OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
December 1, 2015
TIME: 7:00 PM

1. Call to Order

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

3. Invocation

The Reverend Clifford Jones provided the invocation.

4. Pledge of Allegiance
    1. Alonda Alfoaro and Paola Torres Morales from the West Forrest Intermediate School.

5. Reading of Minutes
    1. Council Meeting Minutes for 11-17-15.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded everyone present that Opelika's Christmas Parade is this Saturday 12/5 starting at 11am.

Mayor Fuller handed out his annual report to the City Council detailing the donations to local non-profit organizations, the difference in his original salary as Mayor versus the current salary for Mayor.

    1. Recognize 20<40 class member - Chris Anthony.
    Mayor Fuller recognized Chris Anthony who is a member of the current 20 Under 40 class.

8. Citizen Communications

(Limit comments to five minutes or less). No one came forward to speak.

9. Report of Disbursements

10. Committee Reports

11. General Business

12. Awarding of Bids

None.

13. Resolutions
    1. Resolution 322-15 Expense Reports from Various Departments.

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

    2. Resolution 323-15 Designate City Personal Property Surplus and Authorize Disposal

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

3. Resolution 324-15 Annual Appropriation Contract, Al Council Human Relations

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

4. Resolution 325-15 Annual Appropriation Contract, EAMC - EMS.

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

5. Resolution 326-15 Annual Appropriation Contract, EASE.

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

6. Resolution 327-15 Special Appropriation, Museum of East Al.

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

7. Resolution 328-15 Increase in Parks & Recreation Receptionist Positions

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

14. Ordinances

1. Ordinance 128-15-ORD Lease Agreement with Envision Opelika Foundation, Inc. & the Arts Association of E.A. - 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

2. Ordinance 129-15-ORD Amend City Code, Electric Rates and Charges-OPS. - Second Reading.

This ordinance was introduced by Mr. Smith T.

RESULT:	**FIRST READING INTRODUCED**

15. Appointments

None.

16. Adjourn

These City Council meeting minutes of 12-1-15 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 was adjourned at 7:15pm.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 12/01/15 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

CM MINUTES (ID # 1454)

DOC ID: 1454

Council Meeting Minutes for 11-17-15.

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

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
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

Mr. Bill White provided the invocation.

4. Pledge of Allegiance
   1. Kensley Carter, LaMontez Pollard & Carter McFadden from Carver Primary School.
5. Reading of Minutes
   1. Minutes from the 11-3-15 CM.

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

6. Unfinished Business
7. Remarks By the Mayor

Mayor Fuller wished eveyone a happy Thanksgiving.

Mayor Fuller reminded everyone present that if your garbage is usually picked up on Thursday, that next week it will be on Friday because of the Thanksgiving holiday.

1. Monthly Building Permit Reports - October, 2015
Mr. Joey Motley, City Administrator, provided a summary of the October Building Permit reports.
2. Recognize 20<40 class member - Kenneth Graves.
Mayor Fuller recognized Mr. Graves in the audience and thanked him for participating in the 20 Under 40 program.
3. Proclamation recognizing Small Business Saturday.
Mayor Fuller presented a proclamation recognizing Small Business Saturday to Bill Price, Lori King, Katie Bass & Barbara Patton.
4. Recognition of the OHS students for High Academic Achievement, AP exams.
Mayor Fuller presented a certificate of academic achievement to the OHS students who particpated in the AP exams.
5. Recognition of Kevin Lazenby, National Merit Semifinalist.
Mayor Fuller gave a special recognition to Kevin Lazenby who is a National Merit Semi-finalist.

8. Citizen Communications

(Limit comments to five minutes or less)

Brandon Hilyer stated that he was concerned about the recent shooting by an Opelika Police Officer and the previous shooting that happened in March 2014 out on the interstate. Mayor Fuller had stated there would be a thorough and transparent investigation but, the public has been given little information and few answers. The Mayor and City Council have said it was a

Attachment: CM 12-01-15, minutes of 11-17-15 CM. (1454 : Council Meeting Minutes for 11-17-15.)

justified shooting but, we still have questions that have not been answered. The citizens deserve to know where you stand, will you go on the record tonight to release the grand jury or SBI report at the end of the investigation? Thank you.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for the 47Th Annual Collinwood Luminaries.

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

2. Request for Annual Victorian Front Porch Tour.

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

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

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

4. Public Hearing Weed Abatement Asessment - 203 Morris Ave

Mr. Shuman presented this public hearing for a weed assessment at 203 Morris Avenue. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing Weed Abatement Assessment - 2900 Waterford Blvd

Mr. Shuman presented this public hearing for a weed assessment at 2900 Waterford Blvd. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing Weed Abatement Assessment - 1108 Chandler Ave

Mr. Shuman presented this public hearing for a weed assessment at 1108 Chandler Ave. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing for Demolition - 214 Byrd Avenue

Mr. Shuman presented this public hearing for a demolition at 214 Byrd Ave. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

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

Jerry Kelley, Director of Planning, presented this public hearing for a rezoning of certain property from an R-3 to a I-1. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

There were no bids.

13. Resolutions

1. Resolution 307-15 Expense Reports from Various Depts.

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

2. Resolution 308-15 Designate City Personal Property Surplus and Authorize Disposal.

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

3. Resolution 309-15 Meters & Equipment for Tantalus TUNet Smart Grid System - OPS

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

4. Resolution 310-15 Weed Abatement Assessment - 203 Morris Ave

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

5. Resolution 311-15 Weed Abatement Assessment - 2900 Waterford Blvd

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

6. Resolution 312-15 Weed Abatement Assessment - 1108 Chandler Ave

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

7. Resolution 313-15 Order for a Demolition - 214 Byrd Avenue

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

8. Resolution 314-15 Agreement with AU, Award for ADEM Recycling Grant - SW

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

9. Resolution 315-15 Motorola Maintenance Services for 800 MHz Communication System

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

10. Resolution 316-15 Annual Appropriation Contract, Downtown Redevelopment Authority.

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

11. Resolution 317-15 Annual Appropriation Contract, Museum of East Ala.

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

12. Resolution 318-15 Annual Appropriation Contract, Keep Opelika Beautiful.

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

13. Resolution 319-15 Annual Appropriation Contract, Boys & Girls Clubs.

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

14. Resolution 320-15 Annual Appropriation Contract, Arts Assoc. of East Ala.

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

15. Resolution 321-15 Agreement with SES Americom, Receive a Satellite Antenna Dish - OPS.

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

14. Ordinances

1. Ordinance 127-15-ORD Rezoning 11.27 Acres on Spring Drive from R-3 to I-1. - First Reading.

This ordinance was for a first reading and was introduced by Mr. Canon.
Then Ms. Jones made the motion to suspend the rules and approve said ordinance and was seconded by Mr. Gray. The following vote was recorded:
Aye Jones, Gray, Smith T, Canon, Smith.
Nay None.

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

2. Ordinance Lease Agreement with Envision Opelika Foundation, Inc. & the Arts Association of E.A. - 2Nd Reading.

This ordinance was for a first reading and was introduced by Mr. Gray.

RESULT: **FIRST READING INTRODUCED**

15. Appointments

There were no appointments.

16. Adjourn

These City Council meeting minutes of 11-17-15 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 7:39 pm.

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

RESOLUTION NO. 322-15

Expense Reports from Various Departments.

RESOLUTION NO. _________

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

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

Employee	Department	$ Amount
Russell Jones	Accounting	188.60
Terry White	Solid Waste	190.90
Larry Prince	OPS	450.14
Derek Lee	OPS	695.65

) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official(s).

3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.

4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.

5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

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

C. E. “Eddie’ Smith, Jr.

President City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - City Treasurer

EXPENSE REPORT

NAME Russell Jones **DEPARTMENT** Accounting **PERIOD ENDING** 11/4 - 11/5/2015

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

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

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS

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

NUMBER OR DAYS AWAY FROM HOME
2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Certified Governmental Accounting
Technician Program

METHOD OF REIMBURSEMENT
MAIL TO:
Accounting

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
4-Nov	164 miles x .575	$ 94.30
5-Nov	164 miles x .575	$ 94.30

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Russell A. Jones
SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Terry White

DEPARTMENT Solid Waste

PERIOD ENDING 11.30.15

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
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

$ 190.90

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS
	WAS NOT INCLUDED IN				
	TOTAL PAID AT				
	LAST MEEING!				

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

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

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☑ MAIL: TO

Lodging and meal charged on personal card.

