OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "
204 South 7th Street
December 15, 2015
TIME: 7:00 PM

1. CALL TO ORDER

2. ROLL CALL
    1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith

3. INVOCATION

4. PLEDGE OF ALLEGIANCE
    1. Izayrius Ray and Raina Curtis from West Forest School.

5. READING OF MINUTES
    1. Minutes for the Council Meeting of 12-01-15.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. November 2015 Building Reports
    2. Recognize 20<40 class member - Brandon Morgan.
    3. Proclamation for Taylor Rosenthal.

8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Public Hearing Weed Abatement Assessment - 308 Brannon Ave
    2. Public Hearing, Amend City Code, OPS Rules & Regulations.

12. AWARDING OF BIDS
    1. One (1) Hydraulic Digger Derrick - OPS

13. RESOLUTIONS
    1. Designate City Personal Property Surplus and Authorize Disposal
    2. Purchase One (1) 2016 Isuzu NPR Diesel Chassis with 14' Flatbed Body & Liftgate - SW.
    3. Purchase Three (3) Zoll X Series Manual Monitors/Defibrillators & Related Equipment - FD.
    4. Weed Abatement Assessment - 308 Brannon Ave

5. Amend Employee Contract, Robert Holley - OPD.
6. Tax Abatement for Daewon America, Inc.
7. Tax Abatement for Pharmavite, LLC.
8. Amendments to Tax Abatement Agreement, Cumberland Platic Systems, LLC.
9. Annual Contract, Lee Co. Rabies Officer
10. Resolution to Extend Temporary Moratorium for Sign Permits
11. Agreement for ROW and Realignment of 22Nd Street.
12. Alley Transfer Agreement with Lee County
13. Land Transfer Agreement with Lee County
14. New Agreement with Canvas Planning Group / Aaron Fortner.
15. Expense Report - Patsy Jones

14. ORDINANCES
    1. Amend City Code, Electric Rates and Charges-OPS. - Second Reading.
    2. Amend City Code, General Service Rules and Regulations-OPS - First Reading.
    3. Issue of GO Warrants, Series 2015 - First Reading.
    4. Amend Personnel P&P Manual, Section 12.5, Educational Assistance Program - First Reading.

15. APPOINTMENTS

16. ADJOURN

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/15/15 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1467

CM MINUTES (ID # 1467)

Minutes for the Council Meeting of 12-01-15.

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

Attachment: CM 12-15-15, minutes for CM 12-01-15 (1467 : Minutes for the Council Meeting of 12-01-15.)

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 Amend City Code, Electric Rates and Charges-OPS. - First 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.

Attachment: CM 12-15-15, minutes for CM 12-01-15 (1467 : Minutes for the Council Meeting of 12-01-15.)

/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

Attachment: CM 12-15-15, minutes for CM 12-01-15 (1467 : Minutes for the Council Meeting of 12-01-15.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/15/15 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 1469

MAYOR'S REMARKS (ID # 1469)

November 2015 Building Reports

Planning Department - Building Inspections Division
Telephone 334-705-5420
Fax 334-705-5159

Rich in heritage, with a vision for the future

Monthly Permits For November, 2015

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	2
Building Repairs	3	0
Plumbing Upgrades	4	4
Electrical Upgrades	3	14
Mechanical Upgrades	2	4
Reroofs And Roof Repairs	5	3
Mobile Home Services	0	0
Building Additions/Accessory Structures	1	4

Monthly Totals For November 2006-2015

2006	$3,438,031.00
2007	$21,977,242.00
2008	$17,282,379.00
2009	$13,871,789.00
2010	$6,215,139.00
2011	$7,430,085.00
2012	$10,335,637.00
2013	$4,029,750.00
2014	$7,735,315.00
2015	$4,700,948.00

INSPECTION REQUEST TOTAL 370

Total Permits Issued:

1	New Buildings: Commercial	$1,274.00
5	Commercial Renovations And Repairs	$430,367.00
1	Signs	$1,500.00
13	New Single Family Homes	$3,418,756.00
10	Residential Repairs And Renovations	$333,842.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
30	Total Building Permits Issued	$4,185,739.00

36	Electrical Permits	$221,333.00
21	Plumbing Permits	$142,435.00
15	HVAC Permits	$151,441.00

102	Total Permits Issued For November 2015	**$4,700,948.00**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

Jeff Kappelman
Building Official

Attachment: November Monthly permits (1469 : November 2015 Building Reports)

Planning Department - Building Inspections Division
Telephone 334-705-5420
Fax 334-705-5159

Rich in heritage, with a vision for the future

Year To Date Report - 2016

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	2
Building Repairs	15	14
Plumbing Upgrades	5	5
Electrical Upgrades	11	23
Mechanical Upgrades	4	7
Reroofs And Roof Repairs	6	9
Mobile Home Services	0	0
Building Additions/Accessory Structures	1	4

Yearly Totals For Oct. 1st - Sept. 30th	
2007	$129,263,598.00
2008	$127,407,288.00
2009	$67,359,271.00
2010	$96,662,342.00
2011	$45,352,237.00
2012	$178,221,004.00
2013	$61,881,917.00
2014	$79,409,560.00
2015	$192,080,600.00
2016	$11,495,386.00

INSPECTION REQUEST TOTAL	935

4	New Buildings: Commercial	$995,779.00
18	Commercial Renovations And Repairs	$1,656,276.00
9	Signs	$51,628.00
26	New Single Family Homes	$6,599,466.00
33	Residential Repairs And Renovations	$507,880.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
90	Total Building Permits Issued	$9,811,029.00

79	Electrical Permits	$901,380.00
43	Plumbing Permits	$277,165.00
43	HVAC Permits	$505,812.00

255	Total Issued for FY 2016	$11,495,386.00

JEFF KAPPELMAN
Building Official

Attachment: November Monthly permits (1469 : November 2015 Building Reports)

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

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
11/03/15	Jarrett Construction Co.	2000	Pepperell Parkway	EAMC-EMS Shed	Commercial Exterior Repairs	$150,000.00
11/03/15	Effective Signs, LLC	1425	Fox Run Parkway	Metro PCS	Commercial Signage	$1,500.00
11/04/15	Superior Roofing	815	6th Avenue	Betty Boucher	Residential Roof Replacment	$8,560.00
11/05/15	Builders Professional Group	3021	Stillwood Way	Builders Professional Group	Residential New Single Family	$364,967.00
11/06/15	B C Construction & Development	4600	Northpark Drive	Daewon	Commercial New Bathroom Addition	$35,000.00
11/06/15	Tommy Farmer	3195	Society Hill Road	T. Farmco, LLC	Commerical Interior Build Out	$115,000.00
11/10/15	ARS	210	Vaughn Avenue	Danny Crowley	Residential Roof Replacment	$3,985.00
11/10/15	Conner Brother's Construction	3605	Double Eagle Lane	Retirement Systems of AL	Residential New Single Family	$190,033.00
11/10/15	Riverchase Homes, LLC	1213	Live Oak Circle	Riverchase Homes, LLC	Residential New Single Family	$324,252.00
11/12/15	The Infinity Group	2050	Pepperell Parkway	Race Cannon & Travis Wisdom	Commercial Apartment Renovations	$105,000.00
11/12/15	Builders Professional Group	301	Gwynne's Way	Builders Professional Group	Residential New Single Family	$176,341.00
11/12/15	Conner Brother's Construction	3100	Quail Run	Retirement Systems of AL	Residential New Single Family	$247,895.00
11/12/15	Conner Brother's Construction	3401	Quail Run	Retirement Systems of AL	Residential New Single Family	$232,088.00
11/13/15	Mid-South	1501	Hurst Street	Mary Humphries	Residential Roof Replacment	$7,800.00
11/16/15	Builders Professional Group	1101	Hampstead Lane	Builders Professional Group	Residential New Single Family	$243,206.00
11/16/15	Builders Professional Group	1103	Hampstead Lane	Builders Professional Group	Resdiential New Single Family	$311,965.00
11/16/15	Pharmavite	4701	Northpark Drive	Pharmavite	Commercial New Accessory Building	$1,274.00
11/16/15	The Letlow Company, LLC	114	Lancelot Lane	Jerome & Earscell Tate	Resdiential Remodel & Addition	$160,000.00
11/17/15	Edgar Hughston Builder, Inc.	2901	Ashley Lane	Edgar Hughston Builder, Inc.	Residential New Single Family	$237,500.00
11/18/15	H & H Construction, LLC	2915	Pepperell Parkway	Four Seasons Credit Union	Commercial Roof Replacment	$12,000.00
11/20/15	Superior Roofing	122	North 20th Street	EAMC	Commercial Roof Replacment	$48,367.00
11/23/15	W.J. Cash	1309	South Long Street	Royrickers Cook	Residential Demolition	$4,950.00
11/23/15	W.J. Cash	1201	Eiliot Avenue	Greg Dudley	Residential Demolition	$4,550.00
11/23/15	Riverchase Homes, LLC	1303	Live Oak Circle	Riverchase Homes, LLC	Residential New Single Family	$379,417.00
11/23/15	Riverchase Homes, LLC	1301	Live Oak Circle	Riverchase Homes, LLC	Residential New Single Family	$382,418.00
11/24/15	Dean Spratlin Construction	1008	Morris Avenue	James Harpool	Residential Addition	$92,000.00
11/25/15	Jeff Gunn	206	Morris Avenue	Jeff Gunn	Residential Accessory Building	$2,500.00
11/30/15	Auston Shaw	3250	Oakbowery Road	Auston Shaw	Residential Barn	$14,500.00
11/30/15	Builders Professional Group	2805	Matsu Lane	Builders Professional Group	Residential New Single Family	$152,236.00
11/30/15	Builders Professional Group	2810	Matsu Lane	Builders Professional Group	Residential New Single Family	$176,435.00
					Total	**$4,185,739.00**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

JEFF KAPPELMAN
Chief Building Inspector

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/15/15 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1475

GENERAL BUSINESS (ID # 1475)

Public Hearing Weed Abatement Assessment - 308 Brannon Ave

WEED ABATEMENT INVOICE

Date: 12/08/2015

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

Property Address:
308 Brannon Ave
Opelika Al. 36801
Parcel # 10-03-08-2-001-072.000

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

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

Cost of Abatement: 221.25

Certified mail: 12.98

Misc. _____

Total 234.23

Attachment: WEED INVOICE (1475 : Public Hearing Weed Abatement Assessment - 308 Brannon Ave)

Attachment: Weeds, NPH-Resolution, cost to abate, (1475 : Public Hearing Weed Abatement Assessment - 308 Brannon Ave)

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

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 308 Brannon Ave, Parcel 43-10-03-08-2-001-072.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, Parcel No. 072.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $234.23.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 15th day of December, 2015.

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

Dated this the 8th day of December, 2015.

_____
Jerry Bush
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/15/15 07:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1495

GENERAL BUSINESS (ID # 1495)

Public Hearing, Amend City Code, OPS Rules & Regulations.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1485)

Meeting: 12/15/15 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1485

One (1) Hydraulic Digger Derrick - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for the purchase of One (1) Hydraulic Digger Derrick for the Opelika Power Services Department; and

WHEREAS, Altec Industries, Inc. submitted the lowest bid but did not meet specifications; and

WHEREAS, it is recommended that the bid be awarded to Coffman International, Inc., the next lowest bidder that meets specifications;

WHEREAS, this is a budgeted purchase from Capital Outlay;

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

1. That the bid be awarded to Coffman International, Inc. on their bid meeting specifications.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Coffman International, Inc. in the amount of $257,028.00.

3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

4. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____day of _____2015.

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

ATTEST:

_____

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #16001 – Purchase – One (1) Hydraulic Digger Derrick

FACTS:

- Bid opening date – 12/7/15
- User Departments – Opelika Power Services
- The bid was mailed to 20 vendors
- 2 bids were received
- Budgeted purchase from Capital Outlay
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend bid be awarded to Coffman International, Inc. on their bid meeting specifications in the amount of $257,028.00.**

Attachment: 12-15-15 - HYDRAULIC DIGGER DERRICK 16001 - CNCL PKT (1485 : One (1) Hydraulic Digger Derrick - OPS)

BID# 16001 DATE: 12/7/15 DEPT: OPS **20 VENDORS INVITED**

DESCRIPTION: ONE (1) HYDRAULIC DIGGER DERRICK **2 BIDS RECEIVED**

VENDOR	TOTAL PRICE	DELIVERY	TERMS	DISCOUNT
ALTEC INDUSTRIES INC	$ 243,085.00	270 days	--	--
ACTION TRUCK CENTER				
ALLAN VIGIL FORD FLEET				
CERTIFIED BOOM REPAIR SERVICE				
CHEVROLET OF WATSONVILLE				
COFFMAN INTERNATIONAL INC	**$ 257,028.00**	**150-210 days**	**--**	**--**
CUSTOM TRUCK & BODY WORKS INC				
FREIGHTLINER OF SOUTHERN ALA				
GULF CITY BODY & TRAILER WORKS				
INGRAM EQUIPMENT CO LLC				
KENWORTH OF BIRMINGHAM				
KENWORTH OF MONTGOMERY				
KNAPHEIDE TRUCK EQUIP CO				
PALFLEET TRUCK EQUIPMENT CO				
PETERBILT OF MONTGOMERY LLC				
RAMER MANUFACTURING INC				
SOUTHLAND INTERNATIONAL TRUCKS				
TEREX EQUIPMENT SERVICES				
TEREX UTILITIES INC				
TRUCK EQUIPMENT SALES INC				

RESOLUTION NO. (ID # 1482)

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.	PocketJet 3 Plus	N/A
2.	1	Ea.	View Sonic Monitor	N/A
3.	5	Ea.	Auger Bits	N/A
4.	1	Ea.	Tiger Boom Mower TRB-60	87002542
5.	2	Ea.	Asus Desktop Tower	N/A
6.	1	Ea.	View Sonic Monitor	N/A
7.	1	Ea.	CTX Monitor	N/A
8.	1	Ea.	Cisco Phone	N/A
9.	1	Ea.	Plantronics Headset	N/A

SECTION 2. That the Mayor is hereby authorized and directed to dispose of the personal property owned by the City of Opelika, Alabama, described in Section 1 above. If any such property has marketable value, the Mayor shall receive bids or quotations for such property and

shall sell the same to the highest bidder. If the property has no marketable value, the Mayor may dispose of such property in the most economical and feasible manner available to him.

ADOPTED AND APPROVED this the _____day of _____, 2015.

_____

C. E. "Eddie Smith, Jr.

President of the City Council

City of Opelika

ATTEST:

_____

Robert G. Shuman

City Clerk - Treasurer

RESOLUTION NO. (ID # 1483)

Purchase One (1) 2016 Isuzu NPR Diesel Chassis with 14' Flatbed Body & Liftgate - SW.

RESOLUTION NO. _____

WHEREAS, the Solid Waste Department desires to purchase One (1) 2016 Isuzu NPR Diesel Chassis with a 14' Flatbed Body and Lift Gate with certain options utilizing the NJPA Coop Contract; and

WHEREAS, Kenworth of Montgomery is the Contract Vendor for the One (1) 2016 Isuzu NPR Diesel Chassis with a 14' Flatbed Body and Lift Gate; and

WHEREAS, funding in the amount of $51,664.00 will come from Capital Outlay, and the balance of $350.00 will come from the Equipment Repairs and Maintenance fund;

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

1. That the purchase be awarded to Kenworth of Montgomery utilizing the NJPA Coop Contract.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Kenworth of Montgomery in the amount of $52,014.00.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

4. That Mayor Gary Fuller is hereby authorized to execute all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____day of _____2015.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman

City Clerk - Treasurer

TRUCKWORX
KENWORTH

3401 Industrial Drive
Montgomery, Alabama 36108
(334) 263-3101
(888) 241-3101
(334) 263-3108 Fax

KENWORTH

December 8, 2015

David Turner
City of Opelika Solid Waste
700 Fox Trail
Opelika, AL 36801

RE: Truck Quotation – Isuzu NPR Flatbed Truck

David.

Kenworth of Montgomery is pleased to submit this quotation to you a new 2016 Isuzu NPR diesel chassis with a 14' flatbed body and lift gate. This unit is being quoted to you under the NJPA joint purchase contract through National Auto Fleet Group. I have attached copies of the specifications for both the chassis and the body.

Pricing for this complete unit under the NJPA contract is $51,664.00.

Additionally, Isuzu is offering their 5 year or 150,000 miles extended power train warranty at a reduced price of $350.00.

Thank you for this opportunity to quote you. I look forward to working with you to finalize this purchase.

Best regards.

Mike Henderson
Branch Manager

Attachment: 12-15-15 - ONE (1) 2016 ISUZU NPR DIESEL CHASSIS WITH A 14' FLATBED BODY AND LIFT GATE - NJPA COOP CONTRACT -

Isuzu Trucks of Montgomery
Mike Henderson | 888-241-3101 | mikeh@truckworx.com

2016 Isuzu NPR HD DSL REG AT (NF254) 132.5" WB WHITE CAB IBT AIR PWL

Selected Model and Options

MODEL

CODE	MODEL
NF254	2016 Isuzu NPR HD DSL REG AT 132.5" WB WHITE CAB IBT AIR PWL

COLORS

CODE	DESCRIPTION
729	Arc White

OPTIONS

CODE	DESCRIPTION
005	Rear axle ratio, 4.56:1 (STD)
34C	Very Dark Pewter, Tricot cloth seat trim (STD)
729	Arc White
C60	Air conditioning
I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM; 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system and engine cruise control. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover. (STD)
I3H	DEF Fill Charge
I5H/I34	Rear tires, 215/85R16E (10 ply) tubeless radial, all season (STD)
I5H/I69	Front tires, 215/85R16E (10 ply) tubeless radial, all season (STD)
IA9	Wheelbase, 132.5" (336.6 cm) includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu. in. and RBM 316,800 lb-ft/in per rail. (STD)
IF6	Fire extinguisher & triangle kit mounted in rear organizer

Current report content is based on Data Version 931, May 27, 2015 10:42:00 PM PDT. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

Attachment: 12-15-15 - ONE (1) 2016 ISUZU NPR DIESEL CHASSIS WITH A 14' FLATBED BODY AND LIFT GATE - NJPA COOP CONTRACT -

Isuzu Trucks of Montgomery
Mike Henderson | 888-241-3101 | mikeh@truckworx.com

2016 Isuzu NPR HD DSL REG AT (NF254) 132.5" WB WHITE CAB IBT AIR PWL

OPTIONS

CODE	DESCRIPTION
IH2	Engine emergency shutdown system - inc: high water temperature (HWT), low water level (LWL), low oil pressure (LOP)
IR7	Transmission, automatic, Aisin A465 6-speed. Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539 (STD)
NF254	Custom/base model (SEO) -inc: in rail fuel tank, pwr windows/door locks (REQ: C60 Air Conditioning)
RQ2	Truck application (STD)
UZF	Back up alarm
YF5	50 State Emissions, including California
ZY1	Solid paint (STD)
	Options Total

Current report content is based on Data Version 931, May 27, 2015 10:42:00 PM PDT. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models

Attachment: 12-15-15 - ONE (1) 2016 ISUZU NPR DIESEL CHASSIS WITH A 14' FLATBED BODY AND LIFT GATE - NJPA COOP CONTRACT -

LYNCOACH & TROJAN
TRUCK BODIES

Representative: MikHenderson
Phone Number: (334) 263-3101
Fax Number: (205) 909-4243

Quote Date: 5/29/2015
Valid Through: 7/13/2015
Quote Number: 20150529-001

FLATBED

14' L with 3/16" Tread Plate Floor
1600LB Tommy G2-92-1650-TP41
Steel bulkhead with mesh window
5" angle outside rails with stake pockets and 1/4" x 2" flat bar rub rails
3" I-Beam Cross Members on 12" Centers (Hot Dipped For Corrosion Protection)
4" I-Beam Longitudinals
Reflectors
Heavy Duty ICC Step with Heavy Duty (5" x 15") Dock Bumpers (Braced
18" x 18" x 36" lockable stee toolbox under body
Painted Black

Attachment: 12-15-15 - ONE (1) 2016 ISUZU NPR DIESEL CHASSIS WITH A 14' FLATBED BODY AND LIFT GATE - NJPA COOP CONTRACT -

RESOLUTION NO. (ID # 1484)

Purchase Three (3) Zoll X Series Manual Monitors/Defibrillators & Related Equipment - FD.

