 25 voice and data communications upgrade with accessory equipment and a 30-foot guyed tower replacement; and

WHEREAS, the original warranty period on said communications equipment has expired; and

WHEREAS, Motorola has provided maintenance services for the City’s communications system for many years; and

WHEREAS, Motorola has prepared and submitted to the City Council a Services Agreement for Contract No. S0001022292, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Services Agreement attached hereto as Exhibit “A” provides maintenance service for the dispatch consoles, communications tower and related equipment;

and

WHEREAS, Motorola has prepared and submitted to the City Council a Services Agreement for Contract No. S00001026191, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the Services Agreement attached hereto as Exhibit “B” provides maintenance service for the City’s handheld and mobile radio units; and

WHEREAS, the City Council has determined that the general terms of such Services Agreements are acceptable to the City and are in the best interest of the City and its citizens.

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

1. That the proposed Services Agreements to be entered into between the City and Motorola, copies of which are attached hereto as Exhibits “A” and “B”, are hereby accepted, 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 Agreements.

2. That the Mayor is hereby authorized and directed to execute and deliver said Services Agreements in the name and on behalf of the City and such other notices, certificates, assurances or other instruments or other communications as may be necessary or appropriate in order to carry into effect the purpose and intent of this Resolution and said Service Agreements and to carry out fully the transactions 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 Services Agreements.

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



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001022292
Contract Modifier: RN17

Date: 08/18/2015

Company Name: Opelika, City Of
Attn:
Billing Address: Po Box 390
City, State, Zip: Opelika, AL, 36803
Customer Contact:
Phone:

Required P.O.: No
Customer #: 1035812107
Bill to Tag #: 0001
Contract Start Date: 06/01/2015
Contract End Date: 05/31/2016
Anniversary Day: May 31st
Payment Cycle: ANNUAL
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC0033A SVC828AE	SECURITY MONITORING DISPATCH SITE	\$218.46	\$2,621.52
1	SVC01SVC1101C SVC058AH	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ENH: REMOTE SITE	\$1,521.54	\$18,258.48
1	SVC059AH	ENH: DISPATCH SITE		
19	SVC061AD	ASTRO25 STATIONS		
4	SVC062AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$29.49	\$353.88
1	SVC921AG	ENH: REMOTE SITE		
1	SVC922AG	ENH: DISPATCH SITE		
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$194.87	\$2,338.44
1	SVC087AH	REMOTE SITE		
1	SVC088AH	DISPATCH SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$369.87	\$4,438.44
1	SVC179AH	ENH: REMOTE SITE		
1	SVC180AH	ENH: DISPATCH SITE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$272.44	\$3,269.28
1	SVC148AH	ENH: REMOTE SITE		
1	SVC149AH	ENH: DISPATCH SITE		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$3,124.49	\$37,493.88
19	SVC116AD	ASTRO25 STATIONS		
4	SVC589AG	ASTRO25 M1 OPERATOR POSITION		
1	SVC972AG	ENH: REMOTE SITE		
1	SVC973AG	ENH: DISPATCH SITE		
	SVC04SVC0016C	SECURITY UPDATE SERVICE	\$320.38	\$3,844.56
1	SVC835AE	DISPATCH SITE		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services	\$6,051.54	\$72,618.48
		Subtotal - One-Time Event Services	\$.00	\$.00

Attachment: Opelika Infra SA (315-15 : Motorola Maintenance Services for 800 MHz)

	Total	\$6,051.54	\$72,618.48
	Taxes	-	-
	Grand Total	\$6,051.54	\$72,618.48
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
	Subcontractor(s)	City	State
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
	MSI-FED SERVICE EUROPE DEPOT- DO172	IDSTEIN	
	MOBILE COMMUNICATIONS INC.	COLUMBUS	GA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
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Joseph Kitchens	205 746-9678
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MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
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Company Name: Opelika, City Of

Contract Number: S00001022292

Contract Modifier: RN17

Contract Start Date: 06/01/2015

Contract End Date: 05/31/2016

Attachment: Opelika Infra SA (315-15 : Motorola Maintenance Services for 800 MHz)

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001026191
Contract Modifier:

Date: 10/16/2015

Company Name: Opelika, City Of
Attn:
Billing Address: Po Box 390
City, State, Zip: Opelika, AL, 36803
Customer Contact:
Phone:

Required P.O.: No
Customer #: 1035812107
Bill to Tag #: 0001
Contract Start Date: 10/01/2015
Contract End Date: 09/30/2016
Anniversary Day: Sep 30th
Payment Cycle: MONTHLY
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
		***** Recurring Services *****			
	SVC01SVC0016C	LOCAL RADIO SUPP0RT W/PICK-UP/DLVRY	\$1,300.00	\$15,600.00	
143	SVC117AG	ENH: APX6000			
98	SVC121AG	ENH: APX6500			
210	SVC154AB	ENH: LRS PORTABLE SUPPORT ON-SITE			
113	SVC267AB	ENH: LRS MOBILE SUPPORT ON-SITE			
11	SVC26AB	XTS2500			
6	SVC27AB	ENH: XTS5000			
2	SVC322AC	CONSOLETTTE-PICK UP & DELIVERY			
13	SVC454AE	ENH: XTL2500			
11	SVC566AG	ENH: APX4000			
2	SVC573AG	ENH: APX7500 CONSOLETTTE			
8	SVC575AB	XTS1500 - PORTABLE			
2	SVC587AB	XTL5000 - MOBILE			
31	SVC945AE	ENH: APX7000			
	SVC01SVC1220C	ASTRO SFS LITE SERVICE AGREEMENT	\$650.00	\$7,800.00	
143	SVC116AG	ENH: APX6000			
98	SVC120AG	ENH: APX6500			
11	SVC26AA	ENH: XTS2500			
6	SVC27AA	ENH: XTS5000			
2	SVC495AB	XTL5000 - MOBILE			
8	SVC506AB	XTS1500			
11	SVC568AG	ENH: APX4000			
2	SVC570AG	ENH: APX7500 CONSOLETTTE			
13	SVC688AD	ENH: XTL2500			
31	SVC866AE	ENH: APX7000			
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$1,950.00	\$23,400.00
			Subtotal - One-Time Event Services	\$.00	\$.00

Attachment: Opelika Subscriber SA (315-15 : Motorola Maintenance Services for 800 MHz)

	Total	\$1,950.00	\$23,400.00
	Taxes	-	-
	Grand Total	\$1,950.00	\$23,400.00
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
	Subcontractor(s)	City	State
	MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
	MOBILE COMMUNICATIONS INC.	COLUMBUS	GA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Joseph Kitchens

MOTOROLA REPRESENTATIVE(PRINT NAME)