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Larry Prince

DEPARTMENT Opelika Power Services

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON			343.20								53.47	396.67
TUE												0.00
WED												0.00
THU											53.47	53.47
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	343.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106.94	450.14

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: Tantalus Conference in Las Vegas Nevada

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

Opelika Power Services
P.O Box 2168
Opelika, AL, 36803

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
11/9	93 miles to Atlanta Airport	53.47
11/12	93 miles from Atlanta Airport	53.47

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

EXPENSE REPORT

NAME Derek S. Lee

DEPARTMENT OPS

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
SUN	Las Vegas Nevada				12.00						117.32	129.32
MON			383.20								74.75	457.95
TUE												0.00
WED											90.38	90.38
THU					13.00						5.00	18.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	383.20	0.00	25.00	0.00	0.00	0.00	0.00	0.00	287.45	695.65

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: Tantalas Meeting - Las Vegas & AMEA Meeting

METHOD OF REIMBURSEMENT
- [ ] DEDUCT FROM MY ADVANCE
- [x] MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
11/9- 11/12	Miles to and From Atlanta Airport	112.32
11/18	Miles to AMEA Strategic Miles	74.75
10/14	AMEA Cyber Security Meeting	75.90

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
11/8	tip for driver and bellman	5.00
11/11	taxi pass	14.48
11/12	tip for driver and bellman	5.00

Derek S. Lee @ Opelika Power Services

SIGNATURE Derek Lee (by) David H.

APPROVED BY David A. Horton

RESOLUTION NO. 323-15

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.	2006 Grasshopper Lawn Mower 61” Cut	87002433

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. 324-15

Annual Appropriation Contract, Al Council Human Relations

RESOLUTION NO. _________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Alabama Council on Human Relations, 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 Alabama Council on Human Relations, Inc., and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2015.

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

STATE OF ALABAMA
LEE COUNTY

This Contract is made and entered into as of the 1st day of October, 2015 by and between the City of Opelika and the Alabama Council on Human Relations, Inc. (Child Development Program).

ACHR, Inc. agrees

1. to provide safe, affordable, quality child care for infants, toddlers, and after-school children up to twelve years of age who are from low-income families whose parent(s) is working or in school or training.

2. to provide child care during the hours of 6:00 a.m. to 5:30 p.m.

3. to provide snacks and meals under the Child Care Feeding Program.

4. to base parent fees on a sliding fee scale.

5. to accept payments through the Child Care Block Grant.

6. to accept payments from families if the family is just over the limit for outside sources of funding.

Knowing that safe, affordable, quality child care is needed for children to enable parents to receive training or to work in jobs that will give them the experience needed to obtain better paying jobs and become productive citizens;

And knowing that the reimbursement rate provided through the Family Guidance Center or the Block Grant is not sufficient to maintain a quality child care program, Opelika City agrees:

1. to provide ACHR, Inc. with $20,000 for FY 2015-2016 to supplement the funds attainable through the reimbursement programs and parent fees based on a sliding scale so that quality child care can be provided to families with low-income at a cost that is affordable to them.

2. to provide one fourth of the supplement, or $5,000, at the beginning of each quarter.

This contract is entered into this 1st day of October, 2015.

Signature of ACHR Representative

Nancy S. Spears, CEO
Name/Title

11-16-15
Date

Signature of City of Opelika Representative

Gary Fuller, Mayor
Name/Title

Date

RESOLUTION NO. 325-15

Annual Appropriation Contract, EAMC - EMS.

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 East Alabama Healthcare Authority d/b/a East Alabama EMS LLC, 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 East Alabama Healthcare Authority, and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2015.

C. E. "Eddie" Smith, Jr.

President of City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

STATE OF ALABAMA

COUNTY OF LEE
CITY OF OPELIKA
CITY OF AUBURN

EMERGENCY RESPONSE, RESCUE AND AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEE**, a Governmental Organization of Lee County, Alabama, hereinafter referred to as **"COUNTY";** the **CITY OF OPELIKA**, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "**OPELIKA**"; the **CITY OF AUBURN**, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "**AUBURN**"; and the **EAST ALABAMA HEALTHCARE AUTHORITY d/b/a EAST ALABAMA EMS LLC**, an Alabama Corporation, hereinafter referred to as the **"HOSPITAL".** The **COUNTY, OPELIKA** and **AUBURN** collectively will hereinafter be referred to as the **"GOVERNMENTS"**.

WITNESSETH

WHEREAS, the governing bodies of the GOVERNMENTS have determined that it is necessary for the protection of the health and welfare of the citizens of Lee County, Alabama, that "Emergency Response, "Routine Response", "Rescue Service" and "Ambulance Transport Services" be afforded, and in furtherance thereof they be desirous of providing prompt and adequate routine, convalescent and emergency ambulance service for the sick, lame and injured of Lee County; and

WHEREAS, "Emergency Response" is defined as: to answer a call for assistance with the needed personnel, equipment and transportation in an expeditious manner. This includes all types of calls from either E-911 dispatch and or other emergency personal calls; and

WHEREAS, "Routine Response" is defined as: to answer a call for assistance with the needed personnel, equipment and transportation in an expeditious manner. This includes all types of calls from regular dispatch and or other non-emergency personal calls; and

WHEREAS, "Rescue Service" is defined as: the primary "first responder unit" that arrives at the call location and renders needed first aid and extricates the patient from any entrapments. This includes all types of calls from either E-911 dispatch and or other emergency personal calls; and

WHEREAS, "Ambulance Transport Service" is defined as: the ability to respond, evaluate, transport and deliver the patient to a destination. This requires a vehicle equipped with a patient compartment and stretcher and licensed by the State of Alabama; and

WHEREAS, "Ambulance" is defined as: a motor vehicle used for the transporting of persons who are wounded, injured, ill or sick. This motor vehicle will meet or exceed the Ambulance Vehicle Specifications as defined by the State of Alabama Bureau of Environmental and Health Service Standards. (Section 420-2-1-1.04); and

WHEREAS, HOSPITAL currently provides an Emergency Medical Service, hereinafter referred to as "EMS" which consists of Routine Response, Emergency Response, Rescue Service, and Ambulance Transport Service for the Cities of Auburn and Opelika, and Lee County; and

WHEREAS, the GOVERNMENTS are desirous of the HOSPITAL to provide the Emergency Response, Routine Response, Rescue Services, and Ambulance Transport Services for Lee County.

NOW, THEREFORE, in furtherance of the foregoing recitals and in consideration of the sum of money hereinafter stipulated to be paid by the GOVERNMENTS to HOSPITAL, the services to be rendered by HOSPITAL and in consideration of the mutual covenants and agreements of the parties herein contained, said parties do covenant, agree and contract as follows:

AGREEMENTS

SERVICES - HOSPITAL

1.1 SERVICES. HOSPITAL will provide Routine Response, Emergency Response, and Ambulance Transport Services for the GOVERNMENTS. HOSPITAL will also provide Rescue Service outside the police jurisdiction of Opelika. HOSPITAL will provide these services twenty-four (24) hours per day, 365 days per year.

1.2 PERSONNEL. HOSPITAL will provide Emergency Medical Technician(s) (EMT), sufficient to staff each ambulance, each of whom will be trained in accordance with the minimum training standards set forth by the State of Alabama, and will be so certified either as an EMT-Basic, EMT-Intermediate, or EMT-Paramedic.

1.3 AMBULANCES. HOSPITAL will have ambulances, staffed with appropriate levels of Emergency Medical Technicians available for the GOVERNMENTS service, twenty-four (24) hours per day, seven (7) days per week.

1.4 MANAGEMENT. Management of the these Services will be handled by the HOSPITAL's Emergency Medical Services Department. Day to day operations will be supervised by the Director of the Emergency Medical Services Department along with shift supervisors.

1.5 WORKERS' COMPENSATION TRANSFERS. HOSPITAL will provide, at no charge to GOVERNMENTS, five (5) ambulance transports within Lee County. These transports will be used by each of the GOVERNMENTS to offset work related employee transports. This service is not transferable to other agencies and expires in conjunction with this Agreement.

SERVICES

2.1 AUTHORIZATION. The GOVERNMENTS do hereby authorize HOSPITAL as the sole provider of "EMS services" (Emergency Response and Rescue Services), except as noted in Section 5.1, within the Lee County limits. Moreover, the GOVERNMENTS do grant to HOSPITAL a non-exclusive license to provide Routine Response and Ambulance Transport Services within the Lee County limits.

REGULATIONS

3.1 TRAFFIC LAWS. HOSPITAL will at all times comply with the traffic laws and ordinances applicable to and which may be in force in Lee County.

3.2 911 RESPONSE. The GOVERNMENTS do hereby require HOSPITAL to respond to all 911 calls in Lee County with an Advanced Life Support (ALS) Ambulance.

3.3 EMS REGULATIONS. HOSPITAL will comply with all laws, rules and regulations applicable to Emergency Response, Routine Response, Rescue Services and Ambulance Transport Services of the City, County, State of Alabama, and United States and particularly the rules and regulations of the State of Alabama, Department of Public Health, as the same now exists or may hereafter be amended.

TERM

4.1 CONTRACT TERM. The term of this Agreement shall commence on the **__1st__ day of __October__, 2015, and shall be effective for a period of one (1) year and shall terminate at midnight on the __30th___day of__September__, 2016.** This Agreement may also be terminated as follows:

4.2 TERMINATION DUE TO LEGISLATIVE OR ADMINISTRATIVE CHANGE.
Notwithstanding any other provision of this Agreement, in the event of enactment, adoption or promulgation of legislation, rules or regulations by the State, Local, or Federal government, or the Agencies or Departments of either of them which, during the term of this Agreement,

requires substantial increased expenditures by HOSPITAL in order to comply with such legislation, rules or regulations, HOSPITAL shall immediately notify GOVERNMENTS in writing of such legislation, rule or regulation, and provide information concerning the anticipated increased costs. The parties shall then, during a period of ninety (90) days after such notice, negotiate a new Agreement or an amendment to this Agreement to cover such increased costs. If the parties are unable to agree, either party may cancel this Agreement by giving ninety (90) days notice of cancellation in writing to the other party.

