



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
February 2, 2016
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
 1. The Reverend Henry Smith provided the invocation.
4. PLEDGE OF ALLEGIANCE
 1. Kalie Strickland and Caden Blair from Morris Avenue Intermediate School.
5. READING OF MINUTES
 1. Minutes from the 1-19-16 Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Recognize 20<40 class member - Merideth Davis.
 2. Council Smith T read a letter from a citizen thanking OFD & OPD personnel for saving her life.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request by Women's Hope 'Walk the Walk' on 4-30-16.
 2. Request for the Unity Stampede on 4-02-16.
 3. Circle K Stores Inc. Request Retail Beer & Wine Off Premise License.
12. AWARDING OF BIDS
13. RESOLUTIONS
 1. Expense Reports from Various Departments.
 2. Purchase Two (2) 2016 Ford F150 P/U Trucks 2WD - PW
 3. Roadway Lighting Agreement for I85 Interchanges
 4. Agreement for Professional Services by Forbes Tate, LLC
 5. Supplemental Agreement with Regions Bank.

6. Agreement with Trac-Works to Renovate the Railroad Track at Municipal Park - P/R.
14. ORDINANCES
 1. Amend, City Code, Chapter 2 Article IV, Add Sec 2-150 & 2-151, Competitive Bidding - 2Nd Reading
 2. Amend City Code, Section 9-31.1, International Fire Code - 2Nd Reading.
 3. Set Date for Election of Municipal Officials & Other Requirements - 1St Reading.
 4. Change SW Name to Opelika Enviromental Services.
15. APPOINTMENTS
16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1542)

Meeting: 02/02/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1542

Minutes from the 1-19-16 Council Meeting.



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 204 South 7th Street
January 19, 2016
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

Councilman Dozier Smith T gave the invocation.

4. Pledge of Allegiance
 1. Warner McDonald and Trindon Manior from Jeter Primary School.
Warner and Trindon were both present along with their parents and did a great job in leading the Pledge of Allegiance.
5. Reading of Minutes
 1. Minutes from the January 5, 2016 City Council Meeting.
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
6. Unfinished Business
7. Remarks By the Mayor
 1. Recognize 20<40 class member - Antonio Fanning.
Mr. Fanning was not present but, Mayor Fuller recognized his participation in the current class of Twenty Under Forty.
 2. Announce re-appointment to Planning Commission - Lucinda Cannon.
Mayor Fuller re-appointed Lucinda Cannon to another six year term on the Opelika Planning Commission.
 3. Recognize the Police Officer of the Quarter - Chad Leverette.
Mayor Fuller recognized Officer Leverette as the Police Officer of the quarter and presented him with a performance award and gift card.
8. Citizen Communications

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

9. Report of Disbursements
10. Committee Reports
11. General Business
 1. Annual Request for March for Babies on Sat. April 16, 2016.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 2. Annual Request , Run to Read on 10-15-16.

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

3. Request by Cock of the Walk, Restaurant Retail Liquor & Retail Beer on Premise License.

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

4. Public Hearing, Amend Cannon Gate Master Plan, Live Oak Circle
 Jerry Kelley, Planning Director, presented a summary of this amendment. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 016-16 Oral Recommendation - One (1) Aerator - PW