205 746-9678

PHONE

Company Name: Opelika, City Of

Contract Number: S00001026191

Contract Modifier:

Contract Start Date: 10/01/2015

Contract End Date: 09/30/2016

Attachment: Opelika Subscriber SA (315-15 : Motorola Maintenance Services for 800 MHz)

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

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Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

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4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

RESOLUTION NO. 316-15

Annual Appropriation Contract, Downtown Redevelopment Authority.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

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

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

confirmed,

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

: CONTRACT FOR SERVICES

COUNTY OF LEE)

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as the "CITY", and the Opelika Downtown Redevelopment Authority, a 501©(3) corporation, hereinafter referred to as "ODRA", 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 twelve (12) months commencing on the 1st day of October 2015.
2. During the City's fiscal year 2015-2016, the Opelika Downtown Redevelopment Authority is to provide services relating to the continuing redevelopment of downtown Opelika including:
 - a. The aesthetic improvement of various downtown areas
 - b. The equipping of these areas
 - c. Providing educational materials for parking and business development in downtown
 - d. Other services that may be lawfully provided
3. As compensation for the services rendered hereunder, the City agrees to pay to ODRA, for the term of this agreement the sum of \$4,500.00 payable in lump sum upon approval and execution of this contract.
4. In the performance of its obligation hereunder, ODRA shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All

programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.

5. ODRA agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. ODRA agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. ODRA in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by ODRA are performed, but on the contrary, ODRA shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
8. ODRA agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. ODRA shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this

contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.

12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

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

Gary Fuller, Mayor

ATTEST:

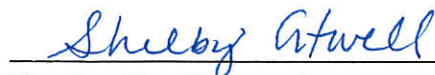
City Clerk

Opelika Downtown Redevelopment Authority (ODRA)

By: _____


John Marsh, Chairman

ATTEST:


Shelby Atwell

Shelby Atwell

December 14, 2015

RESOLUTION NO. 317-15

Annual Appropriation Contract, Museum of East Ala.

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 Museum of East Alabama, 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 Museum of East Alabama, 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

CONTRACT FOR SERVICES

CITY OF OPELIKA	)	THE MUSEUM OF EAST ALABAMA
State of Alabama	)	Post Office Box 3085
Lee County, Alabama	)	Opelika, Alabama 36803-3085

This contract is made and entered into between the City of Opelika, Alabama, a municipal corporation, Hereinafter referred to as "City", a part of the first part, and The Museum of East Alabama, a non-profit corporation, hereinafter referred to as "Museum" as part of the second part.

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

- 1) The term of the agreement shall be for a period of one 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) Museum agrees to provide the city with the following services:
 - (a) to collect any material, equipment or personal property, which will help illustrate the history of East Alabama, including but not limited to its exploration, settlement, and development.
 - (b) Preserve the historical records of significant events, which have occurred in the East Alabama area.
 - (c) Operate and maintain public facilities in both downtown Opelika and other areas which have been deeded to the Museum of East Alabama for exhibition of historical artifacts of the City and East Alabama.
- 3) The facilities of the museum shall be open and available to the public during established business hours

Contract for Services between The City of Opelika, Alabama and
The Museum of East Alabama RE: Fiscal year 10/01/2015-9/30/2016

- 4) As compensation for the services rendered herein, the City agrees to pay to the Museum the sum of:

Twenty-nine thousand six hundred one dollars (\$29,601), payable in quarterly installments of: Seven Thousand Four Hundred, Twenty-Five Cents (\$7,400.25) each.

- 5) In the event the museum should dissolve, liquidate or discontinue its operations, the city will accept all properties and exhibits of the Museum and preserve such properties as historical artifacts of the city, and the property of the Museum shall revert back to the City.
- 6) Notwithstanding any of the provisions of this agreement, it is agreed that the city has no financial interest in the business of the Museum and shall not be liable for any debts or obligations incurred by Museum, nor shall the City be deemed to be partner, joint venture, or other wise interested in the assets of the Museum, nor shall Museum at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever.
- 7) Museum in 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 not and will not assume any responsibility for the means by which or the manner in which the services by Museum, provided for herein, are performed; but on the contrary, Museum shall be wholly responsible therefore.
- 8) Museum shall not transfer or assign this agreement or license or any or the rights or privileges granted herein without prior written consent of the City.
- 9) Museum agrees to comply with all local, state and federal laws while performed under this agreement.
- 10) Museum agrees that it shall not use any of its own funds for political activity nor shall it endorse or promote the campaign of any person for political office in the City of Opelika.
- 11) Contract for Services between The City of Opelika, Alabama and
The Museum of East Alabama RE: Fiscal year 10/01/2015-9/30/2016

Page 3

- 12) This agreement supersedes any and all 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 signed in writing by both Parties.
- 13) Subject to the provision regarding assignment, this Agreement shall be binding on the Successors and assigns of the respective parties.

WITNESS our hands and seals this ____ of _____ 2015

BY: it's Mayor, The City of Opelika

ATTEST: City Clerk, the City of Opelika



Glenn Buxton
Executive Director, Museum of East Alabama

RESOLUTION NO. 318-15

Annual Appropriation Contract, Keep Opelika Beautiful.**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 Keep Opelika Beautiful, 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 Keep Opelika Beautiful,

Inc., and retain one copy.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

STATE OF ALABAMA
COUNTY OF LEE

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA

AND

KEEP OPELIKA BEAUTIFUL, INC.

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, (hereinafter referred to as City), and Keep Opelika Beautiful, Inc., a non-profit, benevolent, corporation incorporated the eighth day of January, 1997, (hereinafter referred to as Keep Opelika Beautiful), as of this first day of October, 2015:

In consideration of the agreements herein contained, it is understood between the parties that the City will furnish funding and Keep Opelika Beautiful will provide the following services on behalf of the City:

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2015, and ending September 30, 2016; provided, however, that this agreement may be renewed hereafter by the mutual agreements of the parties for one year at a time.

2. Keep Opelika Beautiful agrees that it will provide the City the following services as to its part of the overall agreement between the City of Opelika:

- (a) Assist the Mayor, City Administrator, Members of the City Council and various city department heads in developing programs which stimulate all segments of the community to help improve Opelika's physical appearance.
- (b) Through its Beautification Committee recognize and award business and industry in the City of Opelika with Clean Business Awards. Continue to expand the number of sponsors in the Adopt-A-Program.

The program is currently being used in streets and main thoroughfares throughout the City. There are areas in the City that have been currently adopted by fifteen different businesses, civic clubs and neighborhood associations. The organization fulfilled the goal to add three more Adopt-A-Mile participants during 2014-2015. The goal for 2015-2016 is to add three more organizations to the program. Because of the focus on litter, KOB has requested all Adopt-A-Mile groups to clean their areas 6 times per year.