4.3 TERMINATION BY FAILURE TO PERFORM. Either party may terminate this Agreement upon the failure of the other party to comply with, or cure any breach or default of any material term, condition or covenant of this Agreement within thirty (30) days after written notice by the terminating party to the other specifying with particularity the specific material term, condition or covenant which has not been performed or has been breached by the other party.

4.4 GENERAL TERMINATION. Either party may terminate this Agreement at any time with or without cause and without penalty, by giving the other party one hundred twenty (120) days prior written notice at any time during the term of this Agreement or any extension or renewal. If the governments terminate this agreement, each agrees to compensate the Hospital based on the settling up process noted below in Section 5.1.

COMPENSATION AND FINANCIAL

5.1 OPERATIONS AMOUNT. GOVERNMENTS each agree to pay HOSPITAL **$261,036** payable in quarterly installments of **$65,259** for Emergency Response, Routine Response, Ambulance Transport Services, and Rescue Services, except Opelika who agrees to provide its own rescue services.

5.2 CAPITAL AMOUNT. GOVERNMENTS each agree to pay HOSPITAL **$28,440** payable in quarterly installments of **$7,110.**

5.3 PAYMENT DATE. GOVERNMENTS agree to issue the above quarterly payment within ten (10) days following the end of each quarter, in a routine manner, without need for invoices.

5.4 REVENUE. The HOSPITAL will bill patients and insurance companies for Ambulance Transport Services. HOSPITAL will retain all monies collected from these billings.

5.5 ALLOCATION. Revenues, contractual discounts, subsidies, operational expenses and capital expenses shall be allocated to the GOVERNMENTS based on actual use of the Lee County EMS service, either direct or back-up calls. This allocation pertains to bookkeeping procedures only. It does not affect the amount payable from the GOVERNMENTS to HOSPITAL.

5.6 RECORDS. HOSPITAL shall keep and maintain records reflecting all calls made and received, and an accurate record of the costs and expenses in the operation of the EMS Service.

5.7 BUDGET. Within sixty (60) days prior to the termination of this Agreement, HOSPITAL shall provide to the GOVERNMENTS an operating and capital budget which accurately and fairly projects the financial operation of the EMS Service for the next fiscal year.

5.8 INCOME STATEMENT. HOSPITAL shall provide to the GOVERNMENTS an annual income statement, which accurately reflects the financial condition of the EMS Service at September 30th. This income statement shall be delivered to GOVERNMENTS within one hundred fifty (150) days after the year end.

INDEMNITY

6.1 GOVERNMENTS. GOVERNMENTS agree to defend, indemnify and hold harmless the HOSPITAL for any and all liability claims or liability costs, and expenses which HOSPITAL may incur where said liability is incurred as the result of the negligence or malpractice, of GOVERNMENTS, or its employees.

6.2 HOSPITAL. HOSPITAL agrees to defend, indemnify and hold harmless GOVERNMENTS and from any and all liability claims or liability costs, and expenses which GOVERNMENTS may incur where said liability is incurred as the result of the negligence or malpractice, of HOSPITAL or its employees.

The provisions of this Section shall survive the expiration or termination of this Agreement.

INDEPENDENT CONTRACTOR

7.1 HOSPITAL. In the performance of the work, duties and obligations evolving upon it under this Agreement, it is mutually understood and agreed that HOSPITAL is at all times acting and performing as an independent contractor; that GOVERNMENTS, shall neither have nor exercise control or direction over the methods by which HOSPITAL provides the work and services except that HOSPITAL, by this Agreement, agrees to perform the said work and services at all times in strict accordance with currently approved methods and that the sole interest of the GOVERNMENTS is to assure that said services shall be performed and rendered in a competent, efficient, and satisfactory manner.

7.2 HOSPITAL EMPLOYEES. HOSPITAL's employees shall not be deemed to be employees of the GOVERNMENTS and shall not act in an Agency capacity for

GOVERNMENTS and shall not be entitled to any benefits provided by GOVERNMENTS to its employees, including, but not limited to vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits of any kind.

INSURANCE

8.1 WORKERS' COMPENSATION INSURANCE. HOSPITAL will, at HOSPITAL's expense, obtain and maintain appropriate workers' compensation coverage for HOSPITAL's employed personnel.

8.2 PROFESSIONAL LIABILITY INSURANCE. HOSPITAL will, at HOSPITAL's expense carry professional and comprehensive general and liability insurance covering HOSPITAL, its employed personnel and vehicles, in the minimum amount of $1,000,000 per occurrence and $1,000,000 annual aggregate during the term of this Agreement and an appropriate term thereafter. The deductible for the ambulance liability is $1,000 and the deductible for the professional liability is $50,000. Failure to obtain or maintain coverage will be cause for immediate termination of this Agreement.

8.3 INSURANCE COPIES AND CERTIFICATES. HOSPITAL will furnish copies to GOVERNMENTS, if requested by GOVERNMENTS, of each insurance policy and shall furnish copies of all amendments and renewals to each policy so long as this Agreement is in effect. HOSPITAL will additionally cause to be issued by such insurer or insurers a certificate thereof reflecting such coverage and shall instruct and obtain the consent of such insurer or insurers to provide prior written notice to GOVERNMENTS of the cancellation or proposed cancellation thereof for any cause.

GENERAL

9.1 APPLICABLE LAW. This Agreement shall be governed and construed under the laws of the State of Alabama.

9.2 SEVERABILITY. In the event that any of the provisions or portions of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, and portions thereof, shall not be affected thereby.

9.3 WAIVER. The failure by either party hereto to act with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of this Agreement, regardless of the non-breaching party's knowledge of such preceding breach at the time of acceptance of such performance.

9.4 ASSIGNMENT. HOSPITAL will not assign or transfer its interest in this

Agreement or delegate its duties and responsibilities hereunder without the written consent of the GOVERNMENTS.

9.5 COMPLETE AGREEMENT. This Agreement constitutes the complete understanding 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.

9.6 AMENDMENT. This Agreement may be amended at any time upon mutual consent of both GOVERNMENTS and the HOSPITAL, notwithstanding that the failure of either party to concur with an amendment proposed by the other provides no cause for termination of the Agreement before the date of expiration. Furthermore, all amendments must be in writing and signed by both the GOVERNMENTS and the HOSPITAL.

9.7 FORCE MAJEURE. If either of the parties hereto is delayed or prevented from fulfilling any of its obligations under this Agreement by Force Majeure, said parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

9.8 LEGAL FEES. In the event either party elects or incurs legal expenses to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including, without limitation, attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

9.9 SUPERSEDING OF PRIOR AGREEMENT(S). This Agreement shall supersede any and all other agreements (written and/or oral) between HOSPITAL and GOVERNMENTS relating to Emergency Response, Routine Response, Ambulance Transport Services and Rescue Services.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

NOTICES

10.1 NOTICES. All notices hereunder shall be in writing, delivered personally or by certified or registered postal mails and shall be deemed given when delivered personally or when deposited in the United States Mail, addressed as below and with proper postage affixed.

TO HOSPITAL:

Terry Andrus
President
East Alabama Healthcare Authority
2000 Pepperell Parkway
Opelika, Alabama 36802

TO GOVERNMENTS:

LEE COUNTY:
Bill English
Lee County Probate Judge
Lee County Court House
215 South 9th Street
Opelika, Alabama 36801

CITY OF OPELIKA:
Gary Fuller
Mayor of Opelika
Opelika City Hall
204 South 7th Street
Opelika, AL 36801

CITY OF AUBURN:
Charlie Duggan
City Manager
City of Auburn
144 Tichenor Ave., Suite 1
Auburn, Alabama 36830

IN WITNESS WHEREOF, the parties represent that they have full authority to execute this Agreement and have executed this Agreement in multiple originals (two) as of the _________ day of ______________, 2015.

EAST ALABAMA HEALTHCARE AUTHORITY:

____
Terry Andrus
President

____
Samuel A. Price, Jr.
Vice President Finance

____
Roben H. Nutter
General Counsel

GOVERNMENTS:

LEE COUNTY:

____
Bill English
Probate Judge

____
Roger Rendleman
County Administrator

CITY OF AUBURN:

____
Bill Ham
Mayor

____
Charlie Duggan
City Manager

CITY OF OPELIKA:

____
Gary Fuller
Mayor

____
R. G. Shuman
City Clerk

EAST ALABAMA EMS LLC

11/12/15

Dear Mayor Fuller, Mayor Ham and Judge English,

Enclosed you will find a copy of the "Emergency Response, Rescue and Ambulance Agreement" between our local governmental entities and East Alabama Medical Center. It has been reviewed and signed by all of the appropriate EAMC personnel. It is now being submitted for your review and signature. It continues to be a pleasure for us to work collaboratively to provide Emergency Services to the Cities of Auburn, Opelika and Lee County areas. I am especially excited at my opportunity as the New Director of EAEMS to continue to develop a strong and trusting working relationship with all of you. Please do not hesitate to call for any questions or concerns as it relates to your review of the agreement. Please forward the signature page (pg 9) of the document back to my attention as soon as possible. Once I am in receipt of all the other needed signatures I will re-forward a copy of this page back to you for your records.