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

13. Resolutions

1. Resolution 017-16 Expense Reports from Various Depts.

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

2. Resolution 018-16 Change Order for Fleet GPS System - IT

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

3. Resolution 019-16 Agreement with PRA-GS for Auditing Franchise Agreements - Revenue

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

4. Resolution 020-16 Agreement with Johnson Controls Service Agreement - P&R.

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

5. Resolution 021-16 Fireworks Agreement with Opelika Board of Education - P&R.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 022-16 Renew Contract with Palmetto Eng. for Crescentlink Fiber Network - OPS
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 023-16 2016 Workers' Compensation Renewal - HR.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
8. Resolution 024-16 Agreement, Goodwyn-Mills & Cawood, Design for Northpark Drive for GSF - Eng.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 025-16 Request for Bike Race in Downtown Opelika on 2-28-16.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 026-16 Authorize Use of Electronic Voting Equipment.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 027-16 Special Appropriation, Child Care Resource Center, Dad's League.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
12. Resolution 028-16 New Job Classification, Senior Utility Billing Technician - OPS
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolution 029-16 Increase Number of Positions, Inmate Work Detail/Evidence Clerk - OPD.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
14. Ordinances
1. Ordinance 101-16-ORD Amend Zoning Ord. & Map from R-3,GC R-5,GC & C-3,GC to PUD. - Second Reading
- RESULT:** SECOND READING AND APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
2. Ordinance 102-16-ORD Amend City Code, Section 28-26 Tampering Fee Section - OPS - Second Reading.
- RESULT:** SECOND READING AND APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
3. Ordinance 103-16-ORD Amend Cannon Gate PUD Master Plan, Live Oak Circle. - First Reading
- This ordinance was introduced by Mr. Canon. Then Mr. Canon made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:
- Ayes Jones, Gray, Smith T, Canon, Smith
Nays None
- RESULT:** FIRST READING AND APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
4. Ordinance Amend, City Code, Chapter 2 Article IV, Add Sec 2-150 & 2-151, Competitive Bidding - First Reading
- This ordinance was introduced by Mr. Smith T.
- RESULT:** FIRST READING INTRODUCED
5. Ordinance Amend City Code, Section 9-31.1, International Fire Code - First Reading.
- This ordinance was introduced by Mr. Canon.
- RESULT:** FIRST READING INTRODUCED
15. Appointments
1. Reappoint Ben Hand Municipal Judge. New term expires 1-31-18.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
2. Reappoint Jeff Tickal Asst. Municipal Prosecutor. New term expires 1-31-18.

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

3. Executive Session

At 7:30pm, Mr. Canon made the motion to move into an Executive Session to discuss possible litigation with the City Attorney. Said motion was seconded by Ms. Jones.

Guy Gunter, City Attorney, submitted to the City Clerk an 'Attorney Declaration' that stated the purpose of the executive session was to discuss likely litigation relating to the officer involved death of Bennie Lee Tignor.

The following vote was recorded:

Ayes Jones, Gray, Smith T, Canon, Smith

Nays None

At 8:35pm the City Council returned to the council chambers.

16. Adjourn

These City Council meeting minutes of 1-19-16 are hereby adopted and approved this the ____ day of _____, 2016.

 President of the City Council

City of Opelika, Alabama

ATTEST:

 City Clerk - Treasurer

1. Motion to adjourn
 This council meeting was adjourned at 8:35pm.

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

Attachment: CM 2-02-16, Minutes from 1-19-16 CM. (1542 : Minutes from the 1-19-16 Council Meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1539)

Meeting: 02/02/16 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1539

Request by Women's Hope 'Walk the Walk' on 4-30-16.

Shuman, Robert

Subject: Women's Hope Fundraising Walk
Attachments: Walk Route for Opelika 2016.jpg

From: Nicole Hillyer [mailto:nicole@womenshope.org]
Sent: Thursday, January 14, 2016 11:11 AM
To: Shuman, Robert <RShuman@opelika-al.gov>
Subject: Re: Women's Hope Fundraising Walk

Mr. Shuman,

We now have our site selected for our fundraising walk called "Walk the Walk," along with all other information you may need in order for the city to approve this event.

Our walk will be held at Trinity Presbyterian Church, and I have included an attachment of the route map for the walk.

The date of the walk is April 30, and it is from 9 a.m.-11 a.m. However, we will most likely be there setting up for the walk a few hours beforehand and taking things down a few hours afterward.

Last year, we had roughly 50-75 people at this location (our location in Auburn is usually larger); however, this year we are going to try and increase this number to at least 100.

Please let me know if there is any other information you may need from me regarding this event.