- (c) Through its Beautification Committee it will create a spirit of community and pride by awarding and recognizing outstanding efforts in individual and neighborhood beautification and improvement to the nature surroundings in the City. Yard of the Year Awards will be presented at City Council meetings. Keep Opelika Beautiful will continue to enhance the City's Azalea and Dogwood Trail.
- (d) Keep Opelika Beautiful will coordinate all meetings and activities of the Opelika Tree Commission. Keep Opelika Beautiful will assist the city in maintaining Tree City status by coordinating Arbor Day, Earth Day and attending Alabama Urban Forestry Association annual conference.
- (e) Keep Opelika Beautiful will continue to coordinate the Electronics Recycling Event for all residents in Lee County. Since KOB started this event, over 220,000 pounds of electronics have been recycled. Over 65,000lbs of paper has been collected. Keep Opelika Beautiful coordinates the event for City of Opelika, Auburn University, City of Auburn and Lee County.

- (f) Continue education and maintaining a litter prevention program utilizing the Keep America Beautiful System, a behavioral approach to changing attitudes and habits about proper solid waste handling. Keep Opelika Beautiful will continue to host the Litter Task Force, a group that analyzes the effects of litter and ways to prevent litter. Keep Opelika Beautiful will continue to offer the annual Citywide Cleanup.
- (h) Through its Education Committee Keep Opelika Beautiful will continue to expand its Clean Campus program, with involvement of all City schools during the 2015-2016 school year. All Opelika City School are participating in various recycling programs. Vast majority of the classrooms have a recycle bin for paper. This is by far Keep Opelika Beautiful's most successful program. Keep Opelika Beautiful also participates in school sponsored events such as Arbor Day and Earth Day.
- (i) Through its Executive Director assist the Mayor and City Council in public relations effort for the City insofar as it relates to environmental questions and Citizen concerns in the City. The Executive Director will continue to speak to various businesses and civic organizations. Keep Opelika Beautiful will continue to assist the City Engineer and other staff with ADEM reports, including Storm water Management.
- (j) Keep Opelika Beautiful continues to assist City of Opelika Solid Waste Department in administering the 2015 ADEM Grant given to the East Alabama Recycling Partnership. Promotional items such as pencils, rulers and stickers were purchased through the grant. KOB uses these items in schools and after school organizations.
- (k) Keep Opelika Beautiful will continue to partner with Opelika City School, Auburn University and Food Bank of East Alabama in growing school gardens and donating produce to the Community Market. In 2014-2015, students were employed to assist with the gardens.

3. As compensation for the services to be rendered by Keep Opelika Beautiful, the City of Opelika agrees to pay or provide funds with which to pay Keep Opelika Beautiful during the fiscal year commencing October 1, 2015 and ending September 30, 2016, the sum of forty-thousand (\$40,000) dollars.

4. Notwithstanding any of the provisions of this agreement, it is understood and agreed that the City has no financial responsibility in the business or the affairs of Keep Opelika Beautiful, and the City shall not be liable for any debts or obligations incurred by Keep Opelika Beautiful, nor shall it deemed or construed to be a partner, joint venturer, or participate in or with any of the indebtedness incurred by Keep Opelika Beautiful.

5. Keep Opelika Beautiful shall comply strictly with the laws of the State of Alabama in performing its duties hereunder and in carrying out its activities.

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

- (a) Use of its influence for the purpose of interfering with or affecting the results of elections or the nominations of persons for office.
- (b) Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
- (c) Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit Keep Opelika Beautiful from attempting to secure legislation to advance environmental education in the City of Opelika and the State of Alabama.

7. Subject to the provisions regarding assignment, this agreement shall be binding upon the parties and their respective successors and assigns.

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

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

By _____

MAYOR OF THE CITY OF OPELIKA

SEAL

ATTEST:

By _____

CLERK OF THE CITY OF OPELIKA

By *Acun Vafes*

PRESIDENT, KEEP OPELIKA BEAUTIFUL, INC.

SEAL

ATTEST:

By *Rainey Meade*

TREASURER, KEEP OPELIKA BEAUTIFUL, INC.

Attachment: CM 11-17-15, agency contract, KOB. (318-15 : Annual Appropriation Contract, Keep Opelika Beautiful.)

RESOLUTION NO. 319-15

Annual Appropriation Contract, Boys & Girls Clubs.

RESOLUTION NO. _____

**RESOLUTION APPROVING CONTRACT FOR SERVICES BETWEEN THE CITY OF
OPELIKA AND THE BOYS AND GIRLS CLUB OF GREATER LEE COUNTY**

WHEREAS, the Boys and Girls Club of Greater Lee County (hereinafter called the “Club”) operates a facility for the youth of this community at 1610 Toomer Street, Opelika, Alabama; and

WHEREAS, the Club has helped strengthen the community by providing a safe, positive, constructive place for youth; and

WHEREAS, the Club offers young people a wide variety of educational, recreational, cultural and social programs; and

WHEREAS, the Club enriches the lives of the youth of this community and fosters opportunity for low and moderate income youth; and

WHEREAS, the Club offers after school and summer enrichment programs for boys and girls; and

WHEREAS, the low and moderate income youth of this community face many obstacles and the Club is a constant positive in their lives; and

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) desires to contract with the Club for the provision of services to the youth of this community; and

WHEREAS, a proposed Contract for Services (hereinafter the “Contract”) to be entered into between the City and the Club has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its

citizens to approve said Contract; and

WHEREAS, the City Council has determined that there are public purposes for contracting with the Club and appropriating public funds to the Club, including but not limited to the provision of educational, recreational, cultural, after school, summer enrichment and social programs for the low and moderate income youth of Opelika.

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

1. That the City Council hereby finds and declares that the expenditure of public funds as authorized in the Contract serves a public purpose by making available a wide variety of educational, recreational, cultural and enrichment programs for low and moderate income youth that would not otherwise be available to said children.

2. That the proposed Contract for Services to be entered into between the City and the Club, a copy of which is attached hereto as Exhibit "A", is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with 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.

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

4. That of the total appropriation authorized herein, the sum of \$32,500 is included in the budget for the current fiscal year. The Mayor and Controller are hereby authorized to transfer the sum of \$25,000 from the unassigned fund balance to the Boys and Girls Club appropriation account. The Mayor and Controller are hereby authorized to make all necessary accounting and budget entries to carry into effect the intent of the provisions of this Resolution and the attached Contract.

5. That the officers of the City and any person or persons designated and authorized

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

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

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

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

ATTEST:

 CITY CLERK

**CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA
AND THE BOYS AND GIRLS CLUBS OF GREATER LEE COUNTY**

THIS CONTRACT is made and entered into by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter referred to as the "City") and **THE BOYS AND GIRLS CLUBS OF GREATER LEE COUNTY**, a non-profit organization (hereinafter referred to as "Club").