Again, thank you for your continued support and please have a blessed beginning to this holiday season.

Sincerely,

Sharon Gess

Sharon Gess, BA, BSN, MBA
Director, Emergency Services
2000 Pepperell Parkway
Opelika, AL 36801
sharon.gess@eamc.org
334-528-1196 / 5856

cc:
Terry, Andrus, CEO, EAMC
Sam Price, CFO, EAMC
Roben Nutter, General Counsel, EAMC
Ken Lott, VP Chief Administrative Officer, EAMC
Bennett Carpenter, EAEMS Operations Manager

RESOLUTION NO. 326-15

Annual Appropriation Contract, EASE.

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 East Alabama Services for the Elderly, Inc. (EASE), 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 East Alabama Services for the Elderly, Inc., and retain one copy.

ADOPTED and APPROVED this the ________ day of ____________________, 2015.

____

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

AGREEMENT

This agreement made and entered into this 7th day October, 2015 between **East Alabama Services for the Elderly, Inc.**, an Alabama non-profit corporation, hereinafter referred to as **"Agency"** and the **City of Opelika**, a municipal corporation, hereinafter referred to as **"City"**, shall be binding for the period October 1, 2015, through September 30, 2016.

The **City** has approved an appropriation in the amount of $10,000 for the **Agency.** The **Agency** provides multiple services to the elderly and/or disabled, and these monies will be used to offset the expenses involved in our mission to promote the health, safety, and social welfare of this target population in the City of Opelika, Alabama.

The **Agency** shall use funds from the **City** for the reasons stated above.

The **City** shall pay to the **Agency** the sum of $10,000 for budget year October 1, 2015, through September 30, 2016. The payments will be disbursed quarterly, and after all agreements and resolutions have been executed.

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

East Alabama Services for the Elderly, Inc. Non-profit Corporation	**City of Opelika** Municipal Corporation
Sherri Long ____________________ Sherri Long, Executive Director	____________________ Gary Fuller, Mayor
Attest By: Lani Richardson	Attest By:____________________

RESOLUTION NO. 327-15

Special Appropriation, Museum of East Al.

RESOLUTION No. ________

WHEREAS, it has been determined that the Museum of East Alabama has a need for additional funding to assist with the cost of busing citizens to the Victorian Front Porch Tour, and

WHEREAS, Council President Eddie Smith Ward 4 would like to donate a portion of their discretionary funds to the Museum of East Alabama to assist with the cost of said project.

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

1. That following City Council member(s) wish to provide discretionary funds as detailed below, to assist with the cost of busing citizens to the Victorian Front Porch Tour:

Eddie Smith	Discretionary reserve fund	Ward 4	$300.00

2. That the Council hereby declares and determines that the expenditure of these public funds will serve a public purpose for the City of Opelika.
3. That Mayor Fuller and the Controller are hereby authorized and directed to transfer a total of $300.00 as designated in No. 1 above to the appropriate account(s).
4. That the City Clerk-Treasurer is hereby authorized to process the required documents so a check for $300.00 payable to the Museum of East Alabama can be prepared and mailed.

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

C. E. “Eddie” Smith, Jr.

President City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 328-15

Increase in Parks & Recreation Receptionist Positions

RESOLUTION NO. _____________

RESOLUTION INCREASING THE NUMBER OF AUTHORIZED POSITIONS IN THE JOB CLASSIFICATION OF PARKS AND RECREATION RECEPTIONIST AND ELIMINATING THE POSITION OF RECREATION BUILDING SERVICE WORKER

WHEREAS, the Mayor has submitted his recommendation to the City Council to increase the number of authorized positions in the job classification of Parks and Recreation Receptionist from one to two and to eliminate the position of Recreation Building Service Worker in the Parks and Recreation Department.

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

1. That the number of authorized positions in the existing job classification of Parks and Recreation Receptionist at pay grade 7 is hereby increased from one to two.

2. That one authorized position of Recreation Building Service Worker at pay grade 6 is hereby eliminated.

3. That the Director of Parks and Recreation Department is hereby authorized and directed to modify the organizational chart of the Parks and Recreation Department to implement the changes in personnel as contemplated by this Resolution.

4. That the Mayor and the Controller are authorized to make the appropriate budget adjustments to implement this Resolution.

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

ORDINANCE NO. 128-15-ORD

Lease Agreement with Envision Opelika Foundation, Inc. & the Arts Association of E.A. - 2Nd Reading.

ORDINANCE NO. _______________

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

BY:________________________________
Its Mayor

ATTEST:

City Clerk

THE ARTS ASSOCIATION OF EAST ALABAMA, INC. - LESSEE

BY:_____________________________________
Its ___________________

ENVISION OPELIKA FOUNDATION, INC.
LESSEE

BY:_____________________________________
Its ___________________

ORDINANCE NO. 129-15-ORD

Amend City Code, Electric Rates and Charges-OPS. - Second Reading.

ORDINANCE NO.__________

AN ORDINANCE AMENDING DIVISION 3, ARTICLE II OF CHAPTER 28 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, AS AMENDED, PERTAINING TO ELECTRIC RATES AND CHARGES; PROVIDING THAT THE CHANGES TO ELECTRIC RATES MADE HEREIN SHALL BE APPLIED TO MONTHLY CUSTOMER BILLS BEGINNING WITH THE JANUARY, 2016 BILLING CYCLES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE

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

Section 1. **Amendment.** That Division 3, Article II of Chapter 28 of the *Code of Ordinances* of the City of Opelika, Alabama, entitled “Rates and Charges”, is hereby amended to read as follows:

Division 3 Rates and Charges

Sec. 28-55. - Residential general service rates and charges; Rate Schedule RS-2016 (Rate Code R).

(a) Availability. This schedule is available in the retail service area of Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city").

(b) Applicability. This schedule is applicable for use in private residences, single-family dwelling units, and farms. Energy delivered to each residence, dwelling unit, or farm shall be separately metered, and shall include energy used for incidental, non-commercial purposes (e.g., swimming pools, garages and workshops). This schedule is not applicable to recognized boarding or rooming houses or commercial establishments. Energy taken under this schedule may not be resold or shared with others.

Residential customers meeting the applicability provisions set forth in rate schedule RE-2016 (residential all-electric service) may be served under that rate schedule.

(c) Character of service. Energy and power delivered hereunder shall be alternating current, sixty (60) Hertz, single-phase at OL&P's option, three (3) phase, at available voltage and at a single delivery point. Separate supplies for the same customer at different voltages or at other delivery points shall be separately metered and billed.

(d) Monthly rates and charges. The following rates and charges for electrical power to residential customers as defined above are hereby approved, adopted, authorized and confirmed:

(1) Basic monthly charge.

a. Customer charge.

For each month a charge of $19.50

b. Energy charge.

First 600 kWh $0.0875/kWh

For 600 kWh ….$0.0795/kWh

All additional kWh $0.0764/kWh

(2) Power cost adjustment. OPS' power cost adjustment clause PCA-2016, or its successor, is applicable to all energy sales hereunder.

(3) Minimum charge. The minimum monthly charge shall be the customer charge.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the state utility tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then-currently effective Code of the city.

(e) Payment.

(1) Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(2) Customers hereunder may qualify for "budget billing," whereby monthly bills shall reflect estimated average monthly charges over a year's time, subject to being adjusted to reflect actual charges based on actual usage after each twelve (12) consecutive month's billings. Additional information on budget billing is available at the offices of OPS.

(f) Terms and conditions.

(1) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this Code.

(2) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(3) This rate schedule shall be effective for bills rendered on and after January 1, 2016.

(Ord. No. 117-07, § 1, 9-18-07; Ord. No. 125-14, § 1, 9-16-14)

Sec. 28-55.1. - Residential all-electric service rates and charges; Rate Schedule RE-2016 (Rate Code E).

(a) Availability. This schedule is available in the retail service area of the Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city").

(b) Applicability. This schedule is applicable for use in private residences, single-family dwelling units, and farms where electric energy is the exclusive energy source for space heating, air conditioning, and water heating. Energy delivered to each residence, dwelling unit, or farm shall be separately metered, and shall include energy used for incidental, non-commercial purposes (e.g., swimming pools, garages and workshops). This schedule is not applicable to recognized boarding or rooming houses or commercial establishments. Energy taken under this schedule may not be resold or shared with others.

Residential customers not satisfying the applicability requirements of this rate schedule RE-2016 may be served under rate schedule RS-2007 (residential general service).

(c) Character of service. Energy and power delivered hereunder shall be alternating current, sixty (60) Hertz, single-phase at OPS' option, three (3) phase, at available voltage and at a single delivery point. Separate supplies for the same customer at different voltages or at other delivery points shall be separately metered and billed.

(d) Monthly rates charges. The following rates and charges for electrical power to all electric residential customers as defined above are hereby approved, adopted, authorized and confirmed.