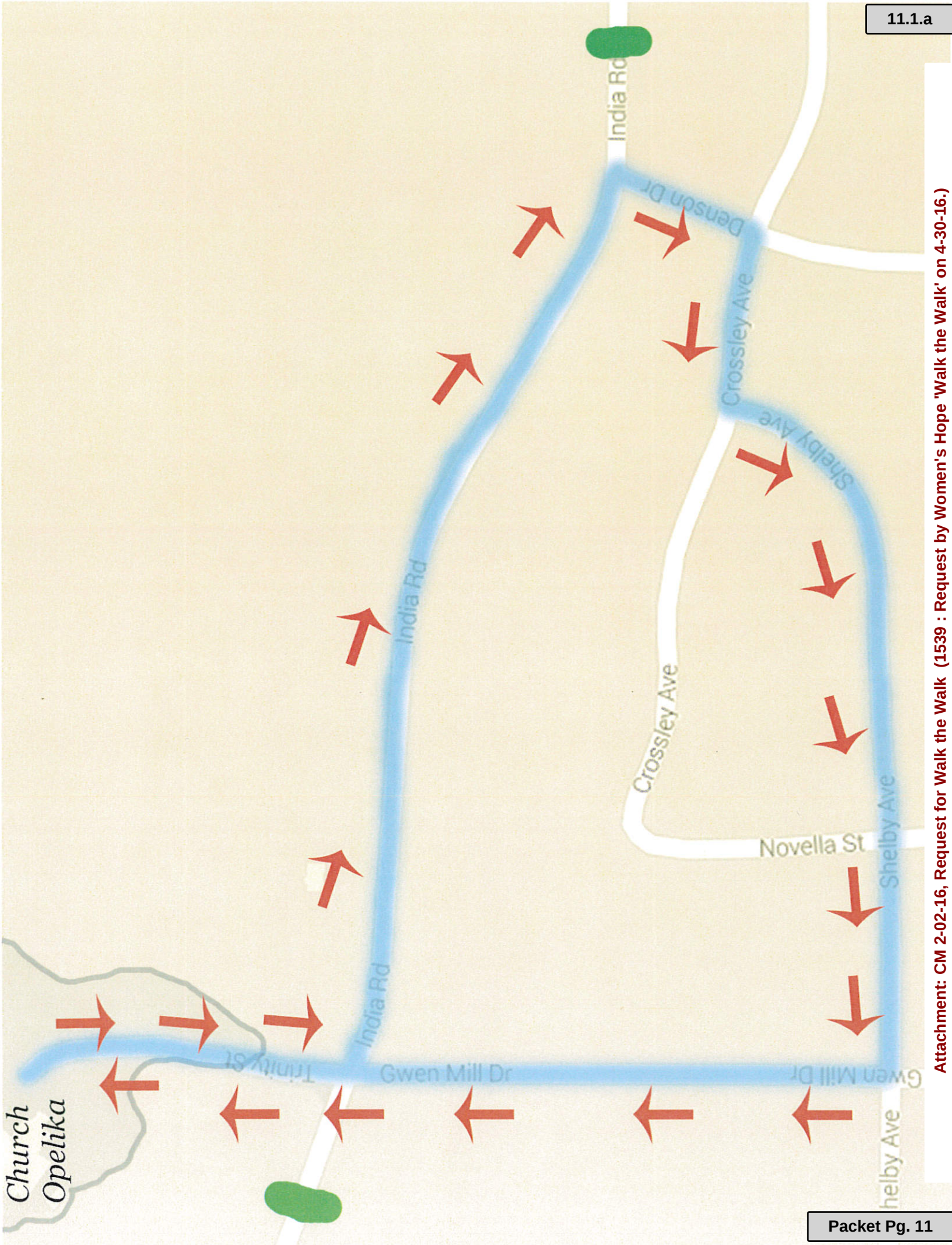
Thank you for all of your help.

Many Blessings,

Nicole Hillyer
 Public Relations & Events Coordinator
 Women's Hope Medical Clinic
 334-502-7000



Attachment: CM 2-02-16, Request for Walk the Walk (1539 : Request by Women's Hope 'Walk the Walk' on 4-30-16.)





City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1540)

Meeting: 02/02/16 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1540

Request for the Unity Stampede on 4-02-16.