For and in consideration of the mutual covenants hereinafter contained, the parties hereby covenant, agree and bind themselves as follows:

1. Term. The term of this Contract 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. Scope of Services. The Club agrees to provide the City with the following services:

(a) The Club shall operate the Potter-Daniel Unit of The Boys and Girls Club of Greater Lee County, Alabama, in the building located at 1610 Toomer Street, Opelika, Alabama. The Club's facilities shall be open during normal business hours on Monday through Friday from 9:30 a.m. to 2:30 p.m. and after school hours Monday through Friday from 2:30 p.m. until 6:30 p.m.

(b) The Club shall provide recreational activities for low and moderate income youth including football, basketball, baseball, softball, shuffleboard, theater, art, painting, dance and photography.

(c) The Club shall provide educational programs for low and moderate income youth including homework assistance, mentorship, health tutoring, community service, environmental education, computer skills, internet safety, nutrition, job training, drug and alcohol prevention, youth entrepreneurship, gang intervention and violence prevention.

3. Compensation for Services. As compensation for the services rendered hereunder, the City agrees to pay to Club for the term of one (1) year the sum of \$57,500.00 payable as follows:

Due Date	Amount
November 10, 2015	\$30,416.66
December 10, 2015	\$2,708.33
January 10, 2016	\$2,708.33
February 10, 2016	\$2,708.33
March 10, 2016	\$2,708.33
April 10, 2016	\$2,708.33
May 10, 2016	\$2,708.33
June 10, 2016	\$2,708.33
July 10, 2016	\$2,708.33
August 10, 2016	\$2,708.33
September 10, 2016	\$2,708.33

4. Club Responsibility. Notwithstanding any of the provisions of this Contract, it is agreed that the City has no financial interest of the Club and shall not be liable for any debts or obligations incurred by the Club, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Club, nor shall the Club at any time use the name or the credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever. The Club shall be solely responsible for the complete operation of its programs and activities and for the conduct of all of its employees, volunteers, invitees, members, participants and other persons under the Club's supervision and control. The Club shall be responsible for providing, at its sole cost and expense, all equipment, furnishings and supplies needed in the operation of its programs and activities. The Club agrees to provide adequate staffing to carry out its obligations under this Contract.

5. Independent Contractor Status. The Club in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect 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 the manner in which services by the Club are provided herein, but on the contrary, the Club shall be wholly responsible therefor.

6. Assignment. The Club shall not assign or transfer this Contract or any rights or privileges granted herein without the prior written consent of the City.

7. Compliance with Laws. The Club agrees to comply with all local, state and federal laws while performing under the terms of this Contract.

8. Default. The Club agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Club, the City may, at its option, terminate and cancel this Contract.

9. Prohibited Activities. The Club 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. The Club shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, or physical or mental handicap.

10. Intent of Agreement. This Contract 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 Contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

11. Governing Law. The validity of this Contract and its terms and provisions as well as rights and duties of the parties hereunder shall be governed by the laws of the State of Alabama.

12. Entire Agreement. The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed and have caused this Agreement to be dated as of November _____, 2015.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

ROBERT G. SHUMAN
CITY CLERK

**THE BOYS AND GIRLS CLUBS OF
GREATER LEE COUNTY**

BY: *Standa J. Lewis*
ITS President/CPO

Attachment: CM 11-17-15, agency contract, Boys & Girls Clubs. (319-15 : Annual Appropriation Contract, Boys & Girls Clubs.)

RESOLUTION NO. 320-15

Annual Appropriation Contract, Arts Assoc. of East Ala.**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 Arts Association of East Alabama, 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 have one copy delivered to the Opelika Arts Association, 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:

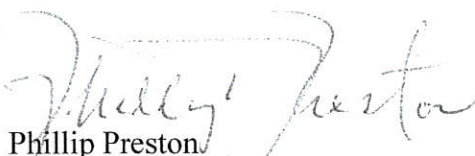
Robert G. Shuman, CMC
City Clerk - Treasurer

11/12/15

2015-2016 Contract

This is an agreement between the Arts Association of East Alabama and the City of Opelika for the fiscal year 2015-2016. In consideration of the annual appropriation (\$28,100) awarded by the City, the Arts Association provides the following services to the citizens of this area:

- A Performance Series, including performances of nationally and internationally renowned artists; orchestra, Broadway, dance, and theater tours
- The Adventure Series, which provides several thousand students, K-12, from throughout Lee County performances by major national children's theater companies at the Opelika Center for the Performing Arts
- The Scholarship Program, providing college scholarships for auditioned high school seniors, and youth arts scholarships for summer study programs
- Professional development for classroom teachers in affiliation with the John F. Kennedy Center for the Performing Arts *Partners in Education* program
- Partners with Opelika City Board of Education in the renovation of the Opelika Center for the Performing Arts
- Partners with Envision Opelika in program and facilities development for the Cultural Arts Center of East Alabama
- Sponsoring performances by the East Alabama Arts Civic Chorale
- Sponsoring performances by the East Alabama Community Band


Phillip Preston
Director of Programs

Gary Fuller
Mayor, City of Opelika



November 12, 2015

Mr. Bob Shuman
City Clerk
P.O. Box 390
Opelika, AL 36801

Dear Mr. Shuman:

On behalf of the Arts Association of East Alabama, I am requesting payment of the annual appropriation approved for our organization by the Opelika City Council for 2015-2016.

Thank you so much for your help in getting this on the Council's agenda for Tuesday, November 17, 2015.

Sincerely,

Phillip Preston
Director

Attachment: CM 11-17-15, agency contract, Arts Assoc. (320-15 : Annual Appropriation Contract, Arts Assoc. of East Ala.)

1032 SOUTH RAILROAD AVENUE
OPELIKA,
ALABAMA
36801

PHONE
334.749.8100
FAX
334.749.8100

RESOLUTION NO. 321-15

Agreement with SES Americom, Receive a Satellite Antenna Dish - OPS.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SES MEDIA COMMUNITY
ANTENNA AGREEMENT WITH SES AMERICOM, INC.**

WHEREAS, SES Americom, Inc. (hereinafter “SES”) is a world-leading satellite operator providing reliable and secure satellite communications solutions; and

WHEREAS, SES owns and operates a fleet of over 50 geostationary satellites; and

WHEREAS, the security systems provided by SES represent a significant investment so that it is important to maintain, support and service them properly; and

WHEREAS, SES has prepared and submitted to the City Council a SES Media Community Antenna Agreement (the “Agreement”) to provide a satellite dish at no cost to the City as part of the SES Center of Arc give-a-way program; and

WHEREAS, the City desires to receive the satellite antenna dish from SES; and

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

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

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

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

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

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

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

5. That the Purchasing-Revenue Manager is authorized and directed to issue all necessary and appropriate purchase orders to implement this Resolution.