RESOLUTION NO. _____

WHEREAS, the Fire Department desires to purchase Three (3) Zoll X Series Manual Monitors/Defibrillators and related equipment; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Zoll Medical Corporation is the sole vendor; and

WHEREAS, this is budgeted from Capital Outlay;

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

1. That the purchase be awarded to Zoll Medical Corporation.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Zoll Medical Corporation not to exceed $105,591.34 as a sole source purchase.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____day of _____2015.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman

City Clerk - Treasurer

Attachment: 12-15-15 - THREE (3) ZOLL X SERIES MANUAL MONITORS--DEFIBRILLATORS - SOLE SOURCE - CNCL PKT (1484 : Three (3)

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Fire Department

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Jonathan Kennedy/Chief Prathe

VENDOR Zoll Medical Corporation

PRODUCT/SERVICE Zoll X Series

_____

Estimated annual expenditure for the commodity or service $ 105,591.34

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

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

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

DEPARTMENT HEAD SIGNATURE _____

DEPARTMENT/DIVISION/DATE 12-4-15

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) Lellie Fenly

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____

Attachment: 12-15-15 - THREE (3) ZOLL X SERIES MANUAL MONITORS--DEFIBRILLATORS - SOLE SOURCE - CNCL PKT (1484 : Three (3) Zoll

ZOLL

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978 421 9655 main
978 421 0025 fax
www.zoll.com

Thursday, November 05, 2015

Jonathan Kennedy
EMS/HAZMAT Coordinator
Opelika Fire Rescue

Dear Mr. Kennedy:

Thank you for your interest in the ZOLL® X Series monitor/defibrillator. ZOLL Medical Corporation is the sole manufacturer and distributor the X Series product line. ZOLL Medical is also the only supplier and distributor for the following optional X Series capabilities and accessories:

- Real CPR Help® expansion pack
- Noninvasive pacing
- Masimo Rainbow® SET pulse oximetry
- Welch Allyn's Rapid non-invasive blood pressure
- Oridion Microstream® EtCO2
- Interpretive 12-Lead ECG algorithm
- SurePower Charger and SurePower II batteries
- ZOLL compatible, MultiTech USB cellular modem

As a medical device these options and accessories are company specific. ZOLL has applied for, and is the only company to have received, the necessary clearances. Consequently, ZOLL Medical is the only source from whom these capabilities are available. Feel free to contact me directly should you have any questions or need additional information.

Sincerely,

Terrence Kehoe, MS, NRP
Manager, EMS Marketing
ZOLL Medical Corporation

978-421-9864 direct
tkehoe@zoll.com

Attachment: 12-15-15 - THREE (3) ZOLL X SERIES MANUAL MONITORS--DEFIBRILLATORS - SOLE SOURCE - CNCL PKT (1484 : Three (3) Zoll

ZOLL
AutoPulse™
Non-invasive Cardiac Support Pump

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Road
Chelmsford, Massachusetts 01824-4105
U.S.A.

978 421-9655
978 421-0025 Main Fax

November 21, 2012

OMMRS

To Whom It May Concern:

Thank you for your interest in the AutoPulse™ Non-invasive Cardiac Support Pump, a revolutionary new resuscitation system that offers the promise of normal blood flow during sudden cardiac arrest.

Please be aware that ZOLL Medical Corporation is the only company that manufactures (at our wholly-owned subsidiary, ZOLL Circulation) and markets the AutoPulse. No other organization is authorized to sell the product in the United States. Further, there are no other devices on the market today that can mimic the AutoPulse's unique mechanism of action and achieve its unprecedented clinical results.

Feel free to contact me directly by calling 978-421-9735 should you have any questions or need additional information.

Best regards,

Blake A. Cerullo
Director of Market Development

Attachment: 12-15-15 - THREE (3) ZOLL X SERIES MANUAL MONITORS--DEFIBRILLATORS - SOLE SOURCE - CNCL PKT (1484 : Three (3)

RESOLUTION NO. (ID # 1476)

Weed Abatement Assessment - 308 Brannon Ave

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

308 Brannon Ave, Parcel No. 072.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, parcel no. 072.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 308 Brannon Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 15th day of December, 2015 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $234.23 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 308 Brannon Ave, Parcel no. 072 .000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-001-072.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

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

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

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

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 12/08/2015

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

Property Address:
308 Brannon Ave
Opelika Al. 36801
Parcel # 10-03-08-2-001-072.000

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

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

Cost of Abatement: 221.25

Certified mail: 12.98

Misc. _____

Total 234.23

Attachment: WEED INVOICE (1476 : Weed Abatement Assessment - 308 Brannon Ave)

RESOLUTION NO. (ID # 1471)

Amend Employee Contract, Robert Holley - OPD.

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT TO EMPLOYMENT CONTRACT BETWEEN THE CITY OF OPELIKA, ALABAMA AND ROBERT L. HOLLEY

WHEREAS, on November 20, 2013, the City of Opelika, Alabama, (the "City") and Robert L. Holley entered into an Employment Contract; and

WHEREAS, Robert L. Holley serves as a part-time Assistant Chief of Police; and

WHEREAS, as a result of the performance evaluation process and contract negotiations, the Police Chief and Mayor have recommended an Amendment to the Employment Contract; and

WHEREAS, the City Council has been furnished an Amendment To Employment Contract between the City and Robert L. Holley, and the City Council has determined that the terms of said Amendment are acceptable to the City.

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

1. That the Amendment to the Employment Contract (the "Amendment") to be entered into between the City and Robert L. Holley, a copy of which is attached hereto and marked as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition,

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

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

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

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

_____

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

ATTEST:

_____

CITY CLERK

STATE OF ALABAMA	)	AMENDMENT TO EMPLOYMENT CONTRACT
	:	BY AND BETWEEN THE CITY OF OPELIKA AND
COUNTY OF LEE	)	ROBERT L. HOLLEY

THIS AMENDMENT ("Amendment") to the Employment Contract made by and between the **CITY OF OPELIKA, ALABAMA,** a municipal corporation**,** hereinafter called "Employer", and **ROBERT L. HOLLEY,** hereinafter called "Employee", is effective the ___ day of December, 2015.

WITNESSETH:

WHEREAS, on November 13, 2013, Employer and Employee entered into an Employment Contract; and

WHEREAS, Employer and Employee agree to amend the Employment Contract as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Employment Contract as follows:

1. Section III is hereby amended to read as follows:

SECTION III. COMPENSATION

Beginning January 1, 2016, as compensation for his services, Employer shall pay Employee an annual salary of $30,000.00, payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law.

2. Except as provided in this Amendment, each and every term and condition of the Employment Contract shall remain unchanged.

Attachment: Employment Contract Robert Holley Amendment 120315 (1471 : Robert Holley Employment Contract)

IN WITNESS WHEREOF, the City of Opelika has caused this Amendment to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Amendment the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

By:_____
GARY FULLER, ITS MAYOR

ATTEST:

_____
ROBERT G. SHUMAN, CITY CLERK

_____
ROBERT L. HOLLEY

STATE OF ALABAMA
COUNTY OF LEE

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

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Employment Contract Robert Holley Amendment 120315 (1471 : Robert Holley Employment Contract)

STATE OF ALABAMA
COUNTY OF LEE

Before me, the undersigned authority, a Notary Public in and for said county and state, hereby certify that ROBERT L. HOLLEY, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Employment Contract Robert Holley Amendment 120315 (1471 : Robert Holley Employment Contract)

RESOLUTION NO. (ID # 1486)

Tax Abatement for Daewon America, Inc.

RESOLUTION NO. _____

RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND

EXEMPTIONS FOR DAEWON AMERICA, INC.

WHEREAS, Daewon America, Inc. (the "Company") operates an industrial facility ("the Facility") in the Northeast Industrial Park within the corporate limits of the City of Opelika (the "City"); and

WHEREAS, the Company has announced plans for a major addition (the "Project") to its existing Facility located at 4600 Northpark Drive, Opelika, Alabama; and

WHEREAS, the Project, involving the purchase and acquisition of new manufacturing machinery and equipment and the acquisition of other personal property, will involve a capital investment of approximately eight million dollars ($8,000,000.00); and

WHEREAS, the Project is estimated to be placed in service by November 1, 2016; and

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

WHEREAS, the Project is expected to result in the creation of approximately eleven (11) new jobs; and

WHEREAS, the Company's NAICS Code 332611 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended; and

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

WHEREAS, pursuant to Article IV of Chapter 51 of Title 11, *Code of Alabama*, the Company has requested from the City a complete exemption of non-educational City ad valorem taxes for the new machinery, equipment and other new personal property to be acquired and installed in the Facility (the "Project"); and

WHEREAS, the City has considered the request of the Company and the completed application filed by the Company in connection with its request; and

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

WHEREAS, the Project will involve a capital investment of approximately eight million dollars ($8,000,000.00); and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement between the City and the Company and the City Council has determined that the general terms of such Agreement are acceptable to the City in principle; and

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

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

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the expanded use of the Facility due to the installation of said new machinery, equipment and other new personal property.

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

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

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

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

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

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

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

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

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

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

_____

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

ATTEST:

_____

CITY CLERK

RESOLUTION NO. (ID # 1487)

Tax Abatement for Pharmavite, LLC.

RESOLUTION NO. _____

RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND

EXEMPTIONS FOR PHARMAVITE, LLC

WHEREAS, Pharmavite, LLC (the "Company") operates an industrial facility ("the Facility") in the Northeast Industrial Park located at 4701 Northpark Drive within the corporate limits of the City of Opelika (the "City"); and

WHEREAS, the Company's Facility represents an economic investment of approximately one hundred fourteen, seven hundred thousand dollars ($114,700,000.00); and

WHEREAS, the Company has announced a major addition to its existing Facility; and

WHEREAS, the Company has announced plans to purchase, acquire, and install approximately $7,236,000 worth of new building additions and improvements, new manufacturing machinery and other new personal property (the "Project") in its existing Facility located within the corporate limits of the City of Opelika; and

WHEREAS, the Project (the construction and installment of new building improvements, new manufacturing machinery and other new personal property) is estimated to be placed in service by December 1, 2016; and

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

WHEREAS, the Company's NAICS Code 325414 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama,* as amended; and

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

WHEREAS, pursuant to Article IV of Chapter 51 of Title 11, *Code of Alabama,* the Company has requested from the City a complete exemption of non-educational City ad valorem taxes for the new building additions and improvements, new manufacturing machinery and other new personal property to be acquired and installed in the Facility (the "Project"); and

WHEREAS, the City has considered the request of the Company and the completed application filed by the Company in connection with its request; and

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

WHEREAS, the Project will involve a capital investment of approximately seven million, two hundred thirty-six thousand dollars ($7,236,000.00); and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement between the City and the Company and the City Council has determined that the general terms of such Agreement are acceptable to the City in principle; and

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

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

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the expanded use of the Facility due to the construction of new buildings and/or new additions to existing buildings and the installation of said new machinery, equipment and other new personal property.

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

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

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

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

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

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

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

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

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

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

_____

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

ATTEST:

_____

CITY CLERK

RESOLUTION NO. (ID # 1490)

Amendments to Tax Abatement Agreement, Cumberland Platic Systems, LLC.

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. 211-15 AND AUTHORIZING AMENDMENTS TO TAX ABATEMENT AGREEMENT WITH CUMBERLAND PLASTIC SYSTEMS, LLC

WHEREAS, on July 7, 2015, pursuant to Resolution No. 169-15, the Opelika City Council authorized the execution of Tax Abatement Agreements (the "original Tax Abatement Agreements") with Cumberland Plastic Systems, LLC ("Cumberland") and Spartan Partners, LLC ("Spartan"); and

WHEREAS, the original Tax Abatement Agreements estimated the total capital investment in the Project at nine million, seven hundred forty thousand, one hundred and ninety dollars ($9,740,190.00); and

WHEREAS, on August 18, 2015, pursuant to Resolution No. 211-15, the City Council amended Resolution No. 169-15 to reflect an aggregate capital investment of $10,740,190.00 and approved an amended Tax Abatement Agreement with Spartan; and

WHEREAS, Spartan's Amended Tax Abatement Agreement reflects the correct estimated capital investment by Spartan; and

WHEREAS, Cumberland and Spartan have now determined that the total estimated capital investment in the Project will be twelve million, seven hundred and forty thousand, one hundred and ninety three dollars ($12,740,190.00); and

WHEREAS, the City Council desires to amend Resolution No. 211-15 to reflect a total estimated capital investment by Cumberland and Spartan of $12,740,190.00; and

WHEREAS, Cumberland's original Tax Abatement Agreement underestimated its estimated capital investment by two million dollars ($2,000,000.00); and

WHEREAS, the City, as the Granting Authority, and Cumberland have determined to amend the Tax Abatement Agreement with Cumberland to reflect an estimated capital investment by Cumberland of four million, seven hundred thousand dollars ($4,700,000.00).

NOW, THEREFORE, BE IT RESOLVED by the City Council (hereinafter called the "Council") of the City of Opelika, Alabama (hereinafter called the "City") that Resolution No. 211-15 is hereby amended and restated to read as follows:

Section 1. **FINDINGS.** The Council hereby finds and declares that the following facts are true and correct:

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

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

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

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

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

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

(g) The Project will require a capital investment by Cumberland together with Spartan within the City of Opelika, Alabama (the "City") of approximately twelve million seven hundred forty thousand one hundred and ninety dollars ($12,740,190.00) and is expected to result in the creation of approximately 121 new jobs;

(h) The Project is estimated to be placed in service by July 31, 2016;

(i) The Project will be operated by Cumberland as an "industrial or research enterprise" as defined under Alabama Code §40-9B-3(a)(10);

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

(k) Pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the "Act"), Cumberland and Spartan have requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes) for a period

of ten (10) years; and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education;

(l) Pursuant to the authority granted to the City under Article IV of Chapter 51 of Title 11, *Code of Alabama*, Cumberland and Spartan have requested from the City a complete exemption of non-educational City ad valorem taxes for the project for a period of fifteen (15) years;

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

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

(o) According to the Abatement Applications, the Project will require an aggregate initial capital investment of approximately twelve million seven hundred forty thousand one hundred and ninety dollars ($12,740,190.00) which includes the existing building, new building improvements, the acquisition of new machinery, equipment and personal property to be purchased and installed at the Facility and related costs;

(p) The City Council hereby ratifies and confirms the amended Abatement Agreement by and between the City and Spartan as approved by Resolution No. 211-15;

(q) The City Council has been furnished a copy of an Amended Tax Abatement Agreement (the "Amended Abatement Agreement") by and between the City and Cumberland, and the City Council has determined that the general terms of such amended Tax Abatement Agreement are acceptable to the City in principle;

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

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

(t) The City represents and warrants to Cumberland and Spartan that the City has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the original Tax Abatement Agreement with Cumberland; the amended Tax Abatement Agreement with Spartan and the amended Tax Abatement Agreement with Cumberland;

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

Section 2 **TAX ABATEMENTS PURSUANT TO THE TAX INCENTIVE ACT.** Approval is hereby given to the Abatement Application of Cumberland and the Abatement Application of Spartan and abatement is hereby authorized of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction-related

transactions (sales and use) taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education.

Section 3. **EXEMPTION FOR NON-EDUCATIONAL CITY AD VALOREM TAXES.** In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to Cumberland and Spartan a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years.

Section 4. **NON ABATEMENT OF TAXES FOR SCHOOL PURPOSES.** The abatements and exemptions granted herein do not include any ad valorem (property) taxes or construction related transaction taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 2 and 3 shall not exceed the maximum abatement allowed by state law.

Section 5. **EXECUTION OF SECOND AMENDED TAX ABATEMENT AGREEMENT.** The Mayor and the City Clerk are hereby authorized and directed to execute the amended Tax Abatement Agreement with Cumberland and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

Section 6. **DELIVERY OF DOCUMENTS.** A certified copy of this resolution, with Applications, the amended Tax Abatement Agreement with Spartan and the Amended Tax Abatement Agreement with Cumberland, shall be forwarded to Cumberland and Spartan to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

Section 7. **AUTHORIZATION OF ACTIONS ON BEHALF OF THE CITY.** The officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or caused to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, or other instruments or other communications under the seal of the City, or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this resolution.

Section 8. **INTENTION TO SUPPLEMENT RESOLUTION NO. 211-15.** This resolution amends Resolution No. 211-15 adopted by the City Council on August 18, 2015 by increasing the total estimated capital investment by Cumberland and Spartan to $12,740,190.00. This Resolution also approves the amended Tax Abatement Agreement between the City and Cumberland to reflect a capital investment by Cumberland of $4,700,000. The provisions of this Resolution amend and supplement Resolution Nos. 169-15 and 211-15.

Section 9. **EFFECTIVE DATE.** This resolution shall take effect upon passage and adoption by the City Council.

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

_____

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

ATTEST:

_____

CITY CLERK

RESOLUTION NO. (ID # 1463)

Annual Contract, Lee Co. Rabies Officer

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Lee County Rabies Officer a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

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

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

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

STATE OF ALABAMA)
:
COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Lee County Rabies Officer, hereinafter referred to as the "RABIES OFFICER", on this the _____ day of _____, 2015.

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

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of January, 2016 and ending the 31st day of December, 2016.

2. The Rabies Officer agrees to provide the City with the following services:

   (a) To handle all cases involving animals biting or scratching humans.
   (b) To ensure that any animal that bites or scratches a person is quarantined by a veterinarian or is tested for rabies according to Alabama law.
   (c) To work with the City's animal control division in an advisory capacity.
   (d) To provide emergency care for animals picked up by animal control until the owners are contacted.
   (e) To offer opinions on disposition of animals that are injured or deemed suffering and their owners are unidentified.
   (f) Strive to make sure that all pets are vaccinated yearly for rabies.
   (g) To work with animal control concerning problems with wild animals as it pertains to rabies.
   (h) To provide a quarterly and year-to-date bite report to the Opelika City Clerk. This report shall provide the following for each rabies incident: bite date, report date, owners name, victims name and animal type. This information shall be detailed for Opelika and for the County and Auburn (as available). This report is due in the City Clerk's office by the 15th of the month following the end of the quarter.

3. As compensation for services rendered hereunder, the City agrees to pay to the Rabies Officer for a term of twelve (12) months commencing January 1st, 2016, the sum of $6,000.00, payable in equal monthly installments of $500.00 on the 15th day of each month during the term of this Agreement.

4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Rabies Officer and shall not be liable for any debts or obligations incurred by the Rabies Officer nor shall the City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Rabies Officer, nor shall Rabies Officer at any time or times use the name or credit of said City in purchasing or attempting to purchase equipment, supplies or any other thing whatsoever.

Attachment: CM 12-15-15, contract, Lee Co Rabies Officer (1463 : Annual Contract, Lee Co. Rabies Officer)

5. Rabies Officer in performance of his obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at his own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by Rabies Officer, provided herein, or performed, but on the contrary, Rabies Officer shall be wholly responsible therefore.

6. Rabies Officer shall not transfer or assign this Agreement without the prior written consent of the City.

7. Rabies Officer agrees to comply with all local, state and federal laws while performing under the terms of this Agreement.

8. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other.

9. For the purpose of this Agreement, Rabies Officer means the duly licensed veterinarian appointed by the County Board of Health to enforce the rabies laws of the State of Alabama.