UNITY STAMPEDE

APRIL 2, 2016 5K OPELIKA SPORTSPLEX

BENEFITTING



HEALTH AND WELLNESS

ENVISION
OPELIKA
Creating Our Future Together

Southern Union
Foundation

Live Music After Races

LOON AND

MARTHA'S TROUBLE

UNITY STAMPEDE

April 2, 2016

Opelika Sportsplex

Late Registration Begins @4:00pm

Festivities Begin @4:30pm

Races Begin @5:30pm

Live Music and Food Vendors After Races

Make checks payable to: Southern Union Foundation (Both the SU and Envision Opelika Foundations are a 501(c)(3) organization, and exists to assist, support and foster in education.)
Mail completed applications and fees to: Southern Union State Community College,
Attention: Shondae Brown
750 Roberts Street
Wadley, AL 36276

Additional Donation: \$ _____ Envision Opelika Foundation \$ _____ Southern Union Foundation
Race Entry Fee: \$ _____
Total Enclosed: \$ _____

(Parent/Guardian must sign for participants under 19)

Signature of Participant: _____ Date: _____

I know that running a road race is a potentially hazardous activity that could cause injury or death. I should not enter and run unless I am medically able and properly trained, and by my signature I certify that I am medically able to perform this event, am in good health and am properly trained. I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I am assume all risks associated with running, walking and wheeling this event, including but not limited to: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road. I understand that my picture may be taken during the event and used in marketing materials and through social media. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Southern Union State Community College, Envision Opelika Foundation, Opelika Sportsplex, all sponsors, their representatives and successors from all claims and liabilities of any kind arising out of my participation in this event on April 2, 2016.

Event: 5K _____ 1 Mile Fun Run/Walk _____ 1 Mile Wheel _____ T-shirt Size: Youth: _____ S _____ M _____ L _____ Adult: _____ S _____ M _____ L _____ XL _____ XXL _____

I am a: _____ SU Student _____ SU Faculty/Staff _____ Member of the Community _____ K-12 Student _____ Sponsor (name) _____

Date of Birth: _____ Phone: _____ () _____ Email: _____

Address: _____ City, State & Zip _____

Last Name: _____ First Name: _____ Age: _____ Sex: _____

A Unique Run with a Great Mission: To strengthen relationships among citizens of all cultures in our community.

Proceeds will be used to fund Character Education through the Community Foundation of East Alabama, provide Scholarships for students to Southern Union State Community College and to promote wellness and healthy lifestyles in the community.

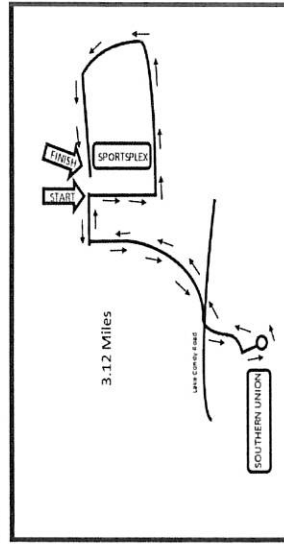
RACE FEATURES

1 Mile Fun Run/Walk/Wheel

Closed loop starts and ends on paved 1 mile track at Sportsplex.

5K Run/Walk

Will begin at Sportsplex reach to Southern Union Campus and then finish at Sportsplex.

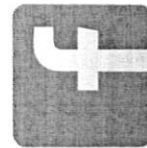


Stampede

It is a stampede, so show us your unique outfits!

Live Music, Food Vendors, Silent Auction and Door Prizes

There will be live music after the races. Envision Opelika Foundation and Southern Union will be the food vendors. You are encouraged to bring blankets and chairs to partake in the festivities. No alcohol allowed.



JOIN OUR **UNITY STAMPEDE 5K**
FACEBOOK PAGE TO STAY UPDATED
ON THE EVENT.