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

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

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

ATTEST:

CITY CLERK

SES MEDIA COMMUNITY ANTENNA AGREEMENT

THIS AGREEMENT between SES Americom, Inc. (“SES”) and City of Opelika dba Opelika Power Services (“Recipient”) is made effective as of the date of the last signature below. Defined terms used in this Agreement have the meanings specified herein.

Recitals

SES desires to purchase and arrange for delivery of Antenna Equipment and Recipient desires to receive Antenna Equipment to be shipped to Recipient’s cable headends for the purposes stated herein. Recipient and SES desire to enter into this Agreement to specify the terms and conditions for the provision and use of such Antenna Equipment.

Terms of Agreement

ARTICLE 1. DEFINITIONS

“Affiliate” means a Party’s parent, subsidiaries or companies under common control with such Party.

“Antenna Equipment” means the antenna equipment described in Appendix 1 (Cable Headend Locations and Antenna Equipment to be provided) which is being purchased by SES and delivered to Recipient under this Agreement.

“Party” means a signatory to this Agreement.

ARTICLE 2. ANTENNA EQUIPMENT PROVIDED

A. Scope. SES will purchase and arrange for the delivery of Antenna Equipment at Recipient’s qualified cable headend locations at no charge to Recipient, except as otherwise expressly provided in Sections 2.B and 2.C. The Antenna Equipment will be provided in accordance with the terms and conditions set forth in this Agreement, including Appendix 1 (collectively, the “Agreement”).

SES has designated a coordinator (the “Liaison”) to serve as a day-to-day contact point to work with Recipient on any of its questions pertaining to this Agreement. The designated Liaison and the Liaison contact information is listed in Section 2.E.

B. Title/Warranty/Installation/Licensing. Title to the Antenna Equipment will transfer from the Antenna Equipment supplier to Recipient upon its delivery to the headend(s) designated in Appendix 1. Recipient assumes risk of loss and is responsible for insuring the Antenna Equipment upon delivery of same.

Upon transfer of the title to the Antenna Equipment to Recipient, any warranty provisions provided by the Antenna Equipment supplier shall pass to Recipient and Recipient is responsible for contacting the Antenna Equipment supplier for remedy of any defects or shortages. Recipient is obligated to operate and maintain the Antenna Equipment at the site(s) designated in Appendix 1. Recipient will be exclusively responsible, at Recipient’s sole cost and expense, for (i) installation and removal of the Antenna Equipment, (ii) any licensing by, or registration with, the Federal Communications Commission, (iii) complying with all applicable governmental laws, ordinances, codes and regulations, and (iv) obtaining any required approvals, including but not limited to local zoning or building permits. Recipient is obligated to install the Antenna Equipment within three (3) months of receiving it.

C. Returned Equipment. SES is not responsible for any shipping charges relating to any return of Antenna Equipment to the Antenna Equipment supplier.

D. Use and Maintenance. Recipient will only use the Antenna Equipment to continuously receive authorized C-band signals from programming services transmitting to SES’s satellites located at the 103° W.L. orbital location (currently the SES-3 satellite), the 101° W.L. orbital location (currently the SES-1 satellite), and the 105° W.L. orbital location (currently the AMC-18 satellite). Recipient will maintain the Antenna Equipment in good working order, at

Recipient's sole cost and expense, and use it solely in the manner described in this Agreement for as long as SES or any of SES's Affiliates operates a satellite(s) at the 103° W.L., 101° W.L., or 105° W.L. orbital locations.

In the event Recipient does not install and use the Antenna Equipment as described in this Agreement, Recipient shall reimburse SES for SES's out of pocket costs associated with its purchase and arrangement for delivery of the Antenna Equipment. SES reserves the right, from time to time, to audit Recipient's compliance with the installation and use requirements described herein by examining the records at any of Recipient's cable headend sites listed in Appendix 1 and/or by performing in-person site audits where the Antenna Equipment is located, upon not less than five (5) business days' prior written notice to Recipient.

E. Notices. All notices regarding technical or operational matters requiring immediate attention will be given by telephone followed by written notification via facsimile. All other notices and requests will be in writing delivered to the address(es) set forth below or to such other address(es) as the Party may designate in writing.

If to be given to Recipient:

Attn: David Horton, Director

City of Opelika dba Opelika Power Services
PO Box 2168
Opelika, AL 36803

Fax #: (334) 705-5528

Tel #: (334) 705-1601

If to be given to SES:

Attn: Ms. Bronnie Fisher Fiely (the Liaison)

SES Americom, Inc.
Four Research Way
Princeton, NJ 08540

Fax #: (609) 987-4381

Tel #: (609) 987-4216

cc:

Legal Department (same street address as above)

Fax #: (609) 987-4233

Tel #: (609) 987-4325

ARTICLE 3. OTHER TERMS

A. Indemnification. Recipient will indemnify and hold harmless SES, SES S.A., and any Affiliates of either entity, from and against all losses, liabilities, costs, expenses and damages of any nature (including but not limited to reasonable attorney fees and, to the extent permitted by law, any fines and penalties) based on third party claims arising out of, resulting from or in connection with (i) any failure of SES or the Antenna Equipment supplier to provide the Antenna Equipment, (ii) any failure of the Antenna Equipment to perform, (iii) Recipient's use or ownership of the Antenna Equipment, and (iv) any material transmitted on or received by the Antenna Equipment (including without limitation claims for libel, slander or copyright infringement).

B. Taxes. Recipient will pay all taxes imposed by reason of possession, ownership or use of the Antenna Equipment.

C. Limitation of Liability. SES and its Affiliates shall in no way be responsible for (i) the manufacture of the Antenna Equipment, (ii) the vendor, supplier, or distributor of the Antenna Equipment, as applicable, or (iii) the Antenna Equipment itself (including performance). SES provides no warranties of any kind, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, with respect to the Antenna Equipment. The conveying by SES of proprietary information or other information to Recipient shall in no way alter this disclaimer. In no event shall SES or its Affiliates be liable for any direct, indirect, consequential, special, punitive or other similar damages with respect to the non-delivery or late delivery of the Antenna Equipment, any defect of the Antenna Equipment, failure of the Antenna Equipment to perform, Recipient's ownership or use of the Antenna Equipment, or for any other cause whatsoever.