(1) Basic monthly charges.

a. Customer charge.

For each month a charge of $19.50

b. Energy charge.

First 600 kWh @ $0.07970/kWh

All additional kWh @ $0.07270/kWh

(2) Power cost adjustment. OPS' power cost adjustment clause PCA-2016, or its successor, is applicable to all energy sales hereunder.

(3) Minimum charge. The minimum monthly charge shall be the customer charge.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable

to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the state utility tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then-currently effective Code of the city.

(e) Payment.

(1) Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(2) Customers hereunder may qualify for "budget billing," whereby monthly bills shall reflect estimated average monthly charges over a year's time, subject to being adjusted to reflect actual charges based on actual usage after each twelve (12) consecutive month's billings. Additional information on budget billing is available at the offices of OPS.

(f) Terms and conditions.

(1) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this Code.

(2) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(3) This rate schedule shall be effective for bills rendered on and after January 1, 2016.

(Ord. No. 117-07, § 1, 9-18-07; Ord. No. 125-14, § 2, 9-16-14)

Sec. 28-56. - Commercial general service rates and charges; Rate Schedule GS-2016 (Rate Code EH CP).

(a) Availability. This rate schedule is available in the retail service area of the Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city"). This rate schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

(b) Applicability. This rate schedule is applicable to all non-residential users of energy and power, for all service of the same available character supplied to the customer's premises through a single delivery point. Energy and power taken under this schedule may not be resold or shared with others.

(c) Character of service. Energy and power delivered hereunder shall be alternating current, sixty (60) Hertz, single or three-phase, as available, at the nominal standard voltage of OPS, as available, and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to OPS and must meet OPS's specifications. Separate supplies for the same customer at different voltages or at different delivery points shall be separately metered and billed.

(d) Monthly rates and charges. The following rates and charges for electrical power for non-residential customers as defined above are hereby approved, adopted, authorized and confirmed:

(1) Basic monthly charges.

a. Customer charge.

For each month, a charge of $50.00

b. Demand charge.

1. Standard service (rate code C). Where the customer receives service at a nominal voltage of less than 12.47 kV; the demand charge shall be as follows:

First 24 kVA of billing demand @ .....No Charge

For 24 kVA to 50 kVA of billing demand @ ….$12.72/kVA

All additional kVA of billing demand @ $13.22/kVA

2. Primary service (rate code CP). Where the customer receives service at a nominal voltage of 12.47 kV or greater; the demand charge shall be as follows:

First 24 kVA of billing demand @ .....No Charge

For 24 kVA to 50 kVA of billing demand @ $12.69/kVA

All additional kVA of billing demand @ $13.19/kVA

The customer's "billing demand" shall be the greater of (i) the customer's measured demand for the current monthly billing period, or (ii) seventy (70) percent of the greatest such measured demand that shall have occurred during the prior eleven (11) monthly billing periods. The customer's "measured demand" shall be the greatest fifteen-minute integrated kVA demand of the customer during the current monthly billing period, as determined by suitable metering equipment of OPS.

c. Base energy charge.

First 3,000 kWh @ $0.09890/kWh

Next 2,000 kWh @ $0.06780/kWh

All additional kWh @ $0.0427/kWh

(2) Power cost adjustment. OPS's power cost adjustment clause PCA-2016, or its successor, is applicable to all energy sales hereunder.

(3) Minimum charge. The minimum monthly charge shall be the sum of the customer charge and the demand charge.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the Alabama State Utility Tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then-currently effective code of ordinances of the city.

(e) Payment. Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(f) Terms and conditions.

(1) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this Code.

(2) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(3) This rate schedule shall be effective for bills rendered on and after January 1, 2016 and supersedes all previous rates schedules previously applicable service to the customer.

Sec. 28-56.1. - Commercial all electric general service and public school rates and charges; Rate Schedule GE-2016 (Rate Code AH AP).

(a) Availability. This rate schedule is available in the retail service area of the Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city"). This rate schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

(b) Applicability. This rate schedule is applicable to all non-residential users of energy and power, for all service of the same available character supplied to the customer's premises through a single delivery point, but only where electric energy supplied hereunder is the exclusive energy source for comfort space heating and, air conditioning, and water heating. Energy and power taken under this schedule may not be resold or shared with others.

(c) Character of service. Energy and power delivered hereunder shall be alternating current, sixty (60) Hertz, single or three-phase, as available, at the nominal standard voltage of OPS, as available, and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to OPS and must meet OPS's specifications. Separate supplies for the same customer at different voltages or at different delivery points shall be separately metered and billed.

(d) Monthly rates and charges. The following rates and charges for electrical service to all-electric non-residential customers and public schools as defined above are hereby approved, adopted, authorized and confirmed:

(1) Basic monthly charges.

a. Customer charge.

For each month, a charge of $50.00

b. Demand charge.

1. Standard service (rate code A). Where the customer receives service at a nominal voltage of less than 12.47 kV, the demand charge shall be as follows:

First 24 kVA of billing demand @ .....No Charge

For 24 kVA to 50 kVA of billing demand @ $5.10/kVA

All additional kVA of billing demand @ $12.36/kVA

2. Primary service (rate code AP). Where the customer receives service at a nominal voltage of 12.47 kV or greater; the demand charge shall be as follows:

First 24 kVA of billing demand @ .....No Charge

For 24 kVA to 50 kVA of billing demand @ $5.04/kVA

All additional kVA of billing demand @ $12.30/kVA

The customer's "billing demand" shall be the greater of (i) the customer's measured demand for the current monthly billing period, or (ii) seventy (70) percent of the greatest such measured demand that shall have occurred during the prior eleven (11) monthly billing periods. The customer's "measured demand" shall be the greatest fifteen-minute integrated kVA demand of the customer during the current monthly billing period, as determined by suitable metering equipment of OPS.

c. Base energy charge.

First 3,000 kWh @ $0.09890/kWh

Next 2,000 kWh @ $0.06780/kWh

All additional kWh @ $0.04270/kWh

(2) Power cost adjustment. OPS's power cost adjustment clause PCA-2016, or its successor, is applicable to all energy sales hereunder.

(3) Minimum charge. The minimum monthly charge shall be the sum of the customer charge and the demand charge.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the Alabama State Utility Tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then currently effective code of ordinances of the city.

(e) Payment. Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(f) Terms and conditions.

(1) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this Code.

(2) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(3) This rate schedule shall be effective for bills rendered on and after January 1, 2016 and supersedes all previous rates schedules previously applicable service to the customer.

Sec. 28-56.2 - Commercial time-of-use service rates and charges; Rate Schedule GT-2016 (Rate Codes T1, T2, T3 & T4).

(a) Availability. This rate schedule is available in the retail service area of the Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city"). This rate schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

(b) Applicability.

(1) This rate schedule is applicable to all non-residential users of energy and power, for all service of the same available character supplied to the customer's premises through a single delivery point. Energy and power taken under this schedule may not be resold or shared with others.

(2) In order to be eligible for this rate schedule, a new customer shall enter into a contract for service by OPS with a minimum initial term of twelve (12) months, and for an existing customer, the current contract term must extend at least through May 30 following the beginning of the current monthly billing period.

(c) Character of service. Energy and power delivered hereunder shall be alternating current, sixty (60) Hertz, single or three-phase, as available, at the nominal standard voltage of OPS, as available, and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to OPS and must meet OPS's specifications. Separate supplies for the same customer at different voltages or at different delivery points shall be separately metered and billed.

(d) Monthly rates and charges. The following rates and charges for commercial time-of-use service customers as defined above are hereby approved, authorized, ratified and confirmed.

(1) Basic monthly charges.

a. Customer charge.

For each month, a charge of $70.00

b. Demand charge.

1. Where the customer has selected billing option A described below:

(i) Standard service (rate code T1). Where the customer receives service at a nominal voltage of less than 12.47 kV; the demand charge shall be the sum of the following charges:

All kVA of on-peak billing demand @ $16.52/kVA

All kVA of off-peak billing demand @ $5.85/kVA

(ii) Primary service (rate code T2). Where the customer receives service at a nominal voltage of 12.47 kV or greater, the demand charge shall be the sum of the following charges:

All kVA of on-peak billing demand @ $16.20/kVA

All kVA of off-peak billing demand @ $5.53/kVA

2. Where the customer has selected billing option B described below:

(i) Standard service (rate code T3). Where the customer receives service at a nominal voltage of less than 12.47 kV; the demand charge shall be the sum of the following charges:

All kVA of on-peak billing demand @ $7.37/kVA

All kVA of off-peak billing demand @ $5.85/kVA

(ii) Primary service (rate code T4). Where the customer receives service at a nominal voltage of 12.47 kV or greater, the demand charge shall be the sum of the following charges:

All kVA of on-peak billing demand @ $7.66/kVA

All kVA of off-peak billing demand @ $5.53/kVA

3. Determination of billing demand: The customer may elect either billing option A or billing option B:

Options A: The customer's "on-peak billing demand" shall be the customer's measured demand during on-peak hours, if any, during the current monthly billing period. The customer's "off-peak billing demand" shall be the customer's measured demand during off-peak hours during the current monthly billing period.