RACE INFORMATION

Entry Fees: Registered before March 7, 2016

5K - \$22 Individual,

1 Mile Fun Run/Walk - \$14 Individual,

1 Mile Fun Wheel - No Charge - Thanks to our Sponsors

Registered March 7, 2016 and after

5K - \$25 Individual

1 Mile Fun Run/Walk - \$16 Individual,

1 Mile Fun Wheel - No Charge - Thanks to our Sponsors

T-Shirts: Guaranteed if registration received by Friday, March 6, 2015. If registered after March 6th you will receive T-shirts as supplies last, in sizes available.

Refund Policy: Refunds and transfers are not allowed.

Day of Race registration: Begins @ 4:00pm under "Registration Tent" at Opelika Sportsplex. Pre-registration is highly encouraged.

Packet Pick-ups: You may pick up your packets at Big Dog Running on Friday, April 1st from 4:00pm to 6:00pm or the day of the race beginning at 4:00pm on Saturday, April 2nd under the "Packet Pick Up Tent" at the Sportsplex.

*All race entry participants are eligible to win door prizes throughout the event, but they must be present to win.

*Light refreshments will be served to all participants after the Races.

AWARDS

5K - Top 2 male and female finishers in each age group:

<10, 10-14, 15-19, 20-29, 30-39, 40-49, 50-59, 60+

Most unique male and female outfits.



REGISTER AT ACTIVE.COM OR MAIL IN
YOUR REGISTRATION.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1537)

Meeting: 02/02/16 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Martha Wright
Sponsors:
DOC ID: 1537

Circle K Stores Inc. Request Retail Beer & Wine Off Premise License.

RESOLUTION NO. 030-16

Expense Reports from Various Departments.

RESOLUTION NO. _____

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

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

Employee	Department	\$ Amount
-----	-----	
Lori Huguley	Economic Development	5,066.16
Gary Fuller	Mayor's Office	202.51
Gary Fuller	Mayor's Office	5,066.16
Eddie Smith	City Council	195.51

-) 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 _____, 2016.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

Name

Department

Expense Report

Lori Huguley

ECONOMIC DEVELOPMENT

Period Ending

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

				TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL	
Date	Day	CITY AND STATE	LODGING	AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
7/8/2016	Fri	London		5066.16										5066.16
</														

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL							NUMBER OF DAYS AWAY FROM HOME	
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE		NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS	NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS	
						100%	0	
						100%	% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS	
						100%	0	
						100%	NATURE OR PURPOSE OF TRAVEL	
						100%	Farnborough Air Show, London	
							METHOD OF REIMBURSEMENT	
							☐	
							DEDUCT FROM M OR	

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

SIGNATURE

APPROVED BY

Expense Report

Period Ending

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

		CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
Date	Day			AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES	BREAKFAST	LUNCH	DINNER			
1//14/16	Thu	Montgomery, AL	202.51										202.51
			202.51	0.00	0	0	0.00	0.00	0.00	0.00	0	0	202.51
WEEKLY CATEGORY TOTALS\$												WEEKLY TOTAL OF EXPENSES	

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL						NUMBER OF DAYS AWAY FROM HOME	
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE		NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS	NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
						100%	0
						100%	% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS
						100%	0
						100%	NATURE OR PURPOSE OF TRAVEL
						100%	Conference
							METHOD OF REIMBURSEMENT
							☐ DEDUCT FROM M OR

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

SIGNATURE _____

APPROVED BY _____

NAME

Name Gary Fuller

DEPARTMENT

Department 11050

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI 7/8/16	London		5,066.16									5,066.16
SAT												0.00
WEEKLY CATEGORY TOTALS \$			0.00	5,066.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,066.16

WEEKLY TOTAL EXPENSES

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

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

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

NUMBER OF DAYS AWAY FROM HOME

6

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100%

NATURE OR PURPOSE OF TRAVEL

Economic Development - Air Show

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Employee Gary Fuller

Department Administration

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

Name

Eddie Smith

DEPARTMENT

Department

City Council

PERIOD ENDING

1/14/16

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
SUN												
MON												
TUE												
WED												
THU	AMEA ED	183.51				12.00						195.51
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$												195.51