D. Certain Information Regarding the Provision of Antenna Equipment. Recipient hereby agrees not to disclose to third parties (without the prior written consent of SES) the material terms and conditions of this Agreement and any information provided to Recipient related to the design and performance characteristics of the satellites to

which the Antenna Equipment shall be pointed, or any subsystems or components thereof, including the transponders on such satellites.

E. Proprietary Information. To the extent that either Party discloses to the other any other information which it considers proprietary, said Party shall identify such information as proprietary when disclosing it to the other Party by marking it clearly and conspicuously as proprietary information. Any proprietary disclosure by either Party, if made orally, shall be identified as proprietary information at the time of disclosure and promptly thereafter confirmed in writing, if the disclosing Party wishes to keep such information proprietary under this Agreement. Any such information disclosed under this Agreement shall be used by the receiving Party only in its performance under this Agreement.

Neither Party shall be liable for the inadvertent or accidental disclosure of such proprietary information, if such disclosure occurs despite the exercising of the same degree of care as the receiving Party normally takes to preserve and safeguard its own proprietary information (but not less than reasonable care) or if such information: (i) is or becomes lawfully available to the public from a source other than the receiving Party before or during the period of this Agreement; (ii) is released in writing by the disclosing Party without restrictions; (iii) is lawfully obtained by the receiving Party from a third party or parties without obligation of confidentiality; (iv) is lawfully known by the receiving Party prior to such disclosure; or (v) is at any time lawfully developed by the receiving Party completely independently of any such disclosure or disclosures from the disclosing Party.

In addition, neither Party shall be liable for the disclosure of any proprietary information which it receives under this Agreement pursuant to judicial action or decree, or pursuant to any requirement of any government or any agency or department thereof having jurisdiction over such Party, provided that in the reasonable opinion of counsel for such Party such disclosure is required, and provided further that such Party to the extent reasonably practical shall have given the other Party notice prior to such disclosure.

F. Force Majeure. Neither Party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other Party, acts of government authority, strikes or other labor disturbances, or any other cause beyond the reasonable control of that Party.

G. No Implied License. The provision of Antenna Equipment or the conveying of any information under this Agreement shall not convey any license by implication, estoppel or otherwise, under any patents or other intellectual property rights of Recipient or SES, SES S.A., and their Affiliates, contractors and vendors.

H. No Third Party Rights; No Fiduciary Relationship. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create any rights, obligations or interests in third parties, or to create the relationship of principal and agent, partnership or joint venture or any other fiduciary relationship or association between the Parties.

I. No Waiver; Remedies Cumulative. No waiver, alteration, or modification of any of the terms of this Agreement will be binding unless in writing and signed by both Parties. All remedies and rights hereunder and those available at law or in equity shall be cumulative, and the exercise by a Party of any such right or remedy shall not preclude the exercise of any other right or remedy available under this Agreement, at law or in equity.

J. Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, excluding its conflicts of law rules. The Parties hereby consent to and submit to the exclusive jurisdiction of the federal and state courts located in the State of New Jersey, and any action or suit under this Agreement shall be brought by the Parties in any federal or state court established or sitting in the State of New Jersey with appropriate jurisdiction over the subject matter. The Parties shall not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of the forum, lack of personal jurisdiction, sufficiency of service of process (as long as notice of such action or suit is furnished in accordance with Section 2.E) or the like in any such action or suit.

K. Statute of Limitations; Jury Waiver. Any action of any kind by either Party arising out of this Agreement must be commenced within two (2) years from the date the right, claim, demand or cause of action first arises. **Each of the Parties hereby irrevocably waives (and agrees not to assert) the right to trial by jury in any such action.**

L. Headings; Severability; Recipient Purchase Orders. All titles and headings in this Agreement are for reference purposes only and will not affect the meaning or construction of the terms of this Agreement. If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable. Recipient agrees that any purchase order or other similar document that Recipient may issue in connection with this Agreement will be for Recipient's internal purposes only and, therefore, even if acknowledged by SES, will not in any way add to, subtract from, or in any way modify the terms and conditions of this Agreement.

M. Assignment and Other Third Party Use. Recipient's obligations under this Agreement may not be assigned or otherwise transferred to any third party without SES's prior written consent to such assignment or transfer.

N. Appendix 1. Appendix 1 (Cable Headend Locations and Antenna Equipment to be provided) is attached hereto and incorporated by reference as a part of this Agreement.

O. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each were on the same Agreement.

Execution

This Agreement contains the complete and exclusive understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements between the parties with respect thereto. To the extent that any Appendix may be inconsistent with the text of the Agreement, the text of the Agreement shall control.

**CITY OF OPELIKA DBA
OPELIKA POWER SERVICES**

SES AMERICOM, INC.

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Typed or Printed Name)

Name: _____
(Typed or Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1

Cable Headend Locations and Antenna Equipment to be Provided

Cable Operator Name: City of Opelika dba Opelika Power Services

Headend Location: Opelika, AL

Shipping Address: 600 Fox Run Parkway, Opelika, AL 36801

Shipping Contact: Nathan Mallory, Network Engineer Email: Nathan.mallory@opelikapower.com,

Phone: (334) 705-1601

Configuration A: Triple Feed Antenna Package for SES-3, SES-1, & AMC-18

- 3.7M RECEIVE-ONLY ANTENNA REFLECTOR
- A TRIPLE-FEED SYSTEM
- SIX (6) LNB'S
- MOUNTING HARDWARE
- FREIGHT COST TO CONUS LOCATIONS
- BANDPASS FILTERS FOR RADAR (Whymax # 1396WE)

Attachment: SES Agreement (321-15 : SES Agreement)

FACT SHEET

SUBJECT: contract with SES accepting free satellite antenna dish as part of the SES Center of Arc antenna give-a-way program

FACTS:

- From SES: *"Cable operators have a long history of receiving premium cable programming on the SES Western Arc cable satellites and are increasingly accessing the SES Center Arc cable satellites to receive regional sports networks and additional national programming. As cable programmers look to expand their programming lineups, the Center Arc cable satellites will increasingly become the home to premier national programming. To ensure that all cable operators have 100% visibility of SES' expanding Center Arc cable programming lineup, SES is implementing the SES Center Arc Antenna Program, a fully funded initiative for cable operators with head-ends that are not currently accessing the Center Arc cable satellites. This program will provide — at no charge to cable operators — the antenna equipment needed to receive programming on all three of the Center Arc cable satellites to ensure full access into all five of SES' cable programming satellites.*
- User department(s) – Opelika Power Services
- The costs to the city for this will be the internal labor to install the satellite antenna dish and an estimated \$3,500.00 for the construction of the foundation for mounting (i.e. concrete slab, per the manufacturers specifications).
- Accepting this satellite antenna dish from SES, represent approximately a \$15,000.00 savings.