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

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

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

CITY OF OPELIKA, ALABAMA

BY: _____
Gary Fuller
Mayor

ATTEST:

_____
Robert G. Shuman, CMC
City Clerk - Treasurer

BY: _____
Dr. Buddy Bruce, D.V.M.
Lee County Rabies Officer

Attachment: CM 12-15-15, contract, Lee Co Rabies Officer (1463 : Annual Contract, Lee Co. Rabies Officer)

RESOLUTION NO. (ID # 1491)

Resolution to Extend Temporary Moratorium for Sign Permits

RESOLUTION NO. _____

A RESOLUTION CONFIRMING AND EXTENDING THE TEMPORARY MORATORIUM IMPOSED IN RESOLUTION NO. 271-15 PERTAINING TO THE ACCEPTANCE, REVIEW AND PROCESSING OF APPLICATIONS FOR LARGE SIGN PERMITS

WHEREAS, Section IX of of the Zoning Ordinance of the City of Opelika ("Sign Ordinance") currently regulates the use of signage throughout and within the municipal boundaries of the City of Opelika, Alabama (the "City"); and

WHEREAS, on June 18, 2015, the United States Supreme Court announced sweeping restrictions on government regulation of signs in *Reed v. Town of Gilbert*, 2015 WL 2473374 (June 18, 2015) ("Reed decision"), in which one Justice noted, "thousands of towns have such ordinances…and courts will have to invalidate one right after the other"; and

WHEREAS, the City Planning Department and City Attorney have determined in light of the Reed decision, various provisions of the City's Sign Ordinance should be revised; and

WHEREAS, on October 6, 2015, the City Council adopted Resolution No. 271-15 enacting an emergency ninety-day moratorium until January 4, 2016 on the acceptance, review and processing of applications for large sign permits; and

WHEREAS, after the adoption of said moratorium**,** City staff determined that the City will require professional assistance in the drafting of new sign regulations; and

WHEREAS, on November 3, 2015, the City Council approved and authorized the execution of an Engagement Letter between the City and Rogers Towers, P.A. to more fully examine the potential impacts of the Reed decision upon the City's Sign Ordinance and to assist in the drafting of new sign regulations; and

WHEREAS, amendment of the City's Sign Ordinance will require compliance with the advertising and public hearing requirements of §11-52-77, et.seq. *Code of Alabama,* (1975, as amended); and

WHEREAS, the City Council desires to continue to protect the interests of the public health, safety and welfare (including, but not limited to, traffic safety and aesthetics) until such time as the City may consider and act upon proposed amendments to the City's Sign Ordinance; and

WHEREAS, City staff recommends that a three (3) month extension to the existing moratorium on the acceptance, review, processing and issuance of permits for large signs is needed in order to gather public comment and prepare draft revisions; and

WHEREAS, the City finds that extending the moratorium enacted on October 6, 2015 through and including April 4, 2016 to be reasonably necessary, the least restrictive means available and a reasonable exercise of the City's police powers and in the best interest of the public health, safety and welfare.

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

1. The City Council finds and determines that the above recitals are true and correct and incorporates the recitals into this Resolution.

2. The City Council hereby extends for an additional three (3) months the original ninety-day emergency moratorium imposed in Resolution No. 271-15 on the acceptance, review, processing and issuance of large sign permits. As extended, the moratorium expires on April 4, 2016.

3. This Resolution shall become effective immediately upon its adoption by the City Council.

ADOPTED AND APPROVED this the _____day of _____, 2015.

_____

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

ATTEST:

_____

CITY CLERK

RESOLUTION NO. (ID # 1466)

Agreement for ROW and Realignment of 22Nd Street.

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT

FOR REALIGNMENT OF 22ND STREET

WHEREAS, the City Council of the City of Opelika, Alabama (the "City Council") has determined and is of the opinion that it is desirable and in the public interest to construct a realignment of 22nd Street where said street intersects with 1st Avenue; and

WHEREAS, the City Council has determined and is of the opinion that it is desirable and in the public interest to acquire the right-of-way for the realignment of 22nd Street across and through lands belonging to Jessie Russell Nix; and

WHEREAS, upon the construction of the relocated portion of 22nd Street, Jessie Russell Nix and Ericson, LLC have agreed to vacate a portion of the existing right-of-way of 22nd Street; and

WHEREAS, a proposed AGREEMENT FOR THE REALIGNMENT OF 22ND STREET (hereinafter the "Agreement") has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed AGREEMENT FOR THE REALIGNMENT OF 22ND

STREET to be entered into by and among the City of Opelika, Jessie Russell Nix and Ericson, LLC, attached hereto as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be evidenced by the execution and delivery of said Agreement.

2. That the Mayor is hereby authorized to execute and deliver said Agreement in the name and on behalf of the City. The City Clerk is hereby authorized to attest the Agreement and to affix the seal of the City thereto.

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

4. That the Mayor is hereby authorized to accept the dedication of the relocated portion of 22nd Street as a public right-of-way.

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

0' 100' 200'

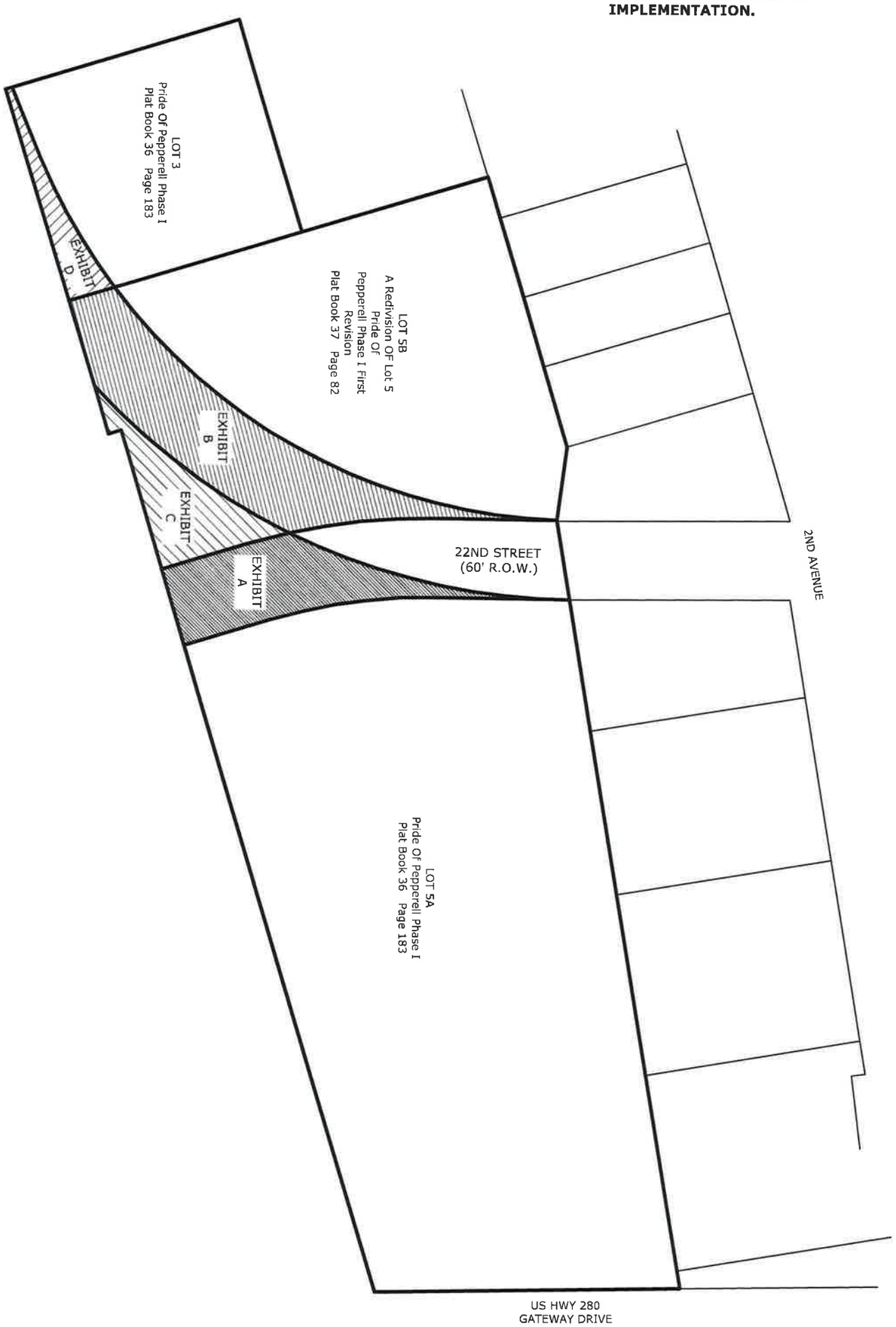
Barscale 1" = 100'

N

NOTES:

THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE PROPERTY OWNERS THE LOCATION EXHIBITS A, B, C & D PREPARED BY BARRETT-SIMPSON, INC.

PRELIMINARY, NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION.



Draw Date:	10/26/15
Drawn By:	JAH
Reviewed By:	JAH
Scale:	1" = 100'
Revised:	
Revised:	
Revised:	

OVERALL PROPERTY EXHIBIT OF

22ND STREET EXHIBITS

BEING A PART OF SECTION 14 TOWNSHIP 19 NORTH, RANGE 26 EAST
OPELIKA, LEE COUNTY, ALABAMA

BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2449)
121 W. BROAD STREET, EUFAULA, AL 36027 (PH 334-687-4257, FAX 334-687-8829)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

Project Number: 15-0387

STATE OF ALABAMA
COUNTY OF LEE

AGREEMENT FOR REALIGNMENT OF 22ND STREET

THIS AGREEMENT made and entered into this the _____ day of November, 2015, by and between Jesse Russell Nix, a married man, (hereinafter referred to as "Nix"); Ericson, LLC, an Alabama limited liability company, (hereinafter referred to as "Ericson") and the City of Opelika, Alabama, a municipal corporation, (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is in the process of acquiring rights-of-way for the purpose of realigning 22nd Street at the intersection of 1st Avenue; and

WHEREAS, the proposed realignment of 22nd Street will necessitate the acquisition by the City of approximately 0.21 acres of real property (hereinafter referred to as the "Property") owned by Nix as identified on the right-of-way map attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Nix has agreed to sell and convey and the City has agreed to purchase and take title to the Property containing 0.21 acres owned by Nix and described in Exhibit "A"; and

WHEREAS, the Nix and Ericson have agreed to vacate the existing portion of 22nd Street as shown on the attached right-of-way map and more fully described in Exhibit "B" attached hereto and incorporated herein by reference.

NOW THEREFORE, for and in consideration of mutual covenants and conditions herein contained, the parties agree as follows:

1. The Property shall be conveyed by Nix to the City, within thirty (30) days from the date of this Agreement, by general warranty deed, free and clear of all liens and encumbrances whatsoever, except for the following permitted exceptions:

(a) lien for ad valorem taxes not yet due and payable;

(b) all utilities physically in existence across and over said property;

(c) all ordinances or government regulations (including building or zoning laws) relating to the use of the property.

2. The City shall be responsible for acquiring all permits, certificates, licenses or approvals necessary and required in order to relocate 22nd Street.

Attachment: Attachement "A" Agreement for Realignment (1466 : Agreement for ROW and Realignment of 22Nd Street)

3. The City, at its sole expense, shall build the realigned 22nd Street in accordance with design standards prepared by the City of Opelika Engineering Department. Said roadway shall be constructed in a manner as to properly handle the water run-off from adjoining properties.

3. Upon the completion of the construction of the relocated construction of the relocated portion of 22nd Street, the City, Nix and Ericson agree to vacate a portion of the existing right-of-way of 22nd Street as shown on the right-of-way map and more fully described in Exhibit "B". Nix shall deed to Ericson a parcel of property containing 0.14 acres and being more fully described in Exhibit "C" attached hereto and incorporated herein by reference. The City shall deed to Ericson the portion of the vacated right-of-way of 22nd Street described in Exhibit "D" attached hereto and incorporated herein by reference.

4. A copy of the right-of-way map is attached hereto as Exhibit "E".

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals on the day and date first above written.

_____
JESSE RUSSELL NIX, a married man

ERICSON, INC.,
An Alabama limited liability company

BY:_____
ITS

CITY OF OPELIKA, ALABAMA

BY:_____
GARY FULLER, ITS MAYOR

ATTEST:

_____
CITY CLERK

Attachment: Attachement "A" Agreement for Realignment (1466 : Agreement for ROW and Realignment of 22Nd Street)

RESOLUTION NO. (ID # 1465)

Alley Transfer Agreement with Lee County

RESOLUTION NO. _____

RESOLUTION APPROVING ALLEY TRANSFER AGREEMENT WITH LEE COUNTY, ALABAMA

WHEREAS, Lee County, Alabama, a political subdivision of the State of Alabama ("Lee County"), is the owner of certain real property located at 205 South 10th Street in downtown Opelika, which property is developed as the Lee County Meeting Center (formerly the old Johnson Galleries building); and

WHEREAS, Lee County's property (the Lee County Meeting Center's site) abuts upon a portion of a public alley in the City of Opelika, Alabama, (the "City"); and

WHEREAS, Lee County desires to control, maintain and have responsibility over said alleyway; and

WHEREAS, Lee County has requested the transfer of said alleyway from the City to Lee County; and

WHEREAS, a proposed Alley Transfer Agreement (hereinafter the "Agreement") to be entered into between the City and Lee County has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

3. That the City hereby transfers to Lee County the jurisdiction, control, maintenance and the responsibility of the portion of the alley described in the Agreement.

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

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

ALLEY TRANSFER AGREEMENT

THIS AGREEMENT made and entered into this the _____ day of _____, 2015, by and between **THE CITY OF OPELIKA, ALABAMA,** (the "City") a municipal corporation and **LEE COUNTY, ALABAMA,** ("Lee County") a political subdivision of the State of Alabama.

WHEREAS, Lee County is the owner of property abutting upon a portion of a public alley in the City of Opelika, said alleyway being described as follows:

> The parcel more particularly described as follows: Commence at the southwest corner of Section 7, Township 19 North, Range 27 East in Lee County, Alabama: thence run East 2756.43 feet; thence run North 135.92 feet to an iron pin on the northwesterly margin of Avenue C; thence run North 42 degrees 34 minutes 54 seconds West a distance of 300.08 feet to an iron pin; Thence run South 47 degrees 26 minutes 20 seconds West for a distance of 100.0 feet to an iron pin; thence run North 42 degrees 34 minutes 54 seconds West for a distance of 101.0 feet to an iron pin on the southerly margin of Avenue B; thence run South 64 degrees 59 minutes 05 seconds West a distance of 232.19 feet to an iron pin at the intersection of the northwesterly margin of Avenue B and the northeasterly margin of the Central of Georgia Railway(previously Norfolk Southern Railroad); Thence run in a northwesterly direction along said margin of said Railway on the arc of a curve to the right having an arc length of 201.43 feet, a radius of 1120.00 feet, a chord bearing of North 24 degrees 27 minutes 24 seconds West and a chord length of 201.14 feet to an iron pin and the **Point of Beginning**; thence run North 45 degrees 00 minutes East for a distance of 262.3 feet to an iron pin; thence continue on said bearing for a distance of 30 feet to an iron pin; thence North 45 degrees 00 minutes West for a distance of 30 feet across said alley; thence South 45 degrees 00 minutes West for a distance of 216.1 feet to an iron pin; thence North 76 degrees 24 minutes West for a distance of 31.3 feet to an iron pin; thence run on a curve to the right with a radius of 1090 feet, and a chord length of 88.3 feet to an iron pin; thence run South 45 degrees 00 minutes West for a distance of 33.1 feet to and iron pin at the Easterly margin of the Central of Georgia Railway; thence run along said margin on a curve to the left with a radius of 1120 feet and a chord length of 151.2 feet to an iron pin and the Point of Beginning. The parcel described contains 0.29 acres.

; and

WHEREAS, Lee County desires to control, maintain and have responsibility over the portion of the alley described above; and

Attachment: ALLEY TRANSFER AGREEMENT 101615 (1465 : Alley Transfer Agreement with Lee County)

WHEREAS, Lee County has requested the transfer of said alleyway from the City to Lee County, and this transfer is mutually agreed upon, between the City and Lee County.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration the receipt and accuracy of which are hereby acknowledged, the City and Lee County agree as set forth below:

1. The City transfers to Lee County the jurisdiction, control, maintenance and responsibility for the portion of the public alley described above.

2. Lee County accepts all responsibility for the portion of the alleyway described above, including all curbs, culverts and drainage structures within the right-of-way of the alley.

3. The City gives up all rights to the portion of the alley described above.

4. Lee County agrees that it shall be solely responsible for the maintenance and repair of the alleyway described above.

5. Lee County agrees to indemnify and hold the City, its officers, elected officials, agents and employees harmless from and against any and all claims, actions, suits, damages, losses, costs, charges and liabilities that may arise as a result of Lee County's performance of this Agreement or relating to Lee County's use, control and maintenance of the alley.

6. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

7. This Agreement shall be effective upon the date of full execution by the parties.

IN WITNESS WHEREOF the parties have hereunto caused these presents to be executed the day and year first above written.

Attachment: ALLEY TRANSFER AGREEMENT 101615 (1465 : Alley Transfer Agreement with Lee County)

CITY OF OPELIKA, ALABAMA,
a municipal corporation

By:_____
GARY FULLER, Mayor

ATTEST:

_____
ROBERT G. SHUMAN
City Clerk

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

By:_____
BILL ENGLISH
Chairman of the Lee County Commission

Attachment: ALLEY TRANSFER AGREEMENT 101615 (1465 : Alley Transfer Agreement with Lee County)

STATE OF ALABAMA
COUNTY OF LEE

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

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: ALLEY TRANSFER AGREEMENT 101615 (1465 : Alley Transfer Agreement with Lee County)

RESOLUTION NO. (ID # 1464)

Land Transfer Agreement with Lee County

RESOLUTION NO. _____

RESOLUTION APPROVING LAND TRANSFER AGREEMENT WITH LEE COUNTY, ALABAMA

WHEREAS, Lee County, Alabama, a political subdivision of the State of Alabama ("Lee County"), owns certain real property in downtown Opelika behind the Alabama Office Supply Building; and

WHEREAS, the City of Opelika, Alabama, (the "City") has requested that Lee County transfer and convey to the City a 12-foot wide parcel of land containing 0.03 acres, more or less (the "Parcel"); and

WHEREAS, the City and Lee County have negotiated a Land Transfer Agreement for the transfer of Lee County's interest in said parcel of land; and

WHEREAS, a proposed Land Transfer Agreement (hereinafter the "Agreement") to be entered into between the City and Lee County has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Land Transfer Agreement to be entered into between the City and Lee County, a copy of which is attached hereto and marked Exhibit "A", is hereby approved,

authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Agreement.

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

3. That the Mayor is hereby authorized and directed to accept the conveyance of said 0.03 acre parcel of land as described in the Agreement, subject to the terms and conditions of said Agreement.

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

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

LAND TRANSFER AGREEMENT

THIS LAND TRANSFER AGREEMENT (the "Agreement) is made and entered into this the _____ day of _____, 2015, by and between **LEE COUNTY, ALABAMA,** ("Lee County") a political subdivision of the State of Alabama, and **THE CITY OF OPELIKA, ALABAMA,** (the "City") a municipal corporation.

WHEREAS, Lee County is the owner of certain property located in downtown Opelika which parcel contains approximately 0.03 acre, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the City has requested that Lee County transfer and convey the Property to the City for municipal purposes; and

WHEREAS, Lee County is willing to transfer and convey the Property to the City, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and Lee County agree as set forth below:

1. Within thirty (30) days from the date of this Agreement, Lee County agrees to transfer and convey to the City the Property. Lee County shall deliver to the City a statutory warranty deed in the form of Exhibit "B" attached hereto.

2. Simultaneously with the delivery of the deed, Lee County shall deliver possession of the Property to the City, "as is" and without any representations or warranties. The City hereby disclaims any such representations and warranties.

Attachment: LAND TRANSFER AGREEMENT 101615 (1464 : Land Transfer Agreement with Lee County)

3. Upon delivery of the deed to the City, the City agrees that it shall be solely responsible for the maintenance and repair of the Property. The City covenants that it shall maintain the Property in good order and repair.

4. The City agrees to pay all costs and expenses incurred in connection with or incident to this Agreement and the conveyance contemplated hereby, including all costs to prepare the deed and to record any documents necessary to transfer title.

5. The City agrees to indemnify and hold Lee County, its officers, elected officials, agents and employees harmless from and against any and all claims, actions, suits, damages, losses, costs, charges and liabilities that may arise as a result of the City's performance of this Agreement or relating to the City's ownership, use, control and maintenance of the Property.

6. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

7. This Agreement shall be effective upon the date of full execution by the parties.

IN WITNESS WHEREOF the parties have hereunto caused these presents to be executed the day and year first above written.

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

By:_____
BILL ENGLISH
Chairman of the Lee County Commission

Attachment: LAND TRANSFER AGREEMENT 101615 (1464 : Land Transfer Agreement with Lee County)

CITY OF OPELIKA, ALABAMA,
a municipal corporation

By:_____
GARY FULLER, Mayor

ATTEST:

_____
ROBERT G. SHUMAN
City Clerk

STATE OF ALABAMA
COUNTY OF LEE

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

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: LAND TRANSFER AGREEMENT 101615 (1464 : Land Transfer Agreement with Lee County)

EXHIBIT “A”

Commence at the point where the Southeasterly margin of Avenue “A” is intersected by the easterly margin of South Ninth Street in the City of Opelika, Lee County, Alabama, and run North 45 degrees 0 minutes East, along the said Southeasterly margin of said Avenue “A”, for 263.0 feet, to the said point of beginning; thence run South 45 degrees 0 minutes East along said property a distance of 110 feet, thence South 45 degrees 0 minutes East for a distance of 12.0 feet, thence North 45 degrees 0 minutes West a distance of 110.0 feet, thence North 45 degrees 0 minutes West a distance of 12.0 feet back to the point of beginning all containing an area of more or less 0.03 acres.