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

AMEA ED

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
1/14/16	Parking	12.00

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

RESOLUTION NO. 031-16

Purchase Two (2) 2016 Ford F150 P/U Trucks 2WD - PW**RESOLUTION NO. _____**

WHEREAS, the Public Works Department desires to purchase Two (2) 2016 Ford F150 2WD Pick-Up Trucks with certain options utilizing the State of Alabama Contract #191A; and

WHEREAS, Stivers Ford Lincoln Mercury is the State Contract Vendor for the 2016 Ford Pick-Up Trucks; and

WHEREAS, funding for the purchase will come from Capital Outlay;

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

1. That the purchase be awarded to Stivers Ford Lincoln Mercury utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stivers Ford Lincoln Mercury in the amount of \$39,942.00.
3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the ____ day of _____ 2016.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. 032-16

Roadway Lighting Agreement for I85 Interchanges

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT
FOR ROADWAY LIGHTING AT THE INTERSTATE INTERCHANGES 60, 62 AND 66**

WHEREAS, the State of Alabama, acting by and through The Alabama Department of Transportation (the “State), and the City of Opelika, Alabama (the “City”) desire to cooperate in a construction program for partial interchange lighting on Interstate 85 at Exits 60, 62 ad 66 (the “Project”); and

WHEREAS, the Interstate Highway 85 is maintained by the Alabama Department of Transportation (“ALDOT”) and all roadway lighting installations within its rights-of-way must be approved through a written agreement; and

WHEREAS, a proposed AGREEMENT FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF ROADWAY LIGHTING (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 attached hereto to be entered into between the City and the State of Alabama, acting by and through the Alabama Department of Transportation, is hereby approved, authorized, ratified and confirmed.

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: _____ County: _____

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
*INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
 ROADWAY LIGHTING*

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the _____ (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	☐	☐	☐	☐	☐
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐	☐
Roadway Lighting:	☐	☐	☐	☐	☐
Other: _____	☐	☐	☐	☐	☐

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

- In the event the work to be accomplished above is identified by (A) and/or (B), the ☐ STATE ☐ MAINTAINING AGENCY will furnish and the ☐ STATE ☐ MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "**Exhibit O**" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. ☐ Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. ☐ All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The ☐ CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The ☐ COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☐ STATE ☐ MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} **NOTE** – If more space is needed, please use continuation sheets.

TYPE OF SIGNAL		CONTROLLER	
☐ Traffic Control	☐ Pedestrian Control	Make:	Model #:
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other: _____		☐ Full Actuated	☐ Eight Phase
		☐ Other: _____	
		SYSTEM ☐ YES ☐ NO	

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the ☐ STATE ☐ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
15. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of OWNER)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day
of _____, 20____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

Attachment: Opelika Lighting Agreement (032-16 : Roadway Lighting Agreement for I85 Interchanges)

RESOLUTION NO. 033-16

Agreement for Professional Services by Forbes Tate, LLC

RESOLUTION NO. _____

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

1. That the proposed PROFESSIONAL SERVICES AGREEMENT to be entered into between the City of Opelika and Forbes Tate, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved, ratified and confirmed.
2. Funds for the Professional Services fees to Forbes Tate are a budgeted expense and have been approved as part of the City's 2016 budget.
3. That the Purchasing Agent is hereby authorized to issue a purchase order to Forbes Tate.
4. That the Mayor of the City of Opelika be authorized to sign all documents pertaining to this Agreement.
5. That the Mayor is hereby authorized and directed to execute and deliver said Agreement for an in the name and on behalf of the City and the City Clerk is hereby authorized and directed to affix the seal of the City to said Agreement and to attest the same.

APPROVED and **ADOPTED** this the _____ day of _____, 2016.

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

ATTEST:

R. G. Shuman, CMC
City Clerk/Treasurer



AGREEMENT

This agreement is made as of this the 20th day of January 2016, by and between Forbes Tate Partners, LLC and City of Opelika ("OPELIKA"). (Hereinafter "FT" and "OPELIKA" are collectively the "Parties.").