RECOMMENDATION:

- **Recommend Contract with SES be approved.**

ORDINANCE NO. 127-15-ORD

Rezoning 11.27 Acres on Spring Drive from R-3 to I-1. - First Reading.

ORDINANCE NO. _____

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

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

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

From a R-3 District (Low Density Residential District) to a I-1 District (Institutional District), the parcel of land hereinafter described:

All of Block L of Spring Hill Heights Subdivision according to and as shown by plat of survey of said subdivision which is recorded in Plat Book 3 at Page 12 in the Office of the Judge of Probate of Lee County, Alabama, less and except that certain property described in Lot No 1 of Spring Hill Heights, Block “L” Subdivision, a copy of which subdivision is recorded in Plat Book 18 at page 133 in the Office of Judge of Probate of Lee County, Alabama.

The above-described property is further described as Lot 2 (not surveyed) of Spring Hill Heights, Block “L” Subdivision of record in Town Plat Book 18 at 133.

The above-described property is located at the intersection of Spring Drive and Dallas Avenue and contains 11.27 acres more or less.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 1447)

Lease Agreement with Envision Opelika Foundation, Inc. & the Arts Association of E.A. - 1st Reading.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE LEASING OF THE PROPERTY LOCATED AT
1103 GLENN STREET TO ENVISION OPELIKA FOUNDATION, INC. AND THE
ARTS ASSOCIATION OF EAST ALABAMA, INC.

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

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

Commence at the Northeast Corner of Section 18, Township 19 North, Range 27 East, Lee County, Alabama; Thence run South a distance of 339.80 feet; Thence run South 85 Degrees 13 Minutes 49 Seconds West, a distance of 390.75 feet to a chain link fence corner post and the Point of Beginning for the parcel herein described: Thence run South 03 Degrees 13 Minutes 55 Seconds East along said fence, 377.84 feet to an iron pin and axle at a fence corner; Thence South 85 Degrees 02 Minutes 52 Seconds West along said fence, 377.59 feet to an iron pipe on the East margin of Glenn Street Right-of-Way (formerly South Eighth Street); Thence North 03 Degrees 14 Minutes 20 Seconds West along said street, 379.04 feet to an iron pipe at the intersection of the South margin of West Johnson Avenue Right-of-Way; Thence North 85 Degrees 13 Minutes 49 Seconds East along said Right-of-Way of said West Johnson Avenue, 377.60 feet to the Point of Beginning. Described parcel containing 3.29 Acres, more or less, and as shown on Plat of Survey entitled Brown/Southside School dated August 2004 by Brady Pollock of the City of Opelika Engineering Department under the direction of Huey W. Morgan, Al. Reg. No. 18384.

Also being described as Lot 5 in Block 226 according to Totten's Official Real Estate Map of the City of Opelika as recorded in Plat Book 2, at Page 9 in the

Office of the Judge of Probate of Lee County, Alabama.

Section 2. That the City, having received an offer from Envision Opelika Foundation, Inc., and The Arts Association of East Alabama, Inc., to lease said property located at 1103 Glenn Street, Opelika, Alabama, it is hereby declared to be in the best interest of the public and the City, to lease said property to Envision Opelika Foundation, Inc., and The Arts Association of East Alabama, Inc., for a term not to exceed five (5) years.

Section 3. That a proposed Lease Agreement to be entered into between the City and Envision Opelika Foundation, Inc., and The Arts Association of East Alabama, Inc., a copy of which is attached as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. Pursuant to the authority granted by §11-47-21 of the *Code of Alabama*, 1975, the Mayor is hereby authorized and directed to execute and deliver said Lease Agreement in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to attest said Lease Agreement.

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

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

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPPROVED this the _____ day of _____, 2015.

MAYOR

ATTEST

CITY CLERK

STATE OF ALABAMA)
 : LEASE AGREEMENT
COUNTY OF LEE)

THIS LEASE AGREEMENT is made and entered into this the ____ day of _____ 2015 at Opelika, Alabama, by and between the City of Opelika, a municipal corporation, hereinafter called "**LESSOR**", and The Arts Association of East Alabama, Inc., a non-profit corporation, and Envision Opelika Foundation, Inc., a non-profit corporation, hereinafter called "**LESSEES**".

ARTICLE I

PROPERTY LEASED

LESSOR hereby leases to **LESSEES**, and **LESSEES** lease from **LESSOR**, that certain property located at 1103 Glenn Street hereinafter called “Leased Premises”, situated in Opelika, Lee County, Alabama and described as follows:

Commence at the Northeast Corner of Section 18, Township 19 North, Range 27 East, Lee County, Alabama; Thence run South a distance of 339.80 feet; Thence run South 85 Degrees 13 Minutes 49 Seconds West, a distance of 390.75 feet to a chain link fence corner post and the Point of Beginning for the parcel herein described: Thence run South 03 Degrees 13 Minutes 55 Seconds East along said fence, 377.84 feet to an iron pin and axle at a fence corner; Thence South 85 Degrees 02 Minutes 52 Seconds West along said fence, 377.59 feet to an iron pipe on the East margin of Glenn Street Right-of-Way (formerly South Eighth Street); Thence North 03 Degrees 14 Minutes 20 Seconds West along said street, 379.04 feet to an iron pipe at the intersection of the South margin of West Johnson Avenue Right-of-Way; Thence North 85 Degrees 13 Minutes 49 Seconds East along said Right-of-Way of said West Johnson Avenue, 377.60 feet to the Point of Beginning. Described parcel containing 3.29 Acres, more or less, and as shown on Plat of Survey entitled Brown/Southside School dated August 2004 by Brady Pollock of the City of Opelika Engineering Department under the direction of Huey W. Morgan, Al. Reg. No. 18384.

Also being described as Lot 5 in Block 226 according to Totten’s Official Real Estate Map of the City of Opelika as recorded in Plat Book 2, at Page 9 in the Office of the Judge of Probate of Lee County, Alabama.

ARTICLE II

LEASE TERM

This lease shall be for a term of five (5) years, beginning on the 1st day of October 2015 and expiring at 12:00 midnight on the 30th day of September 2020, unless sooner terminated as hereinafter provided. The parties agree that either party shall have the right

Attachment: LEASE AGREEMENT --- CITY OF OPELIKA AND THE ARTS ASSOCIATION OF EAST ALABAMA, INC 082815 (1447 : Ordinance Authorizing Leasing of Property)

to terminate the lease at anytime by giving the other party ninety (90) days previous notice in writing of its desire to terminate the same and **LESSEES'** obligation to pay rent shall abate after such time. It is the objective of **LESSEES** to develop the leased property as a cultural arts center. On an annual basis, and prior to exercising its right to terminate the lease as provided herein, the **LESSOR** shall analyze the progress made by **LESSEES** in renovating and developing the leased property as a cultural arts center and shall determine whether there has been satisfactory progress in said regard.