Being part of the lot 3G of Block Eleven (11) as shown on Totten’s Official Real Estate Map of the City of Opelika, Alabama, as recorded in Town Plat Book 2, at Page 9, in the Office of the Judge of Probate of Lee County, Alabama, and as shown by that certain survey dated January 22, 1971.

Attachment: EXHIBIT A (1464 : Land Transfer Agreement with Lee County)

RESOLUTION NO. (ID # 1492)

New Agreement with Canvas Planning Group / Aaron Fortner.

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR CONSULTING SERVICES WITH CANVAS PLANNING GROUP

WHEREAS, Canvas Planning Group ("Canvas") is an urban and planning consulting service business; and

WHEREAS, the City desires to contract with Canvas to provide professional planning and zoning consulting services with respect to the Carver-Jeter neighborhoods in the City of Opelika, Alabama (the "City'); and

WHEREAS, a proposed Agreement for Consulting Services (the "Agreement") to be entered into between the City and Canvas has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

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

4. That the compensation (approximately $90,000.00) due and payable to Canvas under the terms and conditions of the Agreement shall be paid as follows: $52,410.00 from the Carver-Jeter Initiative Account and $37,590 from the Unassigned Fund Balance. The Mayor and Controller are hereby authorized and directed to make all necessary and appropriate accounting and budget entries to carry into effect the purpose and intent of the provisions of this Resolution and the Agreement.

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

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

_____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

AGREEMENT FOR CONSULTING SERVICES

CANVAS PLANNING GROUP agrees to provide the City of Opelika the following professional services for the fees and on the terms and conditions set forth herein.

1. PARTIES TO THE AGREEMENT

The parties to this agreement are City of Opelika, hereinafter referred to as "Client," and CANVAS PLANNING GROUP, a CORPORATION, existing or formed under the laws of the State of Georgia, hereinafter referred to as "Consultant."

2. PROJECT SUPERVISION

Aaron Fortner will be the project manager for Consultant. Lisa Harrelson will be the project manager for Client. Either party may rely on the representations, approvals, and other actions of the project manager of the other party. Neither party may designate a new project manager except with the express written consent of the other party, which consent shall not be unreasonably withheld.

3. SERVICES

The services to be provided are set forth in detail in the attached Exhibit A, "Scope of Services." Exhibit A shall be deemed to be incorporated herein by reference whether it is attached to this agreement and executed at the same time as this agreement or prepared and/or executed separately at a later date.

4. PRICE

Consultant shall provide the services set forth in the Exhibit A Scope of Services for a price of Seven Thousand and Five Hundred Dollars ($7,500) per month, billable monthly on the 1st day of each month for the life of the contract. Payment shall be rendered within thirty (30) days of Client's receipt of bill. Additional site visits, project hours, and/or project tasks in excess of the Scope of Services may be requested by the Client. Such additional services will be priced accordingly based on the level of effort required to complete the tasks.

Attachment: WS 12-15-15, agreement with Cavas Planning Group. (1492 : New Agreement with Canvas Planning Group / Aaron Fortner.)

5. TERMS AND CONDITIONS

The price stated in this agreement includes all fees for professional services, all incidental costs and materials, and all travel costs incurred by Consultant.

6. LENGTH OF CONTRACT

The term of this Agreement shall be for a duration of twelve months from January 1st, 2016 to December 31st, 2016 and shall be, unless terminated prior thereto, as hereinafter provided pursuant to the Scope of Services detailed in Exhibit A. Additional site visits, project hours, and/or project tasks in excess of the Scope of Services may be requested by the Client. Such additional services will be priced accordingly based on the level of effort required to complete the tasks.

The Client may terminate this Agreement at any time by giving written notice of termination to the Consultant. This Agreement shall terminate effective thirty (30) days after such notice. After termination, Consultant shall not incur further expenses or spend further time in the discharge of its obligations under this Agreement without the prior approval of the Client. In the event of termination, Consultant shall be entitled only to payments received as of the date of termination.

7. OWNERSHIP OF WORK PRODUCT

All right, title, and interest, including copyrights, in and to all documents, in whatever medium they may exist (including but not limited to, electronic), prepared pursuant to this agreement are owned by and hereby assigned to Client, although Consultant may retain physical possession of a copy of them. Client shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement, provided Consultant is noted as a source.

8. REMEDIES – LEGAL AND EQUITABLE

In case of the default of either party under this agreement, the other party, after offering the defaulting party any right to cure within thirty (30) days, may seek any legal or equitable remedies otherwise available, including but not

Attachment: WS 12-15-15, agreement with Cavas Planning Group. (1492 : New Agreement with Canvas Planning Group / Aaron Fortner.)

limited to payment, damages, rescission, and/or specific performance. Such remedies shall exist notwithstanding the termination of the agreement. The remedies for default shall survive the termination of the agreement, although a right of specific performance shall not survive a termination in accordance with the terms of this agreement.

9. COMPLETE AGREEMENT/AMENDMENTS

This agreement, together with Exhibit A, Scope of Services constitutes the complete agreement between parties. It may be amended only by a writing executed by both parties. This agreement may be executed in multiple counterparts, each of which shall be considered an original. When this agreement has been signed by both parties, it shall constitute a binding agreement and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to the date of the agreement.

CLIENT:	CONSULTANT:
City of Opelika	CANVAS PLANNING GROUP
By: _____	By: _____
Date: _____	Date: _____

Attachment: WS 12-15-15, agreement with Cavas Planning Group. (1492 : New Agreement with Canvas Planning Group / Aaron Fortner.)

EXHIBIT A: SCOPE OF SERVICES

TASK A: HOUSING AUTHORITY AREA PLANNING & ZONING

1. **Housing Authority Area Steering Committee**
   Form a Steering Committee with the following composition of members:
   - District 1 resident;
   - District 2 resident;
   - District 3 resident;
   - Housing Authority resident;
   - Local business owner;
   - Local church pastor;
   - Local real estate professional;
   - Housing Authority staff member;
   - Housing Authority board member;
   - City of Opelika staff member;
   - District 1 City Council member;
   - District 2 City Council member; and
   - District 3 City Council member.

2. **Housing Authority Area Mission Statement**
   Develop a Mission Statement including:
   - Vision;
   - Guiding Principles; and
   - Objectives.

3. **Housing Authority Area Community Engagement**
   Facilitate large-scale Community Open House meeting to keep local stakeholders informed and to solicit necessary feedback on the direction of the plan.

4. **Housing Authority Area Strategic Plan**
   Create a Strategic Plan for each Housing Authority area including:
   - Preferred housing density (total number of units)
   - Preferred housing affordability (total number of subsidized and unsubsidized)
   - Preferred housing ownership (total number for rent and for sale)
   - Preferred housing type (single-family and multi-family)
   - Preferred housing design (building form and architectural design)
   - Identification of opportunities for new businesses;
   - Identification of opportunities for new parks;
   - Identification of opportunities for streetscape improvements;
   - Identification of opportunities for new streets and biking/walking paths.

Attachment: WS 12-15-15, agreement with Cavas Planning Group. (1492 : New Agreement with Canvas Planning Group / Aaron Fortner.)

- Conceptual site plan
- Necessary Land Use and Zoning changes;

5. **Housing Authority Area Zoning District Drafting**
   Translate the Strategic Plan into a set of new draft legislation for Zoning District at each of the Housing Authority areas. These draft districts will include master site plans for each area and will further regulate the following elements of the Strategic Plan:
   - Total housing density;
   - Total housing affordability ratio;
   - Total housing ownership type ratio;
   - Locations of housing types;
   - Building form and architectural design;
   - Locations for new businesses;
   - Locations for new parks;
   - Streetscape standards;
   - Locations for new streets and biking/walking paths; and
   - Locations for new parking areas.

6. **Housing Authority Area Zoning District Adoption**
   Finalize the zoning district drafts and submit them as legislation to the City Council for adoption into the Opelika Zoning Ordinance.

TASK B: CARVER – JETER PLAN IMPLEMENTATION

1. **Carver-Jeter Plan Implementation**
   - Work with the Opelika Community Development Corporation to identify, promote, and launch entrepreneurs within the community as part of the Dream Catchers initiative
   - Identify locations for new sidewalk and streetscape investments
   - Identify target parcels for new businesses
   - Identify target parcels for a new community business incubator
   - Identify target parcels for a new community bikeshop
   - Identify target parcels for new single-family housing
   - Identify target parcels for new neighborhoods parks
   - Identify target parcels for a new urban farm
   - Create implementation plan for a new reading room at the public library
   - Develop strategy for acquiring the Lee County Schools Magazine Ave property
   - Research Alabama best practices for model building codes, zoning districts related to housing, and mobile home parks
   - Work with City staff to implement phase 2 of the Bike/Ped path
   - Represent the City and/or the Mayor on focus groups, committees, and/or task forces related to implementation of the Carver-Jeter Plan

Attachment: WS 12-15-15, agreement with Cavas Planning Group. (1492 : New Agreement with Canvas Planning Group / Aaron Fortner.)

2. **Art Line Planning**
   - Form the Art Line Steering Committee
   - Develop the Art Line mission statement
   - Identify the future Art Line path alignment
   - Identify future art installation locations and themes
   - Identify Art Line signage standards
   - Develop a maintenance plan for the future of the Art Line
   - Plan, coordinate, and execute an art installation day for the Spring of 2016
   - Plan, coordinate, and execute an art installation day for the Fall of 2016

Attachment: WS 12-15-15, agreement with Cavas Planning Group. (1492 : New Agreement with Canvas Planning Group / Aaron Fortner.)

RESOLUTION NO. (ID # 1496)

Expense Report - Patsy Jones

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
Patricia A. Jones	City Council	300.41

) 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 Patricia A. Jones

DEPARTMENT Legislative

PERIOD ENDING Dec. 9-10, 2015

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

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR, RAIL, ETC.	TRANSPORTATION: RENTAL CAR, LIMO, ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS: LUNCH	BUSINESS MEALS: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												
MON												
TUE												
12/9/15 WED	Montgomery, AL	$194.91							$22.80		$82.70	$300.41
THU												
FRI												
SAT												
WEEKLY CATEGORY TOTAL $		$194.91							$22.80		$82.70	$300.41

WEEKLY TOTAL OF EXPENSES $

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS

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

NUMBER OF DAYS AWAY FROM HOME Dec. 9-10, 2015

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL CM051 / Graduation Alabama League of Muni

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE OR ☒ MAIL TO:

Patricia A. Jones
1407 Harper Street
Opelika, AL 36801

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	AMOUNT
12/9-10/15	Mileage 124e.5 75	$71.30
12/9-10/15	Self Parking	$10.00
12/9-10/15	Lodging Tax	$1.40

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

WilsonJones®

WHITE – ORIGINAL CANARY – DUPLICATE

44B-950N • Carbonless Snap-A-Way® Forms
©1993 ACCO USA, Inc.

Attachment: CM 12-15-15, expense report, Patsy Jones (1496 : Expense Report - Patsy Jones)

ORDINANCE NO. (ID # 1455)

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.

Attachment: Ordinance amending DIV 3 ART 2 CHAP 28 112015 (1455 : Electric Rates and Charges - Second Reading.)

(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

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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:

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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

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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.

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(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:

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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").

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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

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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:

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(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.

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(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.

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(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

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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

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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	

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	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

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(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.

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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

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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

Attachment: Ordinance amending DIV 3 ART 2 CHAP 28 112015 (1455 : Electric Rates and Charges - Second Reading.)

ACTION BY MAYOR

APPROVED this the _____day of _____, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Attachment: Ordinance amending DIV 3 ART 2 CHAP 28 112015 (1455 : Electric Rates and Charges - Second Reading.)

ORDINANCE NO. (ID # 1456)

Amend City Code, General Service Rules and Regulations-OPS - First Reading.

ORDINANCE NO._____

AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 28 OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, AS AMENDED, PERTAINING TO OPS GENERAL SERVICE RULES AND REGULATIONS; PROVIDING A REPEALER CLAUSE; 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 Article VIII of Chapter 28 of the *Code of Ordinances* of the City of Opelika, Alabama, entitled "OPS General Service Rules and Regulations", is hereby amended to read as follows:

ARTICLE VIII. - OPS GENERAL SERVICE RULES AND REGULATIONS

Sec. 28-401. - General.

These rules and regulations are intended to set forth the rights and obligations of the city as well as those of the customer with the respect to the supply and use of electric, video (television), data (Internet) and voice (telephone) services. These rules and regulations are established as and for the conditions under which the city will provide services to a customer. This article covers most of the recurring situations where standardized policies and practices have been established. To the extent necessary, the director of the city power services shall cause to be prepared such supplementary administrative rules, specifications and forms as are consistent and necessary to properly enforce these general rules and regulations.

Sec. 28-402. - Definitions.

Whenever used in this article, the following words and phrases shall have the meanings herein specifically ascribed to them:

Applicant shall mean any person who makes application for services from the city power services department.

City shall mean the city of Opelika, Alabama.

Customer shall mean any person, partnership, association, firm, corporation or other entity taking service from the city power services.

CSR shall mean customer service representative of the city power services department.

Director shall mean the director of the city power services department.

OPS shall mean the Opelika Power Services Department of the city.

Person shall mean and include any natural person, firm, corporation, partnership, association, organization or any other entity.

Service or services shall mean electric, video (television), data (Internet) and voice (telephone) or any other services provided by OPS.

Sec. 28-403. - OPS' responsibility to the customer.

Services rendered will be non-discriminatory in nature within any class or service provided. No person within a single class of service will receive preferential treatment.

Sec. 28-404. - OPS' right to refuse or discontinue service.

OPS reserves the right to refuse to serve or to discontinue service to a customer for sufficient cause including but not limited to the following:

(1) For violation of or non-compliance by the customer of any of OPS' rules, regulations, policies, or contract service agreement.

(2) The furnishing of service would be detrimental to the safe and continued operation of OPS' facilities, equipment or systems.

(3) Any connected appliances or devices are not properly installed, of improper design or capacity or are in such condition that unsafe operation of any component, appliance or service is likely.

(4) Customer has not complied with all applicable provisions of these service rules and regulations or any applicable codes and ordinances.

(5) The customer has attempted to tamper with or interfere with the proper operation of OPS' equipment including but not limited to meters, regulators, and control devices.

(6) OPS is instructed to withhold service by any authority having such jurisdiction.

(7) The customer's failure to pay any bill before the delinquent date as provided in section 28-415.

(8) The person requesting service or installation of service equipment currently owes OPS a delinquent amount for utility services previously provided, whether to the same or different premises.

(9) The person requesting service or installation of service equipment owes OPS a delinquent amount for service equipment previously provided, whether to the same or different premises.

(10) For unauthorized use of services.

Sec. 28-405. - Application for service.

Each prospective customer desiring electric, video (television), data (Internet), voice (telephone), or any other service shall be required to sign OPS' standard form of application for service or a contract before service is supplied by OPS. Requests for new service must be made in person at OPS' customer service center located at 600 Fox Run Parkway.

When applying for new service, proof of identification is required. Two (2) forms of identification (government issued) are required to establish service with at least one being from the primary forms list. One item of ID must include a photograph of the applicant. Acceptable identification:

PRIMARY FORMS	SECONDARY FORMS
Valid Driver's License	Social Security Card
State-Issued Non-Driver's License ID with photo-Not expired	Birth Certificate (certified copy)
US Passport	Voters Registration
Gun Permit with Photo	Medicaid or Medicare Number (can verify number on Online Utility Exchange)
US Military ID Card	W-2 Forms
FAA Issued Pilots License	Individual Tax Identification Number (ITTN)
Matricula Consular ID Card or similar forms if ID issued by other national governments	Hunting, Fishing, or Gun permit (without photo)
Federal Government issued ID - not expired	Selective Service Identification Card
Permanent resident card or alien registration receipt card (Form I-551)	Naturalization Document
Foreign passport with Form I-94 or I-94A	Employee Identification Card
Employment authorization document that contains a photograph (Form I-766)	Bureau of Indian Affairs Card or American Indian Card
US Naturalization Document	Certificate of citizenship issued by U.S. Citizenship and Immigration Services

The customer's service will not be connected to OPS' system until all applicable conditions and provisions of these rules and regulations have been met. Electric service will be connected the same day if application is made prior to noon pending approval from the inspections department and if required, pending verification of all required documents and payment of all fees and deposits.

The application, as accepted by OPS, constitutes a contract and will become effective on the day the customer is provided service by the city. Under some circumstances OPS may require that the customer enter into a separate written agreement for service. Any agreement executed between OPS and the customer shall be in effect on the day specified as the effective date in the agreement.

Sec. 28-406. - Deposits.

A deposit may be required at the option of OPS from an applicant for services to guarantee the payment of all bills and the protection of OPS' equipment on the customer's premises. For residential customers, the deposit will be in the form of cash. For commercial and industrial customers, the deposit will be in the form of cash, approved surety bond or irrevocable letter of credit. Electric, refuse, telecom deposits may be required according to the customer's credit rating. Deposits are not billable. When service is terminated, deposits may be applied by OPS against any unpaid bills of the customer. If any balance remains after such application is made, said balance shall be refunded to the customer. OPS may require a separate deposit for each customer account. Deposits remain on file until services are disconnected or final billed or the deposit is refunded to the customer. Deposit amounts are as follows:

Electric Residential Deposit:	Based on Experian National Risk Model = $0.00 (Green)
	Based on Experian National Risk Model = $200.00 (Yellow)
	Based on Experian National Risk Model = $300.00 (Red) up to two times the preceding twelve month average at the service location
Electric Commercial Deposit:	$300.00 minimum or two times the estimated high bill at location. If a new service location, the estimated bill will be determined by OPS using load data provided by the customer. The deposit may be reviewed and adjusted after one year of usage.
Garbage/Refuse Deposit:	Based on Experian National Risk Model = $0.00 (Green)
	Based on Experian National Risk Model = $25.00 for OPS power customers and $50.00 for non-OPS power customers
Telecom Residential Deposit:	Based on Experian National Risk Model = $0.00 (Green)
	Based on Experian National Risk Model = $125.00 (Yellow) or the total

	of one month’s service fees, whichever is higher
	Based on Experian National Risk Model = $200.00 (Red) or the total of one and half month’s service fees, whichever is higher.
Credit Scores:	Green 685-850
	Yellow 630-684
	Red 0-629
Note: A yellow flagged customer may have a deposit waived based on past bill payment experience with OPS. If a customer wanting telecom service has no non-sufficient funds or returned checks, they may qualify for no deposit for telecom services. The management of OPS or their designee will make that determination based on a customer's past payment experience and the Experian risk model information. All customers that are flagged yellow will be considered equally when determining their qualification for deposit waiver.	
Telecom Business Deposit:	$250.00 or the total of one month's service fees, whichever is higher.

Sec. 28-407. - Payments.

(a) Payments can be made in person at OPS' customer service center located at 600 Fox Run Parkway. Office hours are 8:00 a.m. to 4:30 p.m., Monday thru Friday, except for holidays. For the customer's convenience, a drive-thru window and night depository is provided at this location. OPS will not be responsible for night deposit cash payments.

Payments can be mailed to:

Opelika Power Services
Post Office Box 2168
Opelika Al 36803-2168

Online payments can be made 24/7 at www.opelikapower.com. Payments are posted to the account immediately.

Bank draft is offered free of charge. Signature on an authorization form and a voided check is required. Billing statement notifications will be provided each month stating the draft date and amount.

(b) Returned checks. A written notice will be sent upon receipt of a returned check. Customers will have five (5) days from the date of the letter in which to redeem the check. A thirty dollar ($30.00) redemption fee will be assessed. If the check is not redeemed, the electrical service will be scheduled for disconnection and a fifty dollar ($50.00) non-payment fee will be assessed. Once an account has been scheduled for disconnection, the check, all fees and all outstanding account balances must be paid with cash in full. After two (2) returned

checks for insufficient funds in a twelve (12) month period, accounts will be placed on a "cash only" status. All other returned checks (closed account, stop payment, etc.) are placed on "cash only" immediately. If a customer is placed on "cash only" status, he/she is required to pay with cash or money order for a period of two (2) years. At the expiration of two (2) years, checks will again be taken on the account. However, if a check is ever returned again after the account has been re-activated to accept checks, the account will be placed on "cash only" basis permanently. Checks must be redeemed by cash payment at OPS' customer service center located at 600 Fox Run Parkway. Night deposit and mail payments will not be accepted for returned check redemption. Accounts reflecting a returned check are subject to review. An increase in deposit may be required. Service will be terminated immediately, without notification, if a deposit payment is returned unpaid by the customer's bank or if an account payment is returned on a closed bank account.