Options B: The customer's "on-peak billing demand" shall be the greatest of the customer's measured demand during on-peak hours during the current monthly billing period and the prior eleven (11) monthly billing periods. The customer's "off-peak billing demand" shall be the customer's measured demand during off-peak hours during the current monthly billing period.

The customer's "measured demand," during either on-peak hours or off-peak hours shall be the greatest fifteen-minute integrated kVA demand of the customer during the respective hours in the current monthly billing period, as determined by suitable metering equipment of OPS. "On-peak hours" are the hours between 12:00 noon and 7:00 p.m., Monday through Friday, during the months of May through September, excluding Independence Day and Labor Day. "Off-peak hours" are all hours that are not on-peak hours.

c. Base energy charge.

First 3,000 kWh @ $0.09890/kWh

Next 2,000 kWh @ $0.06780/kWh

All additional kWh @ $0.04270/kWh

(2) Power cost adjustment. OPS's power cost adjustment clause PCA-2016, or its successor, is applicable to all energy sales hereunder.

(3) Minimum charge. The minimum monthly charge shall be the sum of the customer charge and the demand charge.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the Alabama State Utility Tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then-currently effective code of ordinances of the city.

(e) Payment. Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(f) Terms and conditions.

(1) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this code.

(2) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(3) This rate schedule shall be effective for bills rendered on and after January 1, 2016 and supersedes all previous rates schedules previously applicable service to the customer.

Sec. 28-57. - Large power general service rates and charges; Rate Schedule LP-2016 (Rate Codes P&PP).

(a) Availability. This rate schedule is available in the retail service area of the Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city").

This rate schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

(b) Applicability. This rate schedule is applicable to all non-residential users of energy and power, for all service of the same available character supplied to the customer's premises through a single delivery point, where the customer's power requirement is reasonably expected to equal or exceed one thousand (1,000) kVA. Energy and power taken under this schedule may not be resold or shared with others.

(c) Character of service. Energy and power delivered hereunder shall be alternating current, sixty (60) Hertz, single or three-phase, as available, at the nominal standard voltage of OPS, as available, and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to OPS and must meet OPS's specifications. Separate supplies for the same customer at different voltages or at different delivery points shall be separately metered and billed.

(d) Monthly rates and charges. The following rates and charges for electric power delivered to large power customers as defined above are hereby approved, adopted, authorized and confirmed:

(1) Basic monthly charges.

a. Customer charge.

For each month, a charge of $650.00

b. Demand charge.

1. Standard service (rate code P). Where the customer receives service at a nominal voltage of less than 12.47 kV, the demand charge shall be as follows:

First 50 kVA of billing demand @ .....No Charge

All additional kVA of billing demand @ $15.40/kVA

2. Primary service (rate code PP). Where the customer receives service at a nominal voltage of 12.47 kV or greater; the demand charge shall be as follows:

First 50 kVA of billing demand @ .....No Charge

All additional kVA of billing demand @ $14.40/kVA

The customer's "billing demand" shall be the greater of (i) the customer's measured demand for the current monthly billing period, or (ii) eighty (80) percent of the greatest such measured demand that shall have occurred during the prior eleven (11) monthly billing periods. The customer's "measured demand" shall be the greatest fifteen-minute integrated kVA demand of the customer during the current monthly billing period, as determined by suitable metering equipment of OPS.

c. Base energy charge.

All kWh @ $0.0450/kWh

(2) Power cost adjustment. OPS's power cost adjustment clause PCA-2016, or its successor, is applicable to all energy sales hereunder.

(3) Minimum charge. The minimum charge shall be the sum of the customer charge and the demand charge.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the Alabama State Utility Tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then-currently effective code of ordinances of the city.

(e) Payment. Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(f) Terms and conditions.

(1) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this code.

(2) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(3) This rate schedule shall be effective for bills rendered on and after January 1, 2016 and supersedes all previous rates schedules previously applicable service to the customer.

Sec. 28-57.1. - Large power time-of-use service rates and charges; Rate Schedule LT-2007 (Rate Codes T5, T6, T7 & T8).

(a) Availability. This rate schedule is available in the retail service area of the Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city"). This rate schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

(b) Applicability.

(1) This rate schedule is applicable to all non-residential users of energy and power, for all service of the same available character supplied to the customer's premises through a single delivery point, where the customer's power requirement is reasonably expected to equal or exceed one thousand (1,000) kVA. Energy and power taken under this schedule may not be resold or shared with others.

(2) In order to be eligible for this rate schedule, a new customer shall enter into a contract for service by OPS with a minimum initial term of twelve (12) months, and for an existing customer, the current contract term must extend at least through May 30 following the beginning of the current monthly billing period.

(c) Character of service. Energy and power delivered hereunder shall be alternating current, sixty (60) Hertz, single or three-phase, as available, at the nominal standard voltage of OPS, as available, and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to OPS and must meet OPS's specifications. Separate supplies for the same customer at different voltages or at different delivery points shall be separately metered and billed.

(d) Monthly rates and charges. The following rates and charges for electrical power delivered to large power time-of-use customers as defined above are hereby approved, adopted, authorized and confirmed:

(1) Basic monthly charges.

a. Customer charge.

For each month, a charge of $700.00

b. Demand charge.

1. Where the customer has selected billing option A described below:

(i) Standard service (rate code T5). Where the customer receives service at a nominal voltage of less than 12.47 kV; the demand charge shall be the sum of the following charges:

All kVA of on-peak billing demand @ $24.70/kVA

All kVA of off-peak billing demand @ $2.89/kVA

(ii) Primary service (rate code T6). Where the customer receives service at a nominal voltage of 12.47 kV or greater, the demand charge shall be the sum of the following charges:

All kVA of on-peak billing demand @ $24.44/kVA

All kVA of off-peak billing demand @ $2.73/kVA

2. Where the customer has selected billing option B described below:

(i) Standard service (rate code T7). Where the customer receives service at a nominal voltage of less than 12.47 kV the demand charge shall be the sum of the following charges:

All kVA of on-peak billing demand @ $12.51/kVA

All kVA of off-peak billing demand @ $2.89/kVA

(ii) Primary service (rate code T8). Where the customer receives service at a nominal voltage of 12.47 kV or greater, the demand charge shall be the sum of the following charges:

All kVA of on-peak billing demand @ $11.67/kVA

All kVA of off-peak billing demand @ $2.73/kVA

3. Determination of billing demand: The customer may elect either billing option A or billing option B:

Options A: The customer's "on-peak billing demand" shall be the customer's measured demand during on-peak hours, if any, during the current monthly billing period. The customer's "off-peak billing demand" shall be the customer's measured demand during off-peak hours during the current monthly billing period.

Options B: The customer's "on-peak billing demand" shall be the greatest of the customer's measured demand during on-peak hours during the current monthly billing period and the prior eleven (11) monthly billing periods. The customer's "off-peak billing demand" shall be the customer's measured demand during off-peak hours during the current monthly billing period.

The customer's "measured demand," during either on-peak hours or off-peak hours shall be the greatest fifteen-minute integrated kVA demand of the customer during the respective hours in the current monthly billing period, as determined by suitable metering equipment of OPS. "On-peak hours" are the hours between 12:00 noon and 7:00 p.m., Monday through Friday, during the months of May through September, excluding Independence Day and Labor Day. "Off-peak hours" are all hours that are not on-peak hours.

c. Base energy charge.

All kWh @ $0.0450/kWh

(2) Power cost adjustment. OPS's power cost adjustment clause PCA-2016, or its successor, is applicable to all energy sales hereunder.

(3) Minimum charge. The minimum charge shall be the sum of the customer charge and the demand charge.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the Alabama State Utility Tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then-currently effective code of ordinances of the city.

(e) Payment. Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(f) Terms and conditions.

(1) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this Code.

(2) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(3) This rate schedule shall be effective for bills rendered on and after January 1, 2016 and supersedes all previous rates schedules previously applicable service to the customer.

Sec. 28-57.2 – Extra Large power general service rates and charges; Rate Schedule ELP-2016 (Rate Codes L&PL).

(a) Availability. This rate schedule is available in the retail service area of the Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city"). This rate schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

(b) Applicability. This rate schedule is applicable to all non-residential users of energy and power, for all service of the same available character supplied to the customer's premises through a single delivery point, where the customer's power requirement is reasonably expected to equal or exceed five thousand (5,000) kVA and have a minimum load factor of eighty percent (80%). Energy and power taken under this schedule may not be resold or shared with others.

(c) Character of service. Energy and power delivered hereunder shall be alternating current, sixty (60) Hertz, single or three-phase, as available, at the nominal standard voltage of OPS, as available, and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to OPS and must meet OPS's specifications. Separate supplies for the same customer at different voltages or at different delivery points shall be separately metered and billed.

(d) Monthly rates and charges. The following rates and charges for electric power delivered to large power customers as defined above are hereby approved, adopted, authorized and confirmed:

(1) Basic monthly charges.

a. Customer charge.

For each month, a charge of $1000.00

b. Demand charge.