WHEREAS, OPELIKA desires to retain the services of FT in connection with efforts to generate support for certain positions, and to affect certain public policy questions of importance to OPELIKA;

WHEREAS, FT has agreed to provide, and OPELIKA has agreed to pay for, the scope of services described below upon the terms and conditions set forth herein;

NOW, THEREFORE, FT and OPELIKA hereby agree as follows:

1. SERVICES

Commencing upon execution of this Agreement, FT will devote its best efforts to provide representation services on behalf of OPELIKA. FT shall represent OPELIKA on front of Congress, the White House, and Executive Agencies, as well as the Alabama State House and the Executive Offices of the Governor, in support of federal funding for OPELIKA and in support of legislation beneficial to OPELIKA at the specific direction of OPELIKA. Services shall be provided for a period commencing on February 1, 2016, and ending on January 31, 2017.

2. FEE

After OPELIKA has received an invoice from FT, FT shall receive a fee of \$4,000/month for Services.

3. TAXATION AND EXPENSES

OPELIKA's fee to FT is inclusive of all taxes and local obligations (e.g. registration, filing, or reporting fees). This includes, but is not limited to, any applicable tax on services.

Ordinary expenses shall not be reimbursed. "Ordinary expenses" shall include the cost of long-distance telephone calls, facsimiles, routine office copying, postage/courier services and travel, lodging, and meals.

"Extraordinary expenses" shall include out-of-state travel, lodging, and car rental, large printing and/or material production costs such as those incurred in connection with mass mailings, and any other out-of-pocket expense that is not specifically defined above as an ordinary expense hereunder. Extraordinary expenses incurred must be submitted to OPELIKA prior to their occurrence for OPELIKA to seek approval for their reimbursement. A reimbursement request for extraordinary expenses, separate from FT's normal invoice, must be submitted to OPELIKA, and reimbursement shall not be due and payable until such time as funds are made available.

4. TERMINATION

Either party shall have the right to terminate this agreement at any time, without cause, upon thirty (30) calendar days' written notice to the other party. Such notice shall be given pursuant to the notice section of this agreement. The "date of termination" shall be the date upon which the thirty (30) calendar day notice period expires. OPELIKA shall pay FT for work completed through the date of termination, plus expenses incurred on or before the date of termination. If the date of termination does not fall on the last day of a month, OPELIKA shall pay FT pro rata monthly representation fee for the number of days worked that month as of the date of termination. Such payments for expenses and fees shall be made on or before the date of termination. This section shall survive the termination of this agreement. If OPELIKA shall, by reason of dissolution or any other cause, become unable to perform the functions described in the representation services section of this agreement or if either party breaches this agreement in a material fashion (i.e. failure to pay the fees and/or expenses due hereunder), either party shall have the right to terminate this agreement immediately, upon written notice to the other party.

This agreement may be modified or amended only by a written instrument executed by both parties.

The section headings as set forth throughout this agreement are for convenience only, and are not intended to affect the meaning of the provisions of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Opelika

Forbes Tate

By: _____

By:  _____

RESOLUTION NO. 034-16

Supplemental Agreement with Regions Bank.

RESOLUTION NO. _____

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

Section 1. The City hereby finds and declares as follows:

(a) In order to encourage the development of advanced telecommunications capabilities, cable, interactive computer and internet facilities and services, and thereby to better serve the public and to promote the industrial and economic development of the City, the City has heretofore borrowed from Regions Bank (herein called “the Bank”) the principal sum of \$13,500,000 and, in evidence of such borrowing, issued to the Bank a \$13,500,000 Taxable Telecommunications System Revenue Warrant dated January 27, 2011 (herein called “the Warrant”), for the combined purposes of (i) financing the acquisition, construction and equipment of a new cable television and telecommunications system (herein called “the System”) in and for the City, (ii) paying capitalized interest on the Warrant for a period of not exceeding thirty-six (36) months after the date of issuance of the Warrant, and (iii) paying certain issuance expenses with respect to the issuance of the Warrant.