(c) Returned bank drafts. Any returned bank drafts will be treated the same as a returned check. There will be a thirty dollar ($30.00) redemption fee for each return draft. Drafts will not be re-submitted and must be redeemed by cash payment at the customer service center. After two (2) return drafts, the account will be removed from bank draft and placed on a "cash only" status and the above stated rules apply. To remove an account from bank draft, the customer may call OPS' customer service center at 334-705-5170. All pending bank drafts must have cleared the customer's bank in order to be removed from bank draft. Pending bank drafts cannot be changed or stopped.

Sec. 28-408. - Point of delivery.

The point of delivery of service to a customer's premise is designated by OPS. All wiring and equipment beyond this point of delivery (except by special written agreement) shall be installed, owned, and maintained by the customer at no expense to OPS with the exception of the meter, the optical network terminal and the television set top boxes. Customer shall provide adequate right-of-way, as determined by OPS, for extension of service from OPS' existing facilities to the point of delivery. OPS shall not be liable for accidents or damages that occur on customer's equipment or facilities located beyond delivery point.

Sec. 28-409. - Customer's wiring standards.

All customer wiring must conform to governmental requirements and accepted modern standards, as exemplified by the requirements of the national electrical safety code, the national electric code, and other applicable codes and standards.

Sec. 28-410. - Electric customer premise inspections.

OPS shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced, or at any later time. OPS reserves the right to reject any wiring, or appliances not in accordance with OPS' standards. Such inspection or failure to inspect or reject shall not render OPS liable or responsible for any loss or damage resulting from defects in the installation, wiring or appliances, or from violating OPS' rules, or from accidents, which may occur upon customer's premises.

Sec. 28-411 - Underground service lines.

Customers desiring underground service lines from OPS' overhead system will be required to bear the excess cost associated with delivery of service. Conditions, specifications, and terms for such construction will be furnished by OPS upon request.

Sec. 28-412 - Customer's responsibility for OPS' property.

All meter, service connections, and other equipment furnished by OPS shall be, and remain, the property of OPS. Customer shall provide a space for and protect the property of OPS on customer's premises. In the event of loss or damage to OPS' property, the customer will be responsible for the costs of necessary repairs and/or replacement.

Sec. 28-413. - Right of access.

OPS' identified employees shall have safe access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, exchanging, or inspecting any or all equipment and facilities belonging to OPS. OPS may, at its discretion, utilize or upgrade existing facilities on the customer's premise for the additional purpose of serving other properties.

Sec. 28-414. - Billing.

Bills will be rendered monthly and shall be paid by the due date or delinquent date specified on the bill. Due dates shall be established at such periods after billing dates as are specified by OPS. The due date shall not be earlier than ten (10) days after the billing date. Due dates cannot be changed. Bills paid after the due date specified on the bill shall be subject to an additional late charge of the greater of five dollars ($5.00) or five (5) percent of the bill amount. Delinquent accounts are subject to review and may result in the requirement of additional deposit. Failure to receive a bill due to mail delivery or other reasons will not release customer from payment obligation. Should the due date of a bill fall on a Saturday, Sunday, or holiday, the next business day following the due date shall be held as the due date for delivery of payment at OPS' main office or authorized collection agency. Customer shall be obligated for payment of expenses associated with mailing the notice of termination of service, which amounts shall be specified on the notice. Bills shall be paid in lawful United States currency or coin or other acceptable form of payment such as credit card. Customer shall also be obligated to pay OPS an amount established by OPS for expenses incurred by OPS in the processing of checks improperly drawn, not acceptable for processing using normal commercial banking practices, or returned to OPS unpaid by customer's bank.

1) Electric budget billing - OPS offers "budget billing." The system calculates a monthly budget amount for electricity, which is based on the past twelve (12) month's consumption/charge history. The total monthly bill amount will vary slightly each month, as tax and fuel cost are not included in the calculation. Budget bills are re-calculated each December. Budget amounts may increase or decrease based on the customer's consumption for the past twelve (12) months. If an account is terminated from budget billing, deferred balances will be due and payable at that time. Accounts

are subject to review prior to being set up for budget billing as certain criteria may apply.

2) Minimum bills - OPS may not disconnect electrical service to any premise for nonpayment of a delinquent bill that is ten dollars ($10.00) or less. Furthermore, a delinquent penalty shall not be added to a delinquent bill unless the amount of the account exceeds ten dollars ($10.00)

The director or his designee shall have the right to extend the time of payment of any account in the event of undue hardship. It is the intention of this section that the director shall grant an extension only to overcome some exceptional difficulty that prevents the customer from paying his/her bill by the due date or to avoid a situation that threatens the life or safety of the occupants of any premises served by OPS. All requests for an extension must be submitted to the director prior to the disconnect date.

Sec. 28-415. - Discontinuance of service by OPS for non-payment.

(a) At any time after a customer's account has become delinquent, OPS shall give to the customer at least five (5) days' written notice of its intention to discontinue service of his/her account. After the lapse of period specified in the written notice, if the account has not been paid in full, OPS, notwithstanding any deposit referred to in section 28-406, may then discontinue service without further notice subject to the following specific provisions:

(1) The customer shall have the right of paying such delinquent account, which shall include any subsequent bill for service which has become delinquent, at any time prior to the actual disconnection of his/her service.

(2) Payment by the customer, as set out in subsection (1), at OPS shall not affect OPS' right during the day payment is received to disconnect service for non-payment, if such payment is unknown to employee disconnecting such service.

(3) The customer making payment in accordance with subsection (2) will not, in case his/her service is disconnected following payment the same day, be required to pay any reconnection charge. A reconnection charge will apply if OPS has certain knowledge that payment was made following disconnect.

(4) No service shall be cutoff for non-payment after 3:30 p.m. on any date immediately preceding a day or days when OPS' business office will be closed.

(5) No residential electric service shall be disconnected for non-payment when the temperature at that location is forecasted to be 32° Fahrenheit or below for that calendar day. The controlling forecasted temperature for a particular location shall be the temperature forecasted by the national weather service for that location on the calendar day in question.

(b) The notice required in subsection (a) shall have a heading, in bold letters, of "disconnect notice", "termination notice", "final notice" or "cutoff notice". Such notice shall also state the telephone number and address of OPS where the customer may make inquiry about the written notice or any dispute concerning the notice. OPS shall delegate to at least one

employee in its customer service office the authority to change any service billing that is in error.

(c) OPS shall delegate to at least one employee the power to extend deadline for payment, to enter into agreements to receive the amount of the bill and installments, and to correct errors in bills. This person shall be reasonably available to receive appropriate complaints or inquiries.

(d) Whenever service is disconnected for non-payment and the customer requests that service be restored, except as provided in subsection (a)(3), a reconnection fee in the amount of fifty dollars ($50.00) for each respective service shall be added to the customer's delinquent account and shall become due and payable as part of the account for service rendered and shall be paid before service is restored along with all of the amounts owing on the customer's account which were specifically referred to in the delinquent notice, together with all amounts owing on the customer's account which has subsequently become delinquent.

(e) Notice of OPS' intention to discontinue service as required in subsection (a) shall be considered to be given to the customer when a copy of such notice is left with such customer, left at the premises where service is rendered, or posted in the United States mail addressed to the customer's last known post office address. If the notice is posted in the United States mail, it shall be delivered to the post office at least five (5) calendar days before service is to be disconnected.

(f) OPS may decline to serve an applicant or disconnect a customer who is indebted to OPS for services at a former location or at the present location of the applicant or customer or where such indebtedness was incurred by a member of the applicant's or customer's household, either under the name of the applicant or customer, or another name. Provided, however, applicant shall be served or customer's service shall be continued upon complying with the deposit required in Section 28-406 and in addition thereto making a special deposit in an amount equal to the net balance in dispute. Upon settlement of the disputed account, the balance, if any, due to the applicant or customer or a member of the applicant's or customer's household shall be promptly repaid.

(g) Life Support. The customer is responsible for notifying OPS, in writing, with letter from the attending physician, if a life-support system is present in the residence to avoid disconnection of service in the event of nonpayment.

Sec. 28-416. - Discontinuance or suspension of service for reasons other than the non-payment of service bill.

Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated the customer shall be allowed a reasonable time in which to comply with the provisions of this section before service is discontinued. Service may be discontinued or suspended for the following reasons:

(1) Without notice in the event of a condition on the customer's premises determined by OPS to be hazardous.

(2) Without notice in the event of customer use of equipment in such a manner as to adversely affect OPS' equipment or OPS' service to others.

(3) Without notice in the event of tampering with the equipment furnished and owned by OPS.

(4) Without notice in the event of unauthorized use.

(5) For failure of the customer to permit OPS reasonable access to its equipment for inspection, securing a meter reading, etc.

(6) For violation of and/or non-compliance with OPS' rules and regulations.

(7) For failure of the customer to fulfill his/her contractual obligations for service.

In the event service is disconnected due to a hazardous condition through no fault of the customer, the reconnect charge will not apply.

Sec. 28-417. - Connect, reconnect, and disconnect services and charges.

OPS has established and will collect standard charges to cover the reasonable average cost, including administration of connecting service, reconnecting service, or disconnecting service. Higher charges may be established and collected when connections and/or reconnections are performed after normal office hours, or when special circumstances warrant. When connecting service, a connection fee of forty dollars ($40.00) will be assessed and is non-refundable. A request for transfer of service must be made in person at OPS customer service center, located at 600 Fox Run Parkway. Proof of identification is required. All previous account balances must be paid in full prior to transferring service. Requirements to update the customer's electric and/or refuse deposit may exist. A twenty -five dollar ($25.00) fee is required for electric and refuse service transfer. This fee is not billable and is non-refundable.

Request for service disconnection may be initiated by calling OPS' customer service center at 334-705-5170. Information verification is required. Deposits will be applied to any outstanding account balance. Statements will be mailed approximately seven (7) to ten (10) days after termination of service. Refund checks are mailed independently of statements. A service call fee of eighty dollars ($80.00) will be assessed for problems beyond OPS' control and not within its responsibilities or if the service call was unwarranted in the judgment of OPS. OPS does not reconnect service after hours except in emergency situations. If service is reconnected after 4:30 p.m., or on a Saturday, Sunday or legal holiday, an after hour service charge of one hundred twenty dollars ($120.00) will be required. Accounts will be scheduled for disconnection of service five (5) days after the delinquent date. A fifty dollar ($50.00) non-payment (delinquent) fee will be assessed at that time. Accounts may be assessed a non-payment fee without being disconnected. The disconnect fee is considered part of the account balance and must be paid to avoid disconnection or paid prior to reconnection. Accounts scheduled for disconnection are subject to review; a deposit increase may be required.

Sec. 28-418. - Administrative hearing prior to termination of service.

At any time prior to 4:30 p.m. on the day preceding the disconnect date, any customer may request in writing an administrative hearing before the director or his designee. No hearing shall be necessary if the customer does not request a hearing in writing. Upon such request, the director or his designee shall, as soon as practicable, fix a day and time for the administrative hearing. In any event, all disputes shall be heard by the director or his designee before the customer's service is disconnected. The hearing shall offer the customer reasonable opportunity to be heard on any dispute concerning the amount of his/her bill or any other matter relating to the termination of the customer's service. The customer may appear at the hearing in person or through a designated representative. The final decision of the director or his designee shall be made in writing and a copy of the decision shall be delivered to the customer either personally or by certified mail, postage prepaid, return receipt requested. If the director or his designee's decision shall be to terminate the customer's service, the date of termination shall be stated therein. All such decisions shall be final and binding upon the parties subject, however, to such remedies as any aggrieved party might have in law or in equity.

Sec. 28-419. - Termination of contract by customer.

Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days written notice to that effect, unless the customer's contract specifies otherwise. A Customer's notice to discontinue service prior to expiration of the customer's contract term will not relieve customer from any minimum or guaranteed payment under any contract or rate schedule.

Sec. 28-420. - Service charges for temporary service.

Customers requiring temporary electric service may be required by OPS to pay all costs incurred in supplying, removing, connecting, and disconnecting service. This rule applies to circuses, carnivals, fairs, temporary construction, mobile homes not on permanent foundations, and like events. A minimum charge of two hundred dollars ($200.00) shall be paid prior to connection of temporary electric service. This service charge shall be made in addition to charges for consumption of electricity. Charges will be calculated by the follow formulas:

Cost of overhead temporary service installation (includes up to 50 feet of additional overhead service conductor) (uses existing transformer and pole)	$200.00
Cost of underground temporary service installation (includes up to 5 feet of underground service conductor) (uses existing transformer or secondary pullbox)	$200.00
Cost of additional overhead service conductor, per foot	$2.00
Cost of additional underground service conductor, per foot	$7.50
Cost of lift poles set by OLP, each	$200.00
Cost of installation of transformers or additional facilities calculated per job	

This installation will be calculated by the following formula:	
100% of labor, overhead, and equipment to install	
50% of above to remove	
50% of material used	
Temporary service deposit (refundable)	$150.00

Sec. 28-421. - Irregular service.

It is recognized by the parties that the availability of power to a customer may be interrupted or curtailed from time to time because of an "act of God", acts by agents or employees of OPS constituting negligence, or otherwise. Because the customer is in the best position to provide and install special wiring, alternate supplies, or special devices to protect customer facilities and equipment, the customer assumes all risk of loss, injury or damage resulting from such interruptions or curtailments. OPS will use reasonable diligence to provide a regular and uninterrupted supply of electricity and/or telecom services, but shall not be liable for any loss, injury, or property damage resulting from failure to supply electricity and/or telecom services, interruption, delay in restoration, mechanical failure, single-phasing, voltage irregularity, fire, labor difficulties, riot, explosion, breakdown, external forces, flood, acts of God, or the public enemy.

OPS shall not be liable for any damage where customer's wiring does not conform to applicable code or law. OPS shall not be liable for any damages that may result to customer or any other person, firm or corporation by reason of OPS' implementation of any emergency load curtailment plan in effect between OPS and its sources of supply for electric power, including, without limitation, the state municipal electric authority.

Sec. 28-422. - Power quality degradation caused by customer.

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to OPS' system or to the electric service provided by OPS. OPS may require the customer, at his/her own expense, to install suitable apparatus which will reasonably limit such fluctuations or disturbances.

Sec. 28-423. - Additional load.

The service connection, transformers, meters, and equipment supplied by OPS for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of OPS. Failure to give notice of additions or changes in load, and to obtain OPS' consent for same, shall render the customer liable for any damage to any of OPS' lines or equipment or interruption of electric service provided by OPS caused by the additional or changed installation.

Sec. 28-424. - Standby and resale service.

All purchased electric service (other than emergency or standby service) used on the premises of customer shall be supplied exclusively by OPS and customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

Sec. 28-425. - Single point delivery.

The published rates for each class of service are based upon the supply of service to the entire premises through a single delivery and metering point, and at a single voltage. Separate supply for the same customer at other points of consumption, or at a different voltage, shall be separately metered and billed.

Sec. 28-426. - Notice of trouble.

The customer shall notify OPS immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, shall be confirmed in writing.

Sec. 28-427. - Non-standard service.

The customer shall be responsible for the additional cost compared to standard service installations, of any special installation necessary to meet customer's specific requirements for service.

Sec. 28-428. - Meter tests.

OPS will from time to time make tests or inspections of its meters and billing records and will make special tests or inspections of its meters and billing records at the request of a customer. If a test or inspection shows that the customer's bill is accurate within two (2) percent, no adjustment will be made in the customer's bill, and if the test or inspection was requested by the customer, a testing charge in the amount of fifty dollars ($50.00) shall be charged to the customer. If a test or inspection shows that the customer's bill is more than two (2) percent high or low, OPS will adjust the customer's bill and the cost of any meter test requested by the customer will be borne by OPS. OPS will not collect from or reimburse the customer any undercharge or overcharge applicable to periods more than twelve (12) months prior to the date of the test or inspection.

Sec. 28-429. - Filing and posting.

A copy of these rules and regulations, together with a copy of OPS' residential fiber optic services rate card shall be kept open to inspection at the offices of OPS.

Sec. 28-430. - Scope.

This schedule of rules and regulations, as amended from time to time, is a part of all contracts for electric and telecommunications service from OPS and applies to all service received from OPS, whether the service is based upon contract, agreement, signed application, oral application, telephone conversation, or otherwise. OPS' obligation to provide electric service shall be subject to all limitations contained in the contracts under which OPS buys electric power

from the state municipal electric authority or otherwise provided by applicable laws, rules, or regulations.

Sec. 28-431. - Revisions.

These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present rules and regulations.

Sec. 28-432. - Conflict.

In case of conflict between any provisions of any rate schedule and the rules and regulations, the rate schedule shall apply.

Sec. 28-433. - Shortage of electricity.

In the event of an emergency or other condition causing a shortage in the amount of electricity for OPS to meet the demand on its system, OPS may, by an allocation method deemed equitable by OPS or pursuant to any emergency load curtailment plan in effect between OPS and its sources of supply for electric power, fix the amount of electricity to be made available for use by customer and/or may otherwise restrict the time during which customer may make use of electricity and the uses which customer may make of electricity. If such options become necessary. Customer may request a variance because of unusual circumstances, including matters adversely affecting the public health, safety and welfare. If customer fails to comply with such allocation or restriction, OPS may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the section entitled "irregular service" of these rules and regulations are applicable to any such allocation or restriction.

Sec. 28-434. - Information to customers.

OPS will make information about rates and service practice policies available upon application for service and at any other time upon written or telephoned request. OPS, on written request from a customer, will provide a statement of monthly consumption of that customer for the prior twelve (12) months, if the information is reasonably ascertainable. OPS may establish a reasonable charge for this statement. OPS may utilize news media or other appropriate techniques to inform customers about rates and service policies.

Sec. 28-435. - Bill proration.

Bills rendered for other than the regular billing period will be prorated based upon OPS' standard bill proration policy then in effect.

Sec. 28-436. - Customer and smart grid data.

Upon request, using procedures established by OPS, OPS will make available to customers their available energy consumption data. OPS will not provide to other parties any customer's individually identifiable energy consumption data or other individually identifiable customer data collected by OPS without the customer's authorization, using authorization procedures

established by OPS. Smart grid data will be utilized only by OPS and parties authorized by OPS in order to enhance system security, reliability, and improve system efficiency and will not be provided to any other parties except with OPS' approval and per the smart grid bill of rights as approved by the city council. Nothing in this paragraph limits the state municipal electric authority's rights as provided under the wholesale power contract.

Secs. 28-437-28-450. - Reserved.

Section 2. **Repealer Clause.** That the following sections of the *Code of Ordinances* of the City of Opelika, Alabama are hereby repealed: Section 28-17, Section 28-18, Section 28-19, Section 28-20, Section 28-21, Section 28-23, Section 28-24, Section 28-41, Section 28-42, Section 28-44 and Section 28-45. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the article hereby adopted are repealed.

Section 3. **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 4. **Construction.** If any section, paragraph, sentence or word of this Ordinance or the article 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 article hereby adopted independent of such portion that may be declared invalid.

Section 5. **Effective Date.** This Ordinance and the article hereby adopted shall take effect and be enforced immediately upon its adoption and publication as required by law.

Section 6. **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

ORDINANCE NO. (ID # 1488)

Issue of GO Warrants, Series 2015 - First Reading.

EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

The City Council of the City of Opelika met in regular public session at the Council Chambers at City Hall in the City of Opelika at 7:00 o'clock p.m. on December 15, 2015. The meeting was called to order by the Council President and the roll was called with the following results:

Present:	Charles E. Smith, President Patricia A. Jones, President Pro Tem Larry D. Gray Dozier Smith T David Canon
Absent:	None

* * *

Gary Fuller, Mayor, Robert G. Shuman, City Clerk/Treasurer, Joey D. Motley, City Administrator, and Guy Gunter, City Attorney, were also present. The President of the Council stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following ordinance was introduced in writing by Councilmember _____ and considered by the City Council:

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

ORDINANCE NO. _____

CITY OF OPELIKA, ALABAMA

for

$9,285,000
GENERAL OBLIGATION WARRANTS
SERIES 2015
DATED: DECEMBER 22, 2015

Adopted:

December 15, 2015

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OPELIKA as follows:

ARTICLE 1

Definitions; Provisions of General Application; and Representations and Warranties of Issuer

Section 1.01 Definitions

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(b) All references in this Ordinance to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections and subdivisions of this Ordinance as originally adopted.