ARTICLE III

RENT

LESSEES shall pay **LESSOR** the sum of \$10.00 as annual rent of the Leased Premises, which sum shall be payable in advance on or before October 1 of each year.

ARTICLE IV

USE OF PREMISES

LESSEES shall have the right to use the Leased Premises for charitable, cultural, educational, scientific, literary and artistic purposes and activities only.

ARTICLE V

UTILITIES

LESSEES during the term hereof shall pay all charges for telephone, gas, electricity, sewage, water and other utilities used in and on the Leased Premises and for the removal of rubbish and garbage therefrom immediately upon coming due and hold **LESSOR** harmless from any liability therefor.

ARTICLE VI

ALTERATIONS

LESSEES may, at their own expense, make minor repairs and alterations to the interior of the building, partitioning walls and making such other minor alterations or

additions within the premises as may be necessary without the consent of **LESSOR**. Any alterations or fixtures attached to or affixed to the building shall become part of the building and the property of the **LESSOR** and shall not be removed unless the **LESSOR** agrees in writing to permit the **LESSEES** to do so.

ARTICLE VII

INSURANCE

(a) **LESSOR** shall secure from a good and responsible company or companies doing insurance business in the State of Alabama and shall maintain during the entire term of this lease fire and extended coverage insurance in an amount not less than the value of the building and other improvements on the Leased Premises. **LESSEES** shall pay to **LESSOR**, within thirty (30) calendar days of any invoice by **LESSOR**, on a dollar-for-dollar basis, any insurance premiums incurred by **LESSOR** to insure the Leased Premises.

(b) **LESSEES** agree to secure and keep in force from the commencement date of the lease and throughout the full term of the Lease, at the **LESSEES'** expense, commercial general liability insurance on the Leased Premises, insuring **LESSOR** against liability for injury to persons or damage to property occurring in or about the Leased Premises or arising out of the use or occupancy thereof. Said insurance shall specify a single occurrence policy limit of at least \$2,000,000 naming **LESSOR** as an additional insured.

ARTICLE VIII

EQUIPMENT AND FIXTURES

All furniture, fixtures and equipment placed on the Leased Premises by **LESSEES** shall remain the property of **LESSEES**. **LESSEES** may, at the expiration of the term hereof, remove such furniture, equipment and fixtures, if removal is done so as not to

damage the Leased Premises; provided, however, that any such furniture, equipment and fixtures not removed from the Leased Premises within thirty (30) days after the expiration or sooner of the term hereof shall be deemed to have been abandoned by the **LESSEES** and shall thereupon become the property of **LESSOR** without compensation to **LESSEES**.

ARTICLE IX

MAINTENANCE

LESSEES agree to repair and maintain the building on the Leased Premises, including the roof and walls, in as good a condition as existed on the commencement date of this Lease. **LESSEES** further agree to keep the building clean and safe and free of insect infestation and rodents. **LESSEES** further agree to replace all broken window panes and repair damaged or broken plumbing fixtures. **LESSOR** agrees to maintain in good and safe condition the exterior grounds of the Leased Premises, including the undeveloped lot on the west side of Glenn Street, which lot is across the street from the Leased Premises.

ARTICLE X

GOVERNMENTAL REGULATIONS

LESSEES covenant that they will observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state or federal authorities having jurisdiction over said premises or the activities conducted therein by **LESSEES**, their tenants and assigns.

ARTICLE XI

INDEMNIFICATION

LESSEES agree to indemnify and hold **LESSOR** harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for defense thereof, arising from the conduct or management of **LESSEES'** activities in the Leased Premises or from any breach on the part of **LESSEES** of any conditions of this lease, or from any act of negligence of **LESSEES** or their agents, contractors, employees,

concessionaires or licensees in and about the Leased Premises. In case of any action or proceeding brought against **LESSOR** by reason of such claim, **LESSEES**, upon notice from **LESSOR**, covenant to defend such action or proceeding by counsel acceptable to **LESSOR**.

ARTICLE XII

INSPECTION

LESSEES shall permit **LESSOR** and its agents to enter into and upon the leased premises, at all reasonable time, for the purpose of inspecting the same.

ARTICLE XIII

PEST CONTROL AND TERMITE BOND

LESSOR, at **LESSOR'S** expense, shall keep in full force during the Term of this Lease Agreement a termite bond that shall be reasonably satisfactory to the **LESSEES**. The parties have agreed that, under no circumstances, will the City be obligated to pay any sum in excess of \$500.00 annually for the termite bond. If the cost of the termite bond shall exceed \$500.00, the **LESSEES** shall pay all costs in excess of \$500.00. **LESSOR** during the term hereof shall provide monthly pest control services and shall exterminate additionally as needed to remedy a pest or insect infestation. **LESSEES** shall notify **LESSOR** of any pest or insect infestation. **LESSEES** agree to reimburse **LESSOR** monthly for any amounts paid for pest control services except as provided herein concerning the termite bond.

ARTICLE XIV

SALE OF LEASED PREMISES

LESSOR agrees that it will not sell, convey or transfer the Leased Premises during the Lease Term.

ARTICLE X

ASSIGNMENT AND SUBLEASE

LESSEES may assign or sublet the Leased Premises, or any part thereof, without the written consent of **LESSOR**, subject to all the terms and conditions of the Lease

Agreement.

ARTICLE XV

REMEDIES FOR DEFAULT

If **LESSEES** shall at anytime fail and neglect to perform and observe any of the covenants or conditions herein contained on its part to be performed and observed, then **LESSOR** shall have the right to terminate this lease by giving fifteen (15) days notice of its intention to do so and, after the expiration of said fifteen-day period, default not having been remedied by **LESSEES**, have the right to re-enter said premises or any part thereof without further notice or demand and to hold and peaceably enjoy the same as if these presence had not been made. In addition to all other remedies provided at law or in equity, **LESSOR** may re-let the premises or any part thereof for all or part of the remainder of said term to a party satisfactory to **LESSOR**. All rights and remedies of **LESSOR** under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies shall be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

ARTICLE XVI

SUCCESSORS AND ASSIGNS

This lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVII

ENTIRE AGREEMENT

This lease contains the entire agreement of the parties and all representations, agreements and statements made previously by any party to the other, unless set forth herein, are null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the _____ day of _____ 2015.

CITY OF OPELIKA - LESSOR
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BY: _____
Its Mayor

ATTEST:

City Clerk

THE ARTS ASSOCIATION OF EAST ALABAMA,
INC. - LESSEE

BY: _____
Its _____

ENVISION OPELIKA FOUNDATION, INC.
LESSEE

BY: _____
Its _____