1. Standard service (rate code L). Where the customer receives service at a nominal voltage of less than 12.47 kV, the demand charge shall be as follows:

First 50 kVA of billing demand @ .....No Charge

All additional kVA of billing demand @ $14.90/kVA

2. Primary service (rate code PL). Where the customer receives service at a nominal voltage of 12.47 kV or greater; the demand charge shall be as follows:

First 50 kVA of billing demand @ .....No Charge

All additional kVA of billing demand @ $13.90/kVA

The customer's "billing demand" shall be the greater of (i) the customer's measured demand for the current monthly billing period, or (ii) eighty (80) percent of the greatest such measured demand that shall have occurred during the prior eleven (11) monthly billing periods. The customer's "measured demand" shall be the greatest fifteen-minute integrated kVA demand of the customer during the current monthly billing period, as determined by suitable metering equipment of OPS.

c. Base energy charge.

All kWh @ $0.0420/kWh

(2) Power cost adjustment. OPS's power cost adjustment clause PCA-2016, or its successor, is applicable to all energy sales hereunder.

(3) Minimum charge. The minimum charge shall be the sum of the customer charge and the demand charge.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the Alabama State Utility Tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then-currently effective code of ordinances of the city.

(e) Payment. Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(f) Terms and conditions.

(1) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this code.

(2) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(3) This rate schedule shall be effective for bills rendered on and after January 1, 2016 and supersedes all previous rates schedules previously applicable service to the customer.

Sec. 28-58. - Private outdoor lighting service rates and charges; Rate Schedule OL-2016.

(a) Availability. This rate schedule is available in the retail service area of the Opelika Power Services ("OPS"), the electric service department of the City of Opelika, Alabama (the "city"). This rate schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

(b) Applicability. This rate schedule is applicable where the only use of the electricity supplied is for outdoor yard and area lighting and where all service hereunder is supplied to the customer's premises through a single delivery point. Energy and power taken under this Schedule may not be resold or shared with others.

(c) Character of service.

(1) Energy and power delivered hereunder shall be alternating current, sixty (60) hertz, single-phase, at a nominal standard voltage of OPS, as available, and at a single delivery point. Separate supplies for the same customer at different voltages or at different delivery points shall be separately metered and billed.

(2) The customer may supply the lighting fixture(s) (including luminaries and lamps) and their mounting(s), and the installation and maintenance thereof, or OPS will, upon request of the customer, supply such fixtures and mountings and distribution system for rental by the customer; provided, however, that customer-supplied installations and facilities shall be subject to OPS's inspection, review, and approval with respect to safety, serviceability, and accessibility prior to initiation of service and at any time thereafter as a condition of continued service.

(3) Where the customer shall have supplied the lighting fixture(s) and the corresponding mounting(s), OPS shall provide, at no additional cost, routine replacement of lamps and photoelectric controls if such lamps and photoelectric controls are of a type normally maintained in inventory; provided, however, that OPS, for good cause, may refuse to perform such maintenance or, upon thirty (30) days prior written notice to the customer, discontinue such maintenance. Replacement of lamps and photoelectric controls necessitated by damage caused by vandalism or willful abuse are not within the scope of routine replacement, and the customer in all such cases shall be responsible for the costs of such replacement(s). The customer shall be responsible for all maintenance other than OPS-supplied replacement of lamps and photoelectric controls.

(4) Where the OPS is to supply the lighting fixture(s) and corresponding poles for rental by the customer, the customer may select from the fixtures and poles that OPS makes available, as listed in subsection (d)(2). The customer should note that all combinations of fixtures and poles are available; the customer must select compatible fixtures and poles.

(5) Where the customer rents lighting fixtures and poles from OPS, OPS shall, at no additional cost to the customer, provide all normal maintenance for the facilities; provided, however, that repairs and replacements necessitated by damage caused by vandalism or willful abuse are not within the scope of normal maintenance, and in all such cases, OPS shall perform such repairs and replacements at the customer's expense.

(6) Except as determined otherwise by OPS at its sole discretion, OPS shall perform repairs, replacements and other maintenance hereunder only during regular daytime working

hours, as soon as practical after OPS receives notification by the customer of the need for such repairs, replacements, and other maintenance.

(7) Notwithstanding subsection (c)(4), OPS may, at its sole discretion, acquire and supply for rental fixtures and poles not listed in subsection (d)(2), in which case such fixtures and poles shall be "additional facilities," to which the provisions of subsection (d)(3) shall apply.

(8) In the event that installation of service for the customer requires facilities and installation work not normally supplied by OPS and OPS agrees to supply such facilities and installation work, they shall be "additional facilities," to which the provisions of subsection (d)(3) shall apply. Additional facilities include, but are not limited to, additional poles, underground conductors, additional lengths of overhead conductors, and trenching for the installation of underground conductors.

(d) Monthly rates and charges.

(1) For service to customer-supplied equipment. The monthly charge for service to customer-owned lighting facilities shall be the charge set forth in the following table for the type of lamp(s) owned by the customer:

Type/Description	Wattage per Luminaire	Monthly Charge
Customer Owned	100	$4.40
	150	$6.60
	175	$7.15
	250	$9.35
	400	$14.30
	1000	$34.65
	1500	$51.70

(2) For service to OPS-supplied equipment. Where OPS supplies luminaries and/or poles of the types it normally has available, the monthly charges shall be determined pursuant to this subsection.

a. For non-decorative luminaries. For non-decorative luminaries provided by OPS, the monthly charge for each such luminary (which includes charges for electric service and for luminaries and lamps) shall be the charge for that type of luminary set forth in the following table:

Type/Description	Wattage per Luminaire	Monthly Charge
Standard Luminaries	100	$6.60
	150	$8.80
	250	$13.20
	400	$19.25
Floodlight Luminaries	100	$9.90
	150	$12.62
	250	$15.95
	400	$19.40
	1000	$45.00
Floodlight Luminaries	100	$9.90
	150	$12.65
	250	$15.95
	400	$19.40
	1000	$45.00

The foregoing charges do not include charges for OPS-supplied poles. When OPS provides a luminaire of the type shown in the foregoing table, the charge or charges for associated pole or poles set forth in subsection (d)(2)c. shall apply in addition to the charges set forth above.

b. For decorative luminaries. For decorative luminaries provided by OPS, the monthly charge for each such luminary (which includes charges for electric service and for luminaries and lamps) shall be the charge for that type of luminary set forth in the following table:

Type/Description	Wattage per Luminaire	Monthly Charge
Decorative Post Top Luminaries		
Colonial or Contemporary	150	$12.65
Acorn or Coach	100	$15.40
	150/175	$22.00
	250	$38.50
	400	$41.50
Decorative Cutoff Luminaries		
Shoe Box Style	100	$14.30
	150	$15.95
	250	$19.25
	400	$28.00
	1000	$49.50
Bollard Lighting	100	$29.70

The foregoing charges do not include charges for OPS-supplied poles. When OPS provides a luminaire of the type shown in the foregoing table, the charge or charges for associated pole or poles set forth in subsection (d)(2)c. shall apply in addition to the charges set forth above.

c. Pole rental fees. For each pole supplied by OPS for the mounting of a luminaire, the monthly charge shall be that set forth in the following table for the length and type of pole:

Type/Description	Nominal Pole Length	Monthly Charge	Monthly Charge
Standard		Wood	Concrete/Steel
	30 feet	$4.40	$30.25
	35 feet	$6.00	$33.55
	40 feet	$8.25	$36.85
	45 feet	$9.90	$39.60
	50 feet	$12.65	$42.90
	55 feet		$47.30
	60 feet		$51.00
Decorative		Aluminum/ Concrete	Other* (Fiberglass)
	12 feet	$18.70	
	17 feet	$25.85	
	20 feet	$20.00	$8.00*
	25 feet	$21.25	

	30 feet	$22.50	$16.25*
	35 feet	$23.75	$17.60*
	40 feet	$25.00	$22.00*
	45 feet	$26.25	
	50 feet	$27.50	

* These types of poles are no longer available for new installations; the prices shown are for existing installations only.

(3) Additional Facilities Charges.

a. When OPS supplies additional facilities hereunder, except as provided in subsection b. below, the customer shall pay, in addition to all other amounts due hereunder, a monthly additional facilities charge, which shall be the sum of:

1. A monthly rental charge, which shall be equal to the greater of:

(i) Five (5.0) percent of the total estimated cost (including installation costs) of the additional facilities, and

(ii) One dollar ($2.00), plus

2. An amount, reasonably determined by OPS, reflecting the cost of electric energy, if any, used by the additional facilities.

b. The customer may elect to pay the costs of additional facilities, other than energy-related costs, in a single lump-sum payment at the time of their installation, instead of paying a monthly rental charge related to those facilities pursuant to subsection a. above.

(4) Taxes. The monthly bills to the customer hereunder shall, in addition to the other amounts set forth herein, include applicable taxes, payments in lieu of taxes, fees, assessments, and surcharges imposed by any governmental authority and governmental fees applicable to service to the customer imposed by any governmental authority. Such taxes, fees, etc., include, but shall not be limited to, the Alabama State Utility Tax.

(5) Other charges. The customer shall also be responsible for other charges assessed pursuant to the then-currently effective Code of Ordinances of the city.