(c) The terms "herein," "hereof," and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

(d) The term "person" shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Authorized Denominations means with respect to all Warrants the amount of $5,000 and any integral multiple thereof for each maturity.

Board means The Public Park and Recreation Board of the City of Opelika.

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day shall mean a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the designated corporate trust office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

Code means the Internal Revenue Code of 1986, as amended, and all references to specific sections of the Code shall be deemed to include any and all respective successor provisions to such sections.

Direct Participant or Direct Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Eligible Certificates means interest bearing certificates of deposit issued by the Paying Agent or any bank organized under the laws of the United States of America or any state thereof having a combined capital, surplus and undivided profits of not less than $50,000,000, provided in each case such deposit is insured by the Federal Deposit Insurance Corporation or such deposit is collaterally secured by the issuing bank by depositing and pledging with a Federal Reserve Bank, Government Obligations having a market value (exclusive of accrued interest) not less than the face amount of such certificates less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Enabling Law shall mean Section 11-47-2 of the Code of Alabama 1975, as amended.

Fiscal Year shall mean the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other fiscal year as may hereafter be adopted by the Issuer.

Government Obligations means direct general obligations of the United States of America or any securities on which the payment of the principal of and interest on which are unconditionally guaranteed by the United States of America.

Holder when used with respect to any Warrant shall mean the person in whose name such Warrant is registered in the Warrant Register.

Indenture means the Trust Indenture as of November 1, 2007 by and between the Board and The Bank of New York Trust Company, N.A.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Issuer shall mean the City of Opelika, Alabama and its successors and assigns.

Letter of Representation means and includes (i) the Letter of Representation with respect to the Warrants from the Issuer to the Securities Depository and (ii) any other or subsequent agreement by whatsoever name or identification with respect to the Warrants between said parties from time to time in effect.

Ordinance or Authoring Ordinance shall mean this Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended.

Outstanding when used with respect to Warrants shall mean, as of the date of determination, all Warrants theretofore authenticated and delivered under this Ordinance, except: (1) Warrants theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for whose payment or redemption money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Ordinance or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in accordance with Article 9; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Ordinance.

Paying Agent means (i) The Bank of New York Mellon Trust Company, N.A., Birmingham, Alabama, the bank designated as the registrar, authenticating agent and paying agent for the Warrants and as the depository for the Warrant Fund and (ii) any successor bank designated by the Issuer pursuant to the provisions of Section 7.03 hereof.

Qualified Investments shall mean:

(1) Government Obligations; or

(2) Eligible Certificates; or

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

(3) Money market funds customarily utilized by the Paying Agent for the investment of public funds and invested solely in Government Obligations.

Record Date means, with respect to the Warrants, that date which is 15 calendar days before any date on which interest is due and payable on the Warrants.

Refunded Series 2007 Bonds means the Board's $9,270,000 principal portion of the Series 2007 Bonds to be refunded, as described on Exhibit A and incorporated herein by reference.

Refunding Trust Agreement means the Refunding Trust Agreement dated as of December 1, 2015 by and between the Board and the Paying Agent.

Remaining Series 2007 Bonds means the Board's $6,710,000 principal portion of the Series 2007 Bonds to remain outstanding, as described on Exhibit A and incorporated herein by reference.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2007 Bonds means the Board's outstanding Revenue Bonds, Series 2007, dated December 1, 2007 presently outstanding in the principal amount of $15,980,000.

Warrant means any Warrant authenticated and delivered pursuant to this Ordinance.

Warrant Fund means the Series 2015 General Obligation Warrants Fund established pursuant to Section 5.01.

Warrant Register means the register or registers for the registration and transfer of Warrants maintained by the Issuer pursuant to Section 3.05.

Warrant Registrar means the agent of the Issuer appointed as such pursuant to Section 3.05 for the purpose of registering Warrants and transfers of Warrants.

Warrants means the $9,285,000 original principal amount General Obligation Warrants, Series 2015, dated the date of issuance.

The definitions set forth in this section shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Section 1.02 Effect of Headings and Table of Contents

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Section 1.03 Binding Effect Upon Successors and Assigns

All the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the Issuer shall inure to the benefit of and bind its successors and assigns.

Section 1.04 Governing Law

This Ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 1.05 Enforceability

The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrants, and this Ordinance and the Warrants shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 1.06 Repeal of Conflicting Provisions

All ordinances, resolutions and orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 1.07 Provisions of Ordinance a Contract

The terms, provisions and conditions set forth in this Ordinance constitute a contract between the Issuer and the Holders from time to time of the Warrants and shall remain in full force and effect until the principal of, premium (if any) and interest on the Warrants shall have been paid in full.

Section 1.08 Representation and Warranties of the Issuer

The Issuer hereby represents and warrants as follows:

(a) It is necessary and desirable and in the public interest for the Issuer to issue the Warrants to provide funds to (1) advance refund and redeem the Refunded Series 2007 Bonds on July 1, 2017 and (2) pay issuance expenses.

(b) The Remaining Series 2007 Bonds will not be advance refunded and redeemed with a portion of the proceeds of the Warrants and will remain payable in accordance with the terms of the Indenture which authorized the original issuance of the Series 2007 Bonds.

(c) The Series 2007 Bonds were originally issued for the purposes of (1) acquiring and constructing a sportsplex and aquatic center and related sports and recreational facilities, and (2) paying issuance expenses.

(d) The net assessed valuation of the taxable property in the corporate limits of the Issuer for the fiscal year ending September 30, 2015 (including motor vehicles) is not less than $325,386,380 and the total indebtedness of the Issuer following the issuance of the Warrants chargeable against the debt limitation for the Issuer prescribed by the Constitution of Alabama of 1901, as amended, will not be more than twenty percent of said assessed valuation.

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ARTICLE 2

Source of Payment; Security

Section 2.01 Source of Payment of Warrants

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the Issuer for the punctual payment of the principal of, premium, if any, and interest on which the full faith, credit and taxing power of the Issuer are hereby sacredly and irrevocably pledged. The Issuer represents that ad valorem taxes have been levied and hereby covenants and agrees that such taxes will be levied and collected, insofar as such taxes may be permitted by the present or any future provisions of the Constitution of Alabama of 1901, as amended, on all taxable property in the Issuer, and applied to the maximum extent permitted by law to the payment of the principal of and interest on the Warrants as such principal matures and such interest comes due, in amounts sufficient for such purposes.

Section 2.02 Officers and Members of the Governing Body of the Issuer Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Ordinance or of any Warrant, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the Issuer, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the Issuer as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrants.

Section 2.03 Expenses of Collection; Interest After Maturity

The Issuer covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorneys' fee. To the extent permitted by applicable law, the Warrants shall bear interest at the rate of 2% per annum or the maximum rate of interest allowed by law, whichever is less, from and after the respective maturity or due dates thereof, if not then paid.

ARTICLE 3

The Warrants

Section 3.01 Authorization and Description of Warrants; Book-Entry System.

(a) Pursuant to the applicable provisions of the laws of the State of Alabama, including particularly Sections 11-47-2 of the CODE OF ALABAMA 1975, as amended, there is hereby authorized to be issued a series of warrants designated General Obligation Warrants, Series 2015 (the "Warrants") in the aggregate principal amount of $9,285,000. The Warrants shall be dated the date of issuance, shall be in registered form, without coupons, shall be in the denomination of $5,000 or any integral multiple thereof, and shall be numbered in such manner as the Paying Agent shall determine will be most useful for the identification thereof. The Warrants shall initially be issued pursuant to a Book-Entry System as hereinafter

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described. The Warrants shall mature on January 1 in years and principal amounts as follows and shall bear interest (computed on the basis of the actual number of days elapsed over a 360-day year of 12 consecutive 30-day months) at the per annum rates set forth below:

Year of Maturity	Principal Amount Maturing	Applicable Interest Rate	Year of Maturity	Principal Amount Maturing	Applicable Interest Rate
2020	$165,000	1.300%	2028	$1,015,000	4.000%
2025	225,000	2.000	2029	1,060,000	4.000
2026	305,000	4.000	2034	1,510,000	4.000
2027	980,000	4.000	2036	940,000	4.000
			2038	3,085,000	3.375

(b) The principal of the Warrants shall be payable only upon presentation and surrender of the Warrants at the designated office of the Paying Agent. Interest on the Warrants shall be remitted as provided under the Book-Entry System or if such system is not in effect, by the Paying Agent to the respective registered owners of the Warrants at the addresses thereof shown on the registration books of the Paying Agent pertaining to the Warrants. Interest shall be payable on January 1 and July 1 in each year, first interest payable on July 1, 2016. The principal of and interest on the Warrants shall be payable in lawful money of the United States at par and without discount, exchange, deduction or charge therefor.

(c) Book-Entry System

(i) The Warrants shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Warrant to any person. One Warrant for each maturity of such series will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Warrants are referred to as the "Beneficial Owners." The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Warrants, the Issuer and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Warrants for all purposes under this Ordinance, including, without limitation, receipt of all principal of, premium (if any) and interest on the Warrants, receipt of notices, voting, and requesting or directing the Paying Agent or Issuer to take or not to take, or consenting to, certain actions under this Ordinance. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under the Ordinance to any Direct Participant or Indirect Participant, the Issuer and the Paying Agent shall treat such assignee or assignees as the only registered owner or owners of the Warrants of such series for the purpose of exercising such rights so assigned.

(ii) During a period in which the Book-Entry System is in effect for the Warrants, payments of principal and interest, with respect to such Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representations; provided, that payment of the principal of such Warrants due at final maturity of such Warrants shall be made only upon surrender thereof at the designated office of the Paying Agent. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee,

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as Holder, of principal of, and interest on such Warrants on behalf of the Issuer or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid, and the Issuer and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

(iii) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(iv) Redemption notices respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent.

(v) In the event that the Securities Depository ceases to act as the securities depository for the Warrants, the Issuer shall discontinue the Book-Entry System for such Warrants. If the Issuer fails to appoint another qualified securities depository to replace the then acting Securities Depository, the Issuer will cause the Paying Agent to authenticate and deliver fully registered certificated Warrants to each Beneficial Owner in evidence of the ownership interests thereof. The Securities Depository shall provide a list of Warrantholders with addresses to the Paying Agent. If the Book-Entry System is discontinued for the Warrants, payments to, and transfers of such Warrants by the Beneficial Owners shall be governed by the provisions set forth in this Ordinance with respect thereto.

(vi) The Issuer may enter into a custody agreement with any bank or trust company serving as Paying Agent (which may be the Paying Agent serving in the capacity of Paying Agent) to provide for a Book-Entry System or similar method for the registration and transfer of the Warrants.

(vii) During a period in which the Book-Entry System is in effect for the Warrants in accordance herewith, the provisions of this Ordinance and such Warrants shall be construed in accordance with the Letter of Representations and to give full effect to such Book-Entry System.

(viii) The Beneficial Owners of the Warrants, by their acquisition of any beneficial interest in a Warrant or Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the Issuer and the Paying Agent shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium (if any) and interest on the Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of the Ordinance to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

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(d) Discontinuation of Book-Entry System; Registration; Transfer and Exchange of Warrants; Replacement of Lost, Destroyed or Stolen Warrants.

(i) The Warrants may be issued in certificated form, and not pursuant to a Book Entry System, in accordance with the provisions hereof.

(ii) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the Issuer and the Paying Agent and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for such Warrants will be discontinued unless a successor securities depository is appointed by the Issuer.

(iii) In the event the Warrants are issued in certificated form and not pursuant to a Book-Entry System or the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, and the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this ordinance and the following provisions with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply:

(1) Each of the Warrants may be transferred by the Holder thereof or his duly authorized attorney, only on the Warrant Register upon surrender of such Warrant to the Warrant Registrar for cancellation. Upon surrender for transfer of any Warrant, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, in the name of the designated transferee or transferees, one or more new Warrants of any Authorized Denominations and in a principal amount equal to the unpaid or unredeemed portion of the principal of the Warrant so presented.

(2) At the option of the Holder, Warrants may be exchanged for other Warrants of the same series, of any Authorized Denomination and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at a designated corporate office of the Warrant Registrar. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(3) All Warrants surrendered upon any exchange or transfer provided for in this Ordinance shall be canceled.

(4) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the Issuer and be entitled to the same security and benefits under this Ordinance as the Warrants surrendered upon such transfer or exchange.

(5) Every Warrant presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(6) The Warrant Registrar shall not be required to transfer or exchange any Warrant during the period between the Record Date and the then next succeeding interest payment date; and, in the event that any Warrant (or any part thereof) is duly called for redemption, the Warrant Registrar shall not be required to transfer or exchange any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

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(7) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (ii) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the Issuer shall execute and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(8) Upon the transfer or exchange of any Warrant or the issuance of any new Warrant under this Section, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith; provided no charge shall be made to the Holder for any transfer or exchange of Warrants.

(9) Every new Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by any person.

(10) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

Section 3.02 Redemption of Warrants.

(a) Optional Redemption

The Warrants with stated maturities on January 1, 2026 and thereafter shall be subject to redemption, in whole or in $5,000 multiples, prior to their stated maturities at the option of the Issuer on any date on or after July 1, 2025 at a price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) Mandatory Redemption

(1) The Warrants with a stated maturity on January 1, 2020 (the "2020 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

Year	Principal Amount to be Mandatorily Redeemed
2017	$40,000
2018	40,000
2019	40,000

The remainder of the 2020 Term Warrants in the principal amount of $45,000 will mature on January 1, 2020.

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(2) The Warrants with a stated maturity on January 1, 2025 (the "2025 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

Year	Principal Amount to be Mandatorily Redeemed
2021	$45,000
2022	45,000
2023	45,000
2024	45,000

The remainder of the 2025 Term Warrants in the principal amount of $45,000 will mature on January 1, 2025.

(3) The Warrants with a stated maturity on January 1, 2034 (the "2034 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

Year	Principal Amount to be Mandatorily Redeemed
2030	$40,000
2031	40,000
2032	45,000
2033	45,000

The remainder of the 2034 Term Warrants in the principal amount of $1,340,000 will mature on January 1, 2034.

(4) The Warrants with a stated maturity on January 1, 2036 (the "2036 Term Warrants") are required to be redeemed on January 1, 2035 in the principal amount of $40,000 (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty. The remainder of the 2036 Term Warrants in the principal amount of $900,000 will mature on January 1, 2036.

(5) The Warrants with a stated maturity on January 1, 2038 (the "2038 Term Warrant s") are required to be redeemed on January 1, 2037 in the principal amount of $1,515,000 (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty. The remainder of the 2038 Term Warrants in the principal amount of $1,570,000 will mature on January 1, 2038.

(c) Notice, Selection

If the Book-Entry System is in effect, then redemption shall be made as herein described under the Book-Entry System and in accordance with the provisions of the Letter of Representation. If less than all of the Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be

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redeemed not less than 45 nor more than 60 days prior to the redemption date and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those of such Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate.

If less than all of the Warrants at the time outstanding are redeemed at the time the Book-Entry System is not in effect, then any redemption shall be in such amount and order of maturities as the Issuer shall determine in its sole discretion. In the event that less than all of the principal of the Warrants of a maturity is to be redeemed, the Paying Agent shall assign a number to each $5,000 principal portion of all of the Warrants of such maturity and shall, by process of random selection based upon such numbers, select the principal portion of Warrants of such maturity to be redeemed. Notice of any intended redemption shall be given by United States registered or certified mail not less than 30 days prior to the proposed redemption date to the registered owner of each Warrant, all or a portion of the principal of which is to be redeemed, at the address thereof as it last appears on the registration books of the Paying Agent pertaining to the Warrants. Notice having been so given and payment of the redemption price duly made or provided, Warrants (or portions thereof) so called for redemption shall cease to bear interest from and after the redemption date unless default is made in the payment of the redemption price.

Section 3.03 Form of Warrants

The form of the Warrants and the requisite certificates thereof shall be substantially as follows, with appropriate changes, variations and insertions as provided herein:

UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF OPELIKA
GENERAL OBLIGATION WARRANT
SERIES 2015

No. R_____ $_____

MATURITY DATE: INTEREST RATE: CUSIP:

April 1, _____

The CITY OF OPELIKA, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Issuer"), for value received, hereby acknowledges itself indebted to CEDE & CO., or registered assigns in the principal amount of _____DOLLARS ($_____) and hereby orders and directs the City Clerk/Treasurer of the Issuer to pay to said payee or registered assigns solely from the Warrant Fund hereinafter designated said principal amount on the Maturity Date specified above, and to pay to said payee from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, first payable on July 1, 2016 and on each January 1 and July 1 in each year thereafter.

This warrant is one of a duly authorized issue of $9,285,000 General Obligation Warrants, Series 2015, dated the date of issuance (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the State of Alabama and an ordinance and proceedings of the Issuer duly held, passed and conducted (the "Authorizing Ordinance"). Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Authorizing Ordinance.

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The indebtedness evidenced by the Warrants is a general obligation of the Issuer and the full faith and credit of the Issuer are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon.

The Issuer has established in the Authorizing Ordinance a special fund designated "Series 2015 General Obligation Warrants Fund" (the "Warrant Fund") for the payment of the principal of, premium, if any, and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the funds of the Issuer, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same mature and come due.

Reference is hereby made to the Authorizing Ordinance, copies of which are on file at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., Birmingham, Alabama (the "Paying Agent"), for a description of the nature and extent of the security afforded by the Authorizing Ordinance, the rights and duties of the Issuer and the Paying Agent with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of the Warrants are to be made, to and by all of which terms, conditions and provisions of the Authorizing Ordinance the owner of this warrant, by the acquisition hereof, hereby assents and agrees to be bound.

The Warrants with stated maturities on January 1, 2026 and thereafter shall be subject to redemption, in whole or in $5,000 multiples, prior to their stated maturities at the option of the Issuer on any date on or after July 1, 2025 at a price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

The Warrants with a stated maturity on January 1, 2020 (the "2020 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

Year	Principal Amount to be Mandatorily Redeemed
2017	$40,000
2018	40,000
2019	40,000

The remainder of the 2020 Term Warrants in the principal amount of $45,000 will mature on January 1, 2020.

The Warrants with a stated maturity on January 1, 2025 (the "2025 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

Year	Principal Amount to be Mandatorily Redeemed
2021	$45,000
2022	45,000
2023	45,000

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2024	45,000

The remainder of the 2025 Term Warrants in the principal amount of $45,000 will mature on January 1, 2025.

The Warrants with a stated maturity on January 1, 2034 (the "2034 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

Year	Principal Amount to be Mandatorily Redeemed
2030	$40,000
2031	40,000
2032	45,000
2033	45,000

The remainder of the 2034 Term Warrants in the principal amount of $1,340,000 will mature on January 1, 2034.

The Warrants with a stated maturity on January 1, 2036 (the "2036 Term Warrants") are required to be redeemed on January 1, 2035 in the principal amount of $40,000 (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty. The remainder of the 2036 Term Warrants in the principal amount of $900,000 will mature on January 1, 2036.

The Warrants with a stated maturity on January 1, 2038 (the "2038 Term Warrant s") are required to be redeemed on January 1, 2037 in the principal amount of $1,515,000 (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty. The remainder of the 2038 Term Warrants in the principal amount of $1,570,000 will mature on January 1, 2038.

If the Book-Entry System is in effect, then redemption shall be made in accordance with the provisions of the Letter of Representation. If less than all of the Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those of such Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate. If less than all of the Warrants at the time outstanding are redeemed at the time the Book-Entry System is not in effect, then any redemption shall be in such amount and order of maturities as the Issuer shall determine in its sole discretion. In the event that less than all of the principal of the Warrants of a maturity is to be redeemed, the Paying Agent shall assign a number to each $5,000 principal portion of all of the Warrants of such maturity and shall, by process of random selection based upon such numbers, select the principal portion of Warrants of such maturity to be redeemed. Notice of any intended redemption shall be given by United States registered or certified mail not less than 30 days prior to the proposed redemption date to the registered owner of each Warrant, all or a portion of the principal of which is to be redeemed, at the address thereof as it last appears on the registration books of the Paying Agent pertaining to the Warrants. Notice having been so given and payment of the redemption price duly made or

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provided, Warrants (or portions thereof) so called for redemption shall cease to bear interest from and after the redemption date unless default is made in the payment of the redemption price.

The Warrants are initially issued in Authorized Denominations pursuant to a Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee, all as more particularly provided in the Authorizing Ordinance. Reference is hereby made to the Authorizing Ordinance for the terms and conditions upon which the purchase, transfer and exchange of beneficial ownership interest in the Warrants are to be made by means of the Book-Entry System administered by the Securities Depository, to and by all of which terms, conditions and provisions of the Authorizing Ordinance the owner of any beneficial interest in the Warrant, by the acquisition hereof, hereby assents and agrees to be bound. In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof, the hereinafter described Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, the Paying Agent shall make payments of principal of and interest on the Warrants to the registered owners thereof as provided in the Warrants and the Authorizing Ordinance, and the provisions of this warrant and of the Authorizing Ordinance with respect to registration, transfer and exchange of warrants by the registered owners thereof shall apply.

The Issuer, the Paying Agent, and any Warrant Registrar may deem and treat the person in whose name this warrant is registered as the absolute owner hereof for all purposes and neither the Issuer, any Paying Agent, nor any Warrant Registrar shall be affected by any notice to the contrary. All payments made to the registered owner hereof shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for money payable on this warrant.

This warrant shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration inscribed hereon shall have been executed by the Paying Agent by the manual signature of one of its authorized officers.

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

IN WITNESS WHEREOF, the Issuer, acting by and through the City Council of the Issuer as the governing body thereof, has caused this warrant to be manually executed in its name and on its behalf by the Mayor of the Issuer, has caused its corporate seal to be manually affixed hereto by imprinting said seal hereon and the same manually attested by the City Clerk/Treasurer of the Issuer, and has caused this warrant to be dated December 22, 2015.

CITY OF OPELIKA, ALABAMA

By _____
Mayor

CITY SEAL

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Attest:

_____
City Clerk/Treasurer

AUTHENTICATION AND REGISTRATION DATE: _____

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This warrant is hereby authenticated and has been registered by the City of Opelika, Alabama on the registration books maintained with the Paying Agent in the name of the above registered owner on the Authentication and Registration Date noted above.

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.

By _____
Its Authorized Officer

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a claim against the City of Opelika, in the State of Alabama, and the Warrant Fund referred to herein.

_____
City Clerk/Treasurer

ASSIGNMENT

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

Dated this ____ day of _____, ____.

_____
NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:*

_____
(Bank, Trust Company or Firm)

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

By _____
(Authorized Officer)

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 3.04 Execution, Authentication, and Delivery of Warrants

(a) The Warrants shall be executed for and on behalf of the Issuer by the manual signature of the Mayor of the Issuer and attested by the manual signature of the City Clerk/Treasurer, and the corporate seal of the Issuer shall be manually affixed to each Warrant. The Warrants shall be manually registered by the City Clerk/Treasurer of the Issuer as a claim against the Issuer and the Warrant Fund, which registrations shall be made simultaneously as to all the Warrants. The Registration Certificate shall be executed by the manual signature of the City Clerk/Treasurer of the Issuer. The Mayor of the Issuer and the City Clerk /Treasurer are hereby authorized and directed to so manually execute and register the Warrants as provided above. In the event that any officer whose signature appears on any of the Warrants or who shall have sealed any of the Warrants shall cease to be such officer before the authentication, registration, and delivery of such Warrants, or in the event that the seal imprinted on the Warrants shall cease to be an accurate representation of the seal of the Issuer, such Warrants may, upon the request of the Issuer, be authenticated, registered, and delivered, as herein provided, as though the person who signed such Warrants had not ceased to be such officer of the Issuer or as though the Issuer had not altered its corporate seal prior to the delivery of such Warrants.

(b) At any time and from time to time after the execution and delivery of this Ordinance the Issuer may deliver Warrants executed by the Issuer to the Paying Agent for authentication and the Paying Agent shall authenticate and deliver such Warrants as in this Ordinance provided and not otherwise.

(c) No Warrant shall be valid or obligatory for any purpose unless there appears on such Warrant a certificate of authentication and registration substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated, registered, and delivered hereunder.

Section 3.05 Registration of Warrants

The Issuer shall cause to be kept at the designated corporate office of the Paying Agent a register (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed "Warrant Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

Section 3.06 Payment of Warrants; Payment Dates; Persons Deemed Owners

(a) The principal of, premium (if any) and interest on the Warrants shall be payable at the designated corporate trust office of the Paying Agent and as provided in this Ordinance and in the Warrants; provided, the final principal payment on such Warrants shall be payable only upon presentation thereof at the designated corporate trust office of the Paying Agent.

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

(b) If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

(c) The Issuer, the Paying Agent and any agent of the Issuer or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of, premium (if any) and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the Issuer, the Paying Agent nor any such agent shall be affected by notice to the contrary.

Section 3.07 Cancellation of Surrendered Warrants

All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly canceled by the Paying Agent. No Warrant shall be authenticated in lieu of or in exchange for any Warrant canceled as provided in this Section, except as expressly provided by this Ordinance. All canceled Warrants held by the Paying Agent shall be destroyed and certificates thereof furnished to the Issuer.

Section 3.08 Application of Proceeds of Warrants

The proceeds of the Warrants shall be applied as follows:

(a) $9,786,469.98 shall deposited in the Escrow Fund created pursuant to the Refunding Trust Agreement, along with the sum of $212,171.88 transferred thereto from the Board's Series 2007 Bond Fund, and applied in the combined amount of $9,998,641.86 to the advance refunding and redemption of the Refunded Series 2007 Bonds on July 1, 2017 by purchasing $9,786,469.00 of State and Local Government Series (SLGS) Securities and retaining $212,172.86 as an initial cash deposit.

(b) $92,336.57 shall be deposited in the Warrant Fund and applied to the payment of the approved issuance expenses set forth on Exhibit B attached hereto and incorporated herein by reference. Any principal proceeds remaining after the payment of all issuance expenses shall remain in the Warrant Fund and be applied to the first interest payment due July 1, 2016.

ARTICLE 4

Redemption of Warrants

Section 4.01 General Applicability of Article

If the Book-Entry System is in effect, the Warrants shall be redeemed as provided in this Ordinance under Section 3.01(c) and in accordance with the requirements of the Letter of Representation and the Book-Entry System. If the Book-Entry System is not in effect, then the following provisions of this Article shall apply.

Section 4.02 Election to Redeem; Notice to Paying Agent

The election of the Issuer to exercise any right of optional redemption shall be given by written notice to the Paying Agent by the Mayor and/or City Clerk/Treasurer not less than 45 days prior to the proposed redemption date. In case of any redemption at the option of the Issuer of less than all of the principal of the Outstanding Warrants, the Mayor and/or the City Clerk/Treasurer shall, at least 60 days prior to the date fixed

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by the Issuer for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent) notify the Paying Agent of such redemption date and of the principal amount of Warrants to be redeemed.

(a) The Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, the order and amount of Warrants to be redeemed within a maturity. The Issuer and the Paying Agent shall so select Warrants for redemption in such manner so as to assure that after such redemption no Holder shall retain Warrants in an aggregate amount less than an Authorized Denomination.

(b) For all purposes of this Ordinance, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Warrant which has been or is to be redeemed.

Section 4.03 Notice of Redemption

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and

(5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

Section 4.04 Payment of Redemption Price

Prior to any redemption date, the Issuer shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price.

Section 4.05 Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such

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date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest. Upon presentation of any such Warrant for redemption, such Warrant shall be paid by the Issuer at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Warrants according to the terms of such Warrants and the provisions of this Ordinance.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal of the Warrant to be so redeemed shall, until paid, continue to bear interest from the redemption date at the rate prescribed in such Warrant.

(c) Any Warrant which is to be redeemed only in part shall be surrendered at the designated corporate office of the Paying Agent (with, if the Issuer or the Paying Agent requires, due endorsement by, or a written instrument of assignment or transfer in form satisfactory to the Issuer and the Paying Agent duly executed by the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of any Authorized Denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

ARTICLE 5

The Warrant Fund

Section 5.01 The Warrant Fund

(a) There is hereby established a special fund which shall be designated the "Series 2015 General Obligation Warrants Fund" (the "Warrant Fund"). The Paying Agent shall be the depository, custodian and disbursing agent for the Warrant Fund. The money in the Warrant Fund shall be used only to pay principal of, premium (if any) and interest on the Warrants as the same shall become due and payable.

(b) There shall be deposited in the Warrant Fund the following amounts on the following dates:

(1) On or before June 25, 2016 and on or before the 25th day of each June and December thereafter, until and including December 25, 2037, the Issuer shall deposit into the Warrant Fund an amount equal to the interest coming due on the Warrants on the next ensuing interest payment date.

(2) On or before December 25, 2016 and on or before the 25th day of each December thereafter, to and including December 25, 2037, the Issuer shall deposit an amount equal to the principal on the Warrants maturing or subject to mandatory redemption on the next ensuing principal payment or mandatory redemption date.

(3) All other money required to be deposited in the Warrant Fund pursuant to this Ordinance.

(c) The Paying Agent will deposit in the Warrant Fund all money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Warrant Fund.

(d) The Issuer and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of, premium (if any) or interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received

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from investment of money in the Warrant Fund shall be applied to the payment of principal of, premium (if any) or interest on the Warrants within 12 months from the date of receipt of such income or profits.

(e) The Issuer acknowledges that deposits and transfers to the Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of, premium (if any) and interest on the Warrants as the same becomes due and payable. If on any principal or interest payment date the amount on deposit in the Warrant Fund is insufficient to pay the principal of, premium (if any) and interest on the Warrants due and payable on such date, the Issuer will forthwith pay any such deficiency into the Warrant Fund.

(f) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Warrant Fund to pay the principal of, premium (if any) and interest on the Warrants as the same become due and payable, whether at maturity, by call for redemption, prepayment, or otherwise.

(g) The Issuer shall collect the revenues, income, taxes, assets and resources of the Issuer, and the Issuer shall promptly deposit into the Warrant Fund from the aforesaid sources all amounts required to be deposited in the Warrant Fund at the times therefor.

Section 5.02 Investment of and Security for Warrant Fund

(a) Money in the Warrant Fund shall be invested by the Paying Agent at the written direction of the Issuer in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the Issuer and the Paying Agent anticipate that money from the fund invested will be required hereunder. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.

(b) All income derived from the investment of money on deposit in the Warrant Fund shall remain in the fund where earned and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Warrant Fund shall be charged to the fund where such loss occurred and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which said fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Warrant Fund continuously secured for the benefit of the Issuer and the registered owners of the Warrants, either (1) by holding on deposit as collateral security Government Obligations or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in (1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

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ARTICLE 6

Special Covenants of the Issuer

Section 6.01 Covenants With Respect to Tax Exemption for Interest; Designation of Warrants Pursuant to Section 265 of the Code

(a) The Issuer agrees that the Warrants are being sold on the basis that the interest payable on the Warrants is excludable from gross income of the registered owners thereof for federal income taxation under Section 103 of the Code.

(b) The terms used in this Section in quotation marks shall have the definitions and meanings provided by the Code.

(c) The Issuer hereby covenants and agrees with the registered owners from time to time of the Warrants that:

(1) the proceeds of the Warrants will be used solely for the governmental purposes for which the Warrants were issued;

(2) none of the proceeds of the Warrants will be applied for any "private business use" nor will any part of the proceeds of the Warrants be used (directly or indirectly) to make or finance loans to persons other than a governmental unit;

(3) the payment of the principal of or interest on the Warrants is not (under the terms of the Warrants or any underlying arrangements) directly or indirectly (i) secured in any way by any interest in property used or to be used for a "private business use" or by payment in respect of such property or (ii) to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a "private business use;"

(4) the proceeds of the Warrants shall not be used or applied by it, and funds shall not be accumulated in the Warrant Fund in such a manner, and no investment thereof shall be made, as to cause the Warrants to be or become "arbitrage bonds," as that term is defined in Section 148 of the Code;

(5) the Issuer will comply with the requirements of Section 148(f) of the Code with respect to any required rebate to the United States; and

(6) the Issuer will make no use of the proceeds of the Warrants that would cause the Warrants to be "federally guaranteed" under Section 149(b) of the Code and the payment of the principal of and interest on the Warrants shall not be (directly or indirectly) "federally guaranteed" (in whole or in part) as described in said Section, except as otherwise permitted in said Section.

(d) The Issuer hereby further covenants and agrees with the registered owners of the Warrants that, to the extent permitted by law, it will not take any action, or omit to take any action, with respect to the Warrants that would cause the interest on the Warrants not to be and remain excludable from gross income pursuant to the provisions of Section 103 of the Code.

(e) The Issuer has investigated and determined that the reasonably anticipated amount of tax-exempt obligations to be issued by it or its "subordinate entities" during the current calendar year will not equal

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or exceed $10,000,000. The Issuer hereby ratifies, adopts, confirms and incorporates herein by reference the Bank-Qualification Certificate signed by the Mayor, City Clerk/Treasurer and Controller.

(f) The Issuer does hereby designate the Warrants as "qualified tax-exempt obligations" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The Warrants are "bank-qualified."

Section 6.02 Continuing Disclosure Undertaking

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the Issuer hereby agrees to

(i) post its annual audited financial statement on the EMMA website by March 31 of each calendar year for the prior fiscal year ending September 30, provided, however, that if the audited financial statement is not yet available, the Issuer will post an unaudited draft financial statement on the EMMA website by said date, in such format similar to that contained in "HISTORICAL OPERATING RESULTS" in the Official Statement, and its audited financial statement within thirty business days of eventual receipt,

(ii) an annual update to the information contained in "SOURCES OF GENERAL FUND REVENUES" in the Official Statement,

(iii) within ten Business Days after the occurrence of a reportable event, notice of the occurrence of any of the following events with respect to the Warrants: (a) principal and interest payments delinquencies, (b) non-payment related defaults, if material, (c) unscheduled draws on debt service reserves reflecting financial difficulties, (d) unscheduled draws on credit enhancements reflecting financial difficulties, (e) substitution of credit or liquidity providers or their failure to perform, (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations affecting the tax-exempt status of the Warrants, (g) modifications to rights of holders of the Warrants, if material, (h) calls for redemption, if material, and tender offers, (i) defeasances, (j) release, substitution or sale of property securing repayment of the securities, if material, (k) ratings changes, (l) bankruptcy, insolvency, receivership or similar events, (m) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, and (n) appointment of a successor or additional paying agent or the change of name of a paying agent, if material, and

(iv) in a timely manner, notice of any failure by the Issuer to provide the required annual financial information on or before the date specified.

The Issuer reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that, the Issuer agrees that any such modification will be done in a manner consistent with the Rule. The Issuer reserves the right to terminate its obligation to provide the annual operating information and financial information and notices of material events, as set forth above, if and when the Issuer no longer remains an obligated person with respect to the Warrants within the meaning of the Rule. The Issuer acknowledges that its undertaking pursuant to the Rule described under this heading is intended to be for the benefit of the registered owners of the Warrants and shall be enforceable by the holders; provided that, the holders' rights to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the Issuer 's obligations hereunder and any failure by the Issuer to comply with the provisions of this undertaking shall not be an event of default with respect to the Warrants and shall not subject the Issuer

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to money damages in any amount, whether compensatory, penal or otherwise. The name, address and telephone number of the initial contact person at the Issuer are as follows:

Robert G. Shuman or successor as City Clerk/Treasurer
City of Opelika
City Hall
PO Box 390
Opelika, Alabama 36803
Phone: 334-705-5150
email: RShuman@opelika-al.gov

The Issuer has not always been in compliance with its continuing disclosure obligations, having failed to timely post certain of the Issuer's audited financial statements and other annual financial information, or notice of the failure thereof, on the EMMA website and failing to post rating change notices, though information about bond insurer rating changes was common industry knowledge.

The Issuer has self-reported certain outstanding warrant issues to the SEC pursuant to the Municipalities Continuing Disclosure Cooperation Initiative.

In its prior continuing disclosure undertakings, the Issuer covenanted to provide annual financial information, including its audit, in most cases within 180 days of the Issuer's fiscal year end, and in two instances by March 31 following the Issuer's fiscal year end (the Issuer's fiscal year ends September 30). The Issuer filed its 2009 audit on the EMMA website on April 14, 2010, its 2010 audit on June 6, 2011, its 2011 audit on May 1, 2012, its 2012 and 2013 audits on April 3, 2014 and its 2014 audit on March 19, 2015. The Issuer filed notice of its failure to timely file certain prior audits on the EMMA website on November 12, 2014.

The Issuer failed to file certain information for fiscal years 2012-2014 as required under the continuing disclosure undertaking relative to its Electric System Revenue Warrants, Series 2011, dated March 1, 2011. The Issuer filed this information on the EMMA website on December 3, 2015. The Issuer filed notice of its failure to timely file this information on the EMMA website on December 2, 2015.

The Issuer failed to file its fiscal year 2015 budget as required under the continuing disclosure undertaking relative to its General Obligation Warrants, Series 2014, dated December 18, 2014. The Issuer filed this information on the EMMA website on November 30, 2015. The Issuer filed notice of its failure to timely file this information on the EMMA website on December 2, 2015.

ARTICLE 7

The Paying Agent

Section 7.01 Designation of Paying Agent

The Issuer does hereby designate and appoint The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent") as the Paying Agent for the Warrant Fund and as Warrant Registrar and authenticating agent for and with respect to the Warrants.

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Section 7.02 Duties of Paying Agent; Payments at Par

(a) The Paying Agent, by acceptance of its duties hereunder, shall have undertaken to perform only such duties as are specifically set forth in this Ordinance and no implied covenants or obligations shall be read in this Ordinance against the Paying Agent. The Paying Agent is not required to risk or expend its own funds in the performance of its duties hereunder.

(b) The Paying Agent, by acceptance of its duties hereunder, shall be construed to have agreed thereby with the registered owners from time to time of the Warrants that it will make all remittances of principal of and interest on the Warrants from money supplied by the Issuer for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The Issuer hereby covenants and agrees with the registered owners of the Warrants and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

Section 7.03 Resignation and Removal; Appointment of Successor

(a) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the Issuer at lease thirty (30) days prior to the date when such resignation shall take effect.

(b) If at any time the Paying Agent shall resign or be or become incapable of acting or shall be adjudged bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer may remove the Paying Agent and the Issuer shall promptly appoint a successor Paying Agent.

Section 7.04 Qualification of and Acceptance of Appointment by Successor

(a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least $50,000,000.

(b) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 7.05 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Section 7.06 Compensation of Paying Agent

The Paying Agent shall be entitled to reasonable compensation for its services hereunder as mutually agreed with the Issuer and to the prompt reimbursement of its expenses reasonably and necessarily incurred in connection with its duties hereunder (including reasonable legal fees, costs and expenses). If the Paying Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond those which are set forth herein but related thereto (other than due to the Paying Agent's negligence or willful misconduct), the Paying Agent shall notify the Issuer of the same in writing and the Issuer shall promptly pay the Paying Agent for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith.

ARTICLE 8

Sale of Warrants; Official Statement

Section 8.01 Sale and Delivery of Warrants; Closing Papers

(a) The Warrants are hereby sold to Stifel Nicolaus & Company, Incorporated, as Underwriter, upon the payment to the Issuer of the purchase price of $9,878,806.55 (which price reflects the par amount of $9,285,000 less an underwriters' discount of $64,995 and plus a net original issue premium of $658,801.55). The City Council has determined that the sale of the Warrants as herein provided is most advantageous to the Issuer. The Warrants shall be delivered to the Underwriters through the Depository Trust Company, New York, New York, upon the payment to the Issuer of the aforesaid purchase price. The Mayor is hereby authorized and directed to execute the Warrant Purchase Agreement with the aforesaid Underwriter. Any prior execution is hereby ratified and approved. The issuance expenses described on Exhibit B and incorporated herein by reference are each hereby approved and the Paying Agent may make such payments of expenses on behalf of the Issuer.

(b) The Mayor, the City Clerk/Treasurer, or either of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers (including a Bank-Qualification Certificate, a Non-Arbitrage Certificate and an IRS Form 8038-G) containing such representations as are required to demonstrate: the legality and validity of the Warrants; the exclusion of the interest on Warrants from the gross income of the registered owners thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The Treasurer shall give a receipt to the purchasers for the purchase price paid, and such receipt shall be full acquittal to the purchasers and said purchasers shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Ordinance.