(e) Payment. Bills will be rendered monthly on a net basis. Each bill shall be due and payable on the due date shown on that bill. Payments shall be made at the offices of OPS, or at such other place or places as OPS or the city may from time to time designate. The customer shall be subject to the applicable provisions of this Code regarding delinquent payment and non-payment.

(f) Terms and conditions.

(1) OPS may require the customer to enter into a contract reflecting the terms of this rate Schedule prior to the initiation of service hereunder and establishing a minimum term of service. For installations having three (3) or more poles, such a contract shall be required, and such contract shall have a minimum term of three (3) years and shall continue in effect thereafter until terminated by the customer or by OPS with at least thirty (30) days' prior written notice. OPS may, at its option, require an advance lump-sum payment by the customer equal to one-half (½) of the total estimated charges over the term of the customer's contract. The director of OPS, or his designee, is authorized to execute such contracts on behalf of the city.

(2) Service hereunder is subject to such additional terms and conditions of service as the city may from time to time duly adopt and set forth in this Code.

(3) This rate schedule may be amended or superseded in whole or in part in accordance with this Code.

(4) This rate schedule shall be effective for bills rendered on and after January 1, 2016 and supersedes all previous rates schedules previously applicable service to the customer.

Sec. 28-59. Power Cost Adjustment Clause, Rate Rider PCA-2016

(a) Applicability- This Power Cost Adjustment (PCA) is applicable to and becomes a part of each retail rate, as defined in each rate schedule, of the Opelika Power Services (OPS) that so specify.

(b) General-

(1) The PCA reflects the increases/decreases in the cost of wholesale power purchased from OPS's different wholesale power sources. The cost of wholesale power represents a significant portion of the total costs to provide energy to its customers. It is critical that OPS makes sure that it recovers all of its wholesale power costs in its retail sales.

(2) Each monthly customer bill under its individual rate schedule, that is defined and subject to the PCA Rate Rider, will be increased/decreased by an amount equal to the result of multiplying the kWh of energy used by the customer by the then-currently applicable PCA determined in the manner set forth herein.

(c) Determination of PCA -

(1) The PCA hereunder shall be determined and applied monthly using a rolling three-month average. The PCA factor for each month shall be calculated in dollars per kWh.

(2) The PCA factor for each month, before adjusting for corrections to reflect actual costs and sales, shall be determined and calculated as follows:

PCA= PC/TE minus (-) Base

Where:

PCA = Power Cost Adjustment factor to be applied to the retail kWh sales to which the PCA-2016 is applicable. It shall be computed to the nearest one-thousandth of a mill per kWh.

PC = Total power costs in dollars from all power supply sources for the preceding three-months. This can include any known and measurable increases in costs of power that AMEA reflects in its estimated power costs to OPS.

TE = Total energy purchased, measured in kWh, for the preceding three-months from all power supply sources. This total energy will be calculated for the same three-months on which the "PC" the total costs of energy is being calculated.

BASE = Base value per kWh that is included in the regular rate tariffs. As last established by the City the base is \$0.0588 per kWh. It can be changed and set by the City.

(3) The PCA factor for each month determined to the foregoing subsection (2) shall be appropriately adjusted, upward or downward, to allow for differences between the actual power costs and sales. Estimates can change and should be accounted for accordingly.

Sec. 28-60. - Rate stabilization/equalization tariff (RSE Rider).

(a) Applicability. This rate stabilization/equalization tariff (RSE rider) is applicable to and becomes a part of each of the electric retail rate schedules of the city. This tariff shall be added to the power cost adjustment rate rider as calculated in section 28-59.

(b) General. It is the purpose of this tariff to enable Opelika Power Services (OPS) to lessen the impact, frequency and size of retail rate changes by allowing the city council, who has the authority to regulate an set retail rates for OPS, to adjust its charges more readily in order to meet the annual revenue requirements of OPS and to adjust for fluctuations in annual energy sales volumes. This rate rider is intended to strengthen the credit value and financial status of OPS by allowing it to meet the annual revenue requirements of the system and meet its annual obligation to the city for the opportunity to serve as the utility provider within the territorial limits set for the city.

By using this "RSE rider" the rates/charges are adjusted to assure that the electric revenues of OPS will always remain adequate to meet the annual revenue requirements of providing electricity to its customers. These annual revenue requirements include operations and maintenance costs, energy and fuel costs, taxes, debt-service costs, payment in lieu of taxes and the annual funds necessary to fund capital costs that are not funded by additional debt.

By enacting this rate rider, the charges for energy are adjusted (with RSE rider) when and if revenue projections for the upcoming year reflect that the designated revenues from energy sales are not going to be adequate to fund the annual revenue requirements of OPS. Once the rider is set, it will remain in effect for the subsequent three (3) month period, at which time, updated projections for revenue and the need for funding to meet annual revenue requirements will be set by the mayor, controller and director of OPS (collectively the "management committee"). The management committee will be responsible for developing and providing updated revenue projections and the necessary costs of the system needed to meet its annual requirements funding. The management committee shall monitor and review monthly financial statements, balance sheets, statements of income, details concerning revenues and energy sold by customer class, O&M expenses, expenses by functions (e.g. transmission and distribution, administrative and customer service) in order to project revenues and expenditures. Energy demand forecasts shall be based on ten (10) year historic data and the management committee may rely upon forecast models developed by the state municipal electric authority. This rate rider will consist of two components:

Power Cost Adjustment Rider (currently in effect)
Rate adjustment needed to fund revenue requirements
Total "RSE" Rider

(c) Determination of tariff. The rate rider adjustment will be calculated by first determining the projected revenue shortfall (PRS). This calculation shall be derived (annual revenue requirements minus the projected revenue from energy sales). The PRS will then be divided by the anticipated and normalized volume of energy (kWh) projected to be sold by OPS for the coming year. This amount of charge shall be rounded to the nearest mill ($0.001) per kWh of energy sold. The monthly customer energy usage (kWh) will be charged this rate rider adjustment as an additional charge to the base retail rates as last approved by the city council. This rate rider adjustment will remain in effect for the following three (3) month period, at which time, the management committee will adjust the RSE rider (if necessary). The city council shall annually review as part of the budget process all rate rider adjustments made by the management committee during the preceding fiscal year and shall review the operating conditions of OPS. This example illustrates how the RSE tariff is calculated:

OPELIKA POWER SERVICES 2015 BUDGET OPS	
Revenue Requirements:	
Annual Operation and Maintenance	$7,720,588
Annual Power Costs	24,635,000
Annual Debt-Service	1,459,090
Capital Additions	3,570,000
Pilot (Payment to City)	3,000,000
Total Revenue Requirements for 2015	$40,384,678
Capital to be Funded w/Reserves	<3,000,000>
Net Revenue Needs From Electric	$37,384,678
Electric Revenue From (JTUC)	36,599,743
Projected Revenue Shortfall (PRS)	$784,935
Estimated kWh Sales for 2015	370,447,652 kWh
Revenue Stabilization Rider ($784,935/370,447,652 kWh)	$.0021/kWh
Current Power Cost Adjustment	$.0080/kWh

Total RSE Adjustment Rider for 2015	$.0101/kWh

(d) Other terms and conditions. This "RSE rider" tariff shall be effective for bills rendered on or after October 1, 2014. Adjustments shall be determined and applied quarterly (October—December; January—March; April—June and July—September). At the end of each fiscal year (9/30) the management of OPS will determine if any (over-recovery) from the RSE rider tariff has occurred for the current year. Any additional recovery of revenue will be used to fund a rate stabilization reserve for OPS. This rate stabilization reserve shall be set aside until it has a balance of not more than seven (7) percent of the annual revenue requirement for OPS. This rate stabilization fund reserve shall not exceed two million five hundred thousand dollars ($2,500,000.00) and be encumbered to use for keeping retail rates stable. Once fully funded, the purpose of the rate stabilization reserve will be used to help absorb future retail rate increases. The management committee will decide at what level of this reserve account is needed in order to keep retail rates stable. Should any of these funds be used, the rate stabilization reserve will be refunded back to its maximum level by using the "RSE rider" in future periods.

Section 2. **Effective Date of Adjusted Rates and Charges.** The adjusted rates and charges established in Division 3 above shall become effective for all monthly customer bills rendered after January 1, 2016 beginning with the January 2016 billing cycles.

Section 3. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or Division 3 hereby adopted are repealed.

Section 4. **Severability.** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, said holding shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 5. **Construction.** If any section, paragraph, sentence or word of this Ordinance or the division hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other provisions of this Ordinance and the division hereby adopted independent of such portion that may be declared invalid.

Section 6. **Effective Date.** This Ordinance and the division hereby adopted shall take effect and be enforced immediately upon its adoption and publication as required by law with new rates and charges to be applied to monthly customer bills rendered after January 1, 2016.

Section 7. **Publication.** The City Clerk of the City of Opelika is hereby authorized and directed to cause a copy of this Ordinance to be published one (1) time in a newspaper 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 on this the _____day of _________________, 2015.

____
CITY CLERK

ACTION BY MAYOR

APPROVED this the ______day of _____________________, 2015.

____
MAYOR

ATTEST:

____
CITY CLERK