Section 8.02. Approval of Official Statement for the Warrants

(a) The Preliminary Official Statement and the final Official Statement dated December 9, 2015 (collectively the "Official Statements") with respect to the Warrants in substantially the form and of substantially the content as the Preliminary Official Statement and final Official Statement presented to and considered by the City Council, are hereby authorized, approved and adopted.

(b) The City Council does hereby find and determine that the Official Statements are true and correct and do not contain an untrue statement of a material fact or omit to state a material fact required to be

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Mayor of the Issuer is hereby authorized to execute and deliver the final Official Statement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the Issuer and the Warrants.

(d) The Mayor of the Issuer is authorized and directed to cause distribution of the final Official Statement to be made to prospective purchasers of the Warrants.

ARTICLE 9

Payment of Warrants

(a) Warrants for the payment or redemption of which moneys shall have been set aside and held by the Paying Agent on the maturity or redemption date thereof shall be deemed to have been paid and no longer Outstanding under this Ordinance.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding under this Ordinance if (1) in case any of said Warrants are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give and publish notice of redemption thereof on such date and (2) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of, premium (if any) and interest due and to become due on said Warrants on and prior to the redemption date or maturity date thereof, as the case may be.

(c) Neither Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Warrants; provided that any cash received from such principal or interest payments on such Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the Issuer, in Government Obligations maturing at times and in amounts sufficient to pay when due the principal, premium (if any) and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.

(d) Any amounts remaining in the Warrant Fund after payment in full of the Warrants (or provision made therefor in accordance with this Article 9), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the Issuer.

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

ARTICLE 10

Advance Refunding and Redemption of Board's Refunded Series 2007 Bonds

(a) The Refunded Series 2007 Bonds described on Exhibit A attached hereto and incorporated herein by reference shall be redeemed by the Board on July 1, 2017 (the "Redemption Date") at a redemption price (expressed as a percentage of principal amount) for each Refunded Series 2007 Bond to be redeemed equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) The Issuer hereby calls and further approves the Board's call (pursuant to a resolution of the Board of Directors thereof adopted on December 15, 2015) of the Refunded Series 2007 Bonds for redemption on the Redemption Date. Said Refunded Series 2007 Bonds will become due and payable on the Redemption Date at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon until the date fixed for redemption, without premium or penalty. All interest on the Refunded Series 2007 Bonds so called for redemption will cease to accrue on the Redemption Date.

(c) The Board has represented to the Issuer that the Board is not in default under the Indenture pursuant to which the Refunded Series 2007 Bonds were originally issued and no such default is imminent.

(d) The Issuer hereby agrees it will not alter, amend, repeal or revoke this Ordinance calling the Refunded Series 2007 Bonds for redemption as provided herein except for manifest error and this Ordinance shall constitute an irrevocable trust agreement with the Paying Agent for the retirement of the Refunded Series 2007 Bonds.

(e) The Paying Agent is hereby authorized and directed to give and publish notice to the holders of the Refunded Series 2007 Bonds that such bonds have been called for redemption on the Redemption Date. Such notice shall be given and published as provided in the Indenture and pursuant to the Book-Entry System and the Letter of Representation.

ARTICLE 11

Refunding Trust Agreement

The Issuer hereby authorizes, adopts and approves the Refunding Trust Agreement dated December 22, 2015 between the Board and the Paying Agent with respect to the Refunded Series 2007 Bonds that are being advance refunded and redeemed as more particularly described therein and herein. The Chairman and the Secretary/Treasurer of the Board are hereby authorized to execute, attest, seal and deliver the Refunding Trust Agreement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as the Chairman may deem necessary or desirable.

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

ADOPTED AND APPROVED this the 15th day of December, 2015.

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

ATTEST:

_____
CITY CLERK/TREASURER

TRANSMITTED TO MAYOR on this the 15th day of December, 2015.

_____
CITY CLERK

ACTION BY MAYOR

APPROVED this the 15th day of December, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK/TREASURER

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

It was moved by Councilmember _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance be given. The motion was seconded by Councilmember _____ and was unanimously carried, those voting aye being:

Ayes: Charles E. Smith, President
Patricia A. Jones, President Pro Tem
Larry D. Gray
Dozier Smith T
David Canon

Nays: None

The President of the Council declared the motion carried.

After said ordinance had been discussed and considered in full by the Council, it was moved by Councilmember _____ that said ordinance be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____. The question being put as to the adoption of said motion and the final passage and adoption of said ordinance, the roll was called with the following results:

Ayes: Charles E. Smith, President
Patricia A. Jones, President Pro Tem
Larry D. Gray
Dozier Smith T
David Canon

Nays: None

The President of the Council thereupon declared said motion carried and the ordinance passed and adopted as introduced and read.

* * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

CERTIFICATE OF CITY CLERK/TREASURER

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk/Treasurer of the City of Opelika, Alabama (the "Municipality"); (2) as City Clerk/Treasurer of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on the 15th day of December, 2015, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk/Treasurer of the Municipality and have affixed the official seal of the Municipality, this 15th day of December, 2015.

_____
City Clerk/Treasurer

CITY SEAL

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

EXHIBIT A

[Identification of Refunded and Remaining Series 2007 Bonds]

Jan. 1	Refunded Series 2007 Bonds		Remaining Series 2007 Bonds	
2016			625,000	
2017			650,000	
2018			680,000	
2019			715,000	[1]
2020			740,000	
2021				
2022				
2023				
2024				
2025				
2026	285,000	[1]		
2027	1,030,000	[1]		
2028	1,075,000	[1]		
2029	1,125,000	[1]		
2030			1,180,000	
2031				
2032				
2033				
2034	1,435,000	[1]		
2035			1,500,000	[1]
2036	950,000	[1]	620,000	[1]
2037	1,645,000	[1]		
2038	1,725,000			
Total	$9,270,000		$6,710,000	

[1] Subject to mandatory redemption

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

EXHIBIT B

The Paying Agent is authorized to begin paying the following approved expenses on the closing date, with any sums remaining after the payment of all issuance expenses to remain in the Warrant Fund to be applied to the first interest payment date July 1, 2016:

(1)	Financial Advisor Public Financial Management, Inc.	$20,000.00
(2)	Bond Counsel Jones Walker LLP	$30,000.00
(3)	Rating Agency Moody's Investor Services	$13,000.00
(4)	Rating Agency Standard & Poor's	$14,000.00
(5)	Paying Agent BNY Mellon Trust Company	$1,750.00
(6)	Verification Report The Arbitrage Group	$2,500.00
(7)	DTC, CUSIP	$3,000.00
(8)	Printing, mailing, travel	$3,250.00
(9)	Miscellaneous expenses of any of the above parties	$4,836.57
	TOTAL	$92,336.57

Attachment: CM 12-15-15, Ordinance-Minutes, GO Warrants Series 2015. (1488 : Issue of GO Warrants, Series 2015. - First Reading)

ORDINANCE NO. (ID # 1493)

Amend Personnel P&P Manual, Section 12.5, Educational Assistance Program - First Reading.

ORDINANCE NO._____

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO SECTION 12.5 OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL OF THE CITY OF OPELIKA, ALABAMA PERTAINING TO THE EDUCATIONAL ASSISTANCE PROGRAM

WHEREAS, the City of Opelika, Alabama, (the "City") has previously adopted general provisions pertaining to personnel rules and regulations, including, but not limited to, staffing, separations, disciplinary actions, grievance procedures, compensation and employee benefits, which are set forth in the "Policies and Procedures of the City of Opelika" (hereinafter referred to as the "Personnel Manual"); and

WHEREAS, Section 12.5 of the Personnel Manual provides for an Educational Assistance/Tuition Reimbursement Program for City employees; and

WHEREAS, City staff has recommended to the City Council that said Section 12.5 of the Personnel Manual be updated at the present time to provide for additional policies and procedures pertaining to the Educational Assistance Program; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and general welfare to amend the Personnel Manual at this time as recommended by City staff to update section 12.5 thereof.

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

Section 1. **Amendments.** That Section 12.5 of the Personnel Manual of the City of Opelika is amended to read as follows:

12.5 EDUCATIONAL ASSISTANCE PROGRAM

12.5.1. **Purpose.** It is the objective of the City of Opelika ("City") is to provide a Educational Assistance/Tuition Reimbursement Program ("Program") to assist employees in career development, to enhance the skills of the employee in his/her immediate position or to prepare the employee for another position in the City workforce.

12.5.2. Requirements for Participation in the Educational Assistance/Tuition Reimbursement Program.

(a) Only full-time classified employees are eligible.

(b) Employees must have worked in a full-time capacity for the City for the previous twelve (12) months.

(c) The employee must be in an active work status.

(d) The employee must not have any serious disciplinary actions within the previous eighteen (18) months. Serious disciplinary actions are written final warnings, demotions or suspensions. The employee must be working at a satisfactory or better level of performance as determined by his/her performance evaluation.

(e) Employees receiving financial assistance from other sources such as Veterans Administration, grants, scholarships, fellowships, etc., are not eligible for benefits under this Program.

(f) Employees must have their application for educational assistance/tuition reimbursement approved by their Department Head, Human Resources Director, and the Mayor prior to enrollment in a course of study.

(g) It is expected that educational activities will not interfere with the employee's work and unsatisfactory job performance during enrollment may result in forfeiture of all benefits under this Program. Efforts should be made to attend courses during non-scheduled work hours. If, however, this is not possible, courses may be attended during scheduled work hours subject to the approval of the employee's Department Head and the Mayor. In the event that approval is granted for class attendance during employee's scheduled work hours, the employee shall make up the missed time or use annual leave to cover time away from the work place.

12.5.3. Eligible Education and Tuition Expenses.

(a) Educational assistance will be provided for courses of study which are directly related to the employee's present job or which will enhance the employee's potential for enhancement to a position within the City which the individual has a reasonable expectation of achieving.

(b) Eligible courses shall only be available through an accredited college, university, community college, technical school or business school approved by the Mayor. The educational establishment must have a campus within a sixty-five (65) mile radius of the City.

(c) Reimbursable costs and expenses comprise registration fees, tuition, lab fees and shop fees. No other expenses shall be considered for reimbursement. Employees are prohibited from requesting tuition reimbursement for allowable costs for which they have received financial support from other sources, such as VA benefits, grants, scholarships, fellowships, etc.

(d) The maximum reimbursement the employee shall receive within one (1) calendar year is $10,000 and $4,000 for one (1) semester.

(e) Student activity fees, late fees, books, school supplies, parking fees, lodging, meals and transportation costs do not qualify for reimbursement.

(f) Successful completion of coursework is defined as:

- A grade of C (or 2.0) or better for an undergraduate course
- A passing grade or better for a graduate course
- A grade of "pass" for a pass/fail course

(g) Employees will be reimbursed using the following criteria:

Percent of Reimbursement	Grade Obtained
100%	A
85%	B
75%	C
100%	Pass (Pass/Fail courses)
0%	D, F or Fail (Pass/Fail courses)

12.5.4. <u>Application for Participation in Program.</u> Prior to commencing any course of study, an employee must complete application form and forward it to the Human Resources Department with his/her department head's recommendation. All requests for reimbursement must be approved by the Mayor. Employees will be notified

of approval or denial of their reimbursement application in writing by the Human Resources Department.

12.5.6 Approval. In determining whether to approve a request for tuition reimbursement, the following factors will be considered:

(a) The nature and purpose of the course of study.

(b) The benefits to be derived by the employee and the City.

(c) Employee's standing with the City (conduct and performance).

(d) The responsibility and length of service of the employee.

12.5.7. Availability of Funds. All reimbursement for tuition and education expenses is made to the extent to which budgeted funds are available. Due to budget considerations, the City may limit the number of employees annually who participate in this program. Requests for participation will be handled on a first come-first serve basis. No waiting list will be maintained. If an employee's request for participation is rejected due to unavailability of funds, the employee will be required to reapply when and if funds become available.

12.5.8 Tax Liability. All portions of tuition and education reimbursements may be a taxable event to the recipient depending upon the IRS regulations and guidelines that may be in effect at the time of the reimbursement. Employees are advised to contact their income tax preparer or consultant to determine how any educational reimbursement will be treated in regard to income liability.

12.5.9 Proof of Payment. After the employee has successfully completed a course, he/she must submit to the Human Resources Department an itemized statement of the total fees paid in connection with the course and also must submit a copy of the official transcript, grade notification or certificate of completion as evidence of meeting the tuition refund requirement. A reimbursement check will be issued in the pay period following completion of a thirty (30) day qualification period of continued active employment.

12.5.10 Continuation of Employment/Repayment of Reimbursed Tuition.

By implementing this program, the City, in good faith, is investing in its employees. There is an assumption that employees are participating in the program in good faith as well. If, within twenty-four (24) months of the date of successful completion of the course(s), the employee terminates his/her employment, retires or

resigns for any reason other than a reduction in force, is separated due to unsatisfactory service, or is dismissed from employment for cause, the employee shall be obligated to repay in full the last twenty-four (24) months of reimbursed fees. In other words, all tuition assistance received by the employee within the last twenty-four (24) months of employment, except as otherwise provided herein, shall be repaid to the City. If the employee retires due to disability or dies before the completion of the period of time specified above, he/she shall have no obligation to repay the City. Prior to the City's reimbursement to the employee, the employee shall execute a Tuition Reimbursement Agreement which stipulates the terms of repayment of the course for which the City has paid should the employee voluntarily terminate employment, be dismissed, or be terminated for unsatisfactory service. To the extent allowed by law, the City may deduct the amount of any tuition repayment obligation from any compensation due and owing to employee at the time of separation from employment. When the Tuition Reimbursement Agreement has been executed by the employee, the Human Resources Department shall request the reimbursement check.

12.5.11. Program Responsibility. The administration of the City's Educational Assistance/Tuition Reimbursement Program shall be the responsibility of the Human Resources Department. A copy of all education and training courses completed by employees requiring official City approval for the expenditure of City funds shall be placed in the employee's official personnel record.

12.5.12. **Short Courses, Seminars, Workshops-City Selected.** The City will pay the full cost of short courses, seminars, workshops, etc., when an employee is required to attend specific education and training for the benefit of the City. Allowable expenses include tuition, materials, transportation, lodging and meals if such training is approved in advance by the department head. These types of training expenses are normally paid from the respective department training budgets.

12.5.13. **Amendments.** The City reserves the right to amend or terminate this Program at any time. All affected employees will be notified of any changes made to the Program. Nothing in this Program is intended, nor should it be construed, as a guarantee or contract of employment.

Section 2. **Severability.** The provisions of this ordinance are severable. If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not affect the validity of the remaining portions of this ordinance.

Section 3. **Cumulative of All Other Ordinances.** The provisions of this ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the subject matter as covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Section 4. **Effective Date**. This ordinance shall become effective upon its passage, approval and publication as required by law.

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

ADOPTED AND APPROVED this the _____day of _____, 2015.

_____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

_____

CITY CLERK

TRANSMITTED TO MAYOR on this the _____day of _____, 2015.

_____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _____, 2015.

_____

MAYOR

ATTEST:

_____

CITY CLERK

12.5 EDUCATIONAL ASSISTANCE PROGRAM

12.5.1. **Policy.** Recognizing the importance of continued education, the City of Opelika (City) has established an Educational Assistance Program to encourage employees to pursue course(s), which will benefit them as well as the City. The City will refund a portion of the costs incurred by a classified employee who satisfactorily completes pre-approved courses, segments of course work and terms of study. The employee must sign an agreement promising to reimburse the City for all educational costs spent for training if the employee leaves employment within the period of time as specified on the repayment agreement. The maximum amount of time an employee is expected to agree to work after completion of courses is three (3) years. If the City has any trade out agreements with schools and/or colleges, the employee will be allowed to take courses at those locations exempt from the refund procedures. The employee will however be required to reimburse the City the amount of any classes taken whereby the employee does not make a "C" or higher.

12.5.2. **Short Courses, Seminars, Workshops – City Selected.** The City will pay the full costs of short courses, seminars, workshops, meetings, etc. when an employee is required to attend specific education and training for the benefit of the City. This includes tuition, materials, transportation, lodging, and meals if such training is approved in advance by the department head.

NOTE: Due to the cost of certain City Selected Workshops, employees may be required to sign a repayment agreement prior to being approved to attend.

12.5.3**. Eligibility**. All Classified Service Employees are eligible to participate.

12.5.4**. Approval of Course(s) Voluntarily Taken and Claims Procedure.** To be eligible for Educational Assistance, employees must gain course approval in advance from their department head(s), the Human Resources Director, and the Mayor. The application form is provided through the Human Resources Department. The application form must be completed and signed by the appropriate supervisors through the chain of command for the employee's department. The Human Resources Department will assist in the proper routing for those approving signatures. If the request is denied at any step in the process, the employee will receive a written reason for the denial by copy of the form. The Mayor, in coordination with the Human

Attachment: Policy (1493 : Educational Assistance / Amend PP&P Manual - Sec. 12.5)

Resources Director, shall have the discretion and authority to control and manage the operation and administration of the Educational Assistance Program, including the authority to make and enforce rules and regulations for the efficient administration of the Plan, to interpret the Plan, to approve or disapprove request for tuition refund, and to respond to all questions concerning the Plan. Advance approval is required whether the employee intends to take one course, approved segments of courses, or terms of study leading to a degree, or several courses at a time. This applies to extension courses, correspondence courses, and segments of courses leading to degrees at technical schools, colleges, universities or special trade schools. Segments of courses leading to degrees require approval before each term of study. The decision of the Mayor shall be final and binding. However, if approval is denied by the employee's Department Head, the employee has the right to seek review by the Mayor upon a written request filed within 15 days of the denial.

12.5.5. **Courses Generally Covered By The Program**. Only courses or course work which are mutually beneficial to the employee and the City are eligible for tuition refund. Courses or segments, which are part of a degree program at an accredited college or university, may also be approved when the segment satisfies the requirements of this Educational Assistance Program.

12.5.6. **Refund Procedures**. Upon satisfactorily completing an approved course(s) or approved segment, the following grade/percentage schedule will be followed: ("C" = 75%, "B" = 85%, "A" = 100%). Example: Cost of course = $100.00, grade received = "B", amount refunded = $85.00. The employee will be refunded amounts of tuition, registration, lab fees, shop fees, and student activity fees (where required), upon remaining employed as an active employee for a minimum of thirty calendar days after completion of the course or approved segment. These refunds will be made subject to the employee signing a repayment

12.5.7. **Proof For Payment**. After an employee has successfully completed a course(s) or approved segment, he/she must submit to the Human Resources Department an itemized statement of the total fees paid in conjunction with the course(s), segment of course work, or terms of study, and must also submit a copy of the official transcript, grade notification, or certificate of completion as evidence of meeting the tuition refund requirement. A refund check will be issued in

Attachment: Policy (1493 : Educational Assistance / Amend PP&P Manual - Sec. 12.5)

the pay period following completion of a thirty (30) day qualification period of continued active employment.

12.5.8. **Tax Liability.** Tax laws may delegate that some monies refunded to employees for educational expenses may be taxable. Generally excluded from taxation are refunds for refresher courses or courses dealing with current developments in the employee's field. Refunds of expenses for education resulting in a technical degree or four (4) year degree are almost always taxable to the employee. If monies are taxable, the taxable refund amount will be properly shown on the employee's annual W-2 form.

12.5.9. **Repayment.** If an employee is terminated or voluntarily leaves the City during the time period in which an agreement has been the employee will repay the City a pro-rated share of the amount refunded to him/her by withholding from his/her final pay check pursuant to the written repayment agreement signed by the employee as part of the application process. The employee will repay the City a pro-rated share of the amount refunded. The cost of transportation, meals, equipment, and/or lodging is not refundable. Employees must use outside benefits available to them, if any, prior to being repaid by the City, i.e. GI Bill.

12.5.10. **Funding**. There will be a special fund created for this purpose and amounts approved will be paid from this special fund each fiscal year. The City Council will establish an amount each year based upon available funds. When this amount is exhausted, on a first come first served basis, no further funds will be paid for this purpose during that fiscal year without approval of the City Council. If during the fiscal year funds are depleted and there are employees wishing to take advantage of the program, a waiting list will be established. When funds are made available, employees on the waiting list will be contacted to ascertain if they are still interested in educational assistance before new employees are allowed to apply for assistance. This program shall not be deemed to create or constitute a contract between the City of Opelika and any employee. The City Council of the City of Opelika may amend or terminate this program at any time by duly adopted ordinance.

Attachment: Policy (1493 : Educational Assistance / Amend PP&P Manual - Sec. 12.5)