(b) Under the provisions of the City’s Ordinance No. 128-10 adopted by the Council on November 16, 2010, and authorizing the issuance and sale of the Warrant (said ordinance being herein called “the Warrant Ordinance”), the principal of and the interest on the Warrant are payable solely out of revenues derived from the operation of the System remaining after payment of the expenses of administering, operating, maintaining and repairing the same, and the City has, in the Warrant Ordinance, effectively and irrevocably pledged such revenues, to the extent set out therein, for payment of such principal and interest, and for those payments required, under the provisions of the Warrant Ordinance, to be made by the City into the Taxable Telecommunications System Revenue Warrant Fund created in the Warrant Ordinance for the benefit of the Warrant.

(c) In connection with the issuance of the Warrant, and pursuant to the provisions of the Warrant Ordinance, the City and the Bank have also heretofore entered into a Funding Agreement dated as of January 1, 2011 (herein called “the Funding Agreement”), whereunder the City has effectively provided further for the payment of the principal of and interest on the Warrant.

(d) The Warrant is now outstanding in the principal amount of \$13,500,000, and the principal of the Warrant became due and payable in full, according to its terms, on February 1, 2016.

(e) In order to enable the City to provide further for the timely payment of the principal of and the interest on the Warrant out of the aforesaid pledged revenues, in a manner both convenient to the City and consistent with its performance of its other obligations, agreements, and duties in connection with the operation and maintenance of the System, it is now necessary, desirable, and in the public interest, that the City and the Bank proceed (i) to modify certain terms and provisions of the Warrant, and thereby also in effect to modify, supplement and amend in certain respects the provisions of each of the Warrant Ordinance and the Funding Agreement, and (ii) to provide for the payment hereafter of the principal of and the interest on the Warrant in accordance with its terms and provisions, as so modified by the Supplemental Agreement hereinafter authorized.

Section 2. The Mayor of the City is hereby authorized and directed to execute and deliver, for and in the name and behalf of the City, a Supplemental Agreement between the City and the Bank, in substantially the form presented to the meeting of the Council at which this Ordinance is adopted (which such form is hereby adopted and approved in all respects as if the same were set out in full herein), with such changes as the Mayor of the City, with the advice of legal counsel for the City, approves and deems appropriate (such approval and appropriateness to be conclusively evidenced by his execution thereof); and the City Clerk of the City is hereby authorized and directed to affix the corporate seal of the City to the Supplemental Agreement and to attest the same. The City Clerk of the City is hereby further authorized and directed to file a copy of the Supplemental Agreement, in the form hereby adopted and approved, in the permanent records of the City, identified by the endorsement thereon of a legend reading substantially as follows and signed by said City Clerk:

“ADOPTED AND APPROVED by the City Council of the City of Opelika on February 2, 2016.”

Passed and adopted this 2nd day of February, 2016.

Charles E. Smith, President of the City Council

Duly approved this ____ day of February, 2016.

Gary Fuller, Mayor of the City of Opelika

Passed and approved this ____ day of February, 2016.

Robert G. Shuman, City Clerk

SUPPLEMENTAL AGREEMENT between the **CITY OF OPELIKA**, a municipal corporation under the laws of Alabama, party of the first part, and **REGIONS BANK**, a state banking corporation, party of the second part,

W I T N E S S E T H:

That in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. **Definitions.** The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

“**Bank**” means the party of the second part hereto and includes its successors and assigns.

“**City**” means (a) the party of the first part hereto and its successors and assigns, and (b) any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

“**Fiscal Year**” means the period of twelve consecutive calendar months beginning on October 1 in a 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 City.

“**Funding Agreement**” means that certain Funding Agreement dated as of January 1, 2011, between the City and the Bank, and authorized in the Warrant Ordinance to be executed and delivered on the part of the City.

“**Warrant**” means the City’s Taxable Telecommunications System Revenue Warrant dated January 27, 2011, originally issued and now outstanding in the principal amount of \$13,500,000.

“**Warrant Fund**” means the Taxable Telecommunications System Revenue Warrant Fund created in the Warrant Ordinance.

“**Warrant Ordinance**” means the City’s Ordinance No. 128-10 adopted by the City Council of the City on November 16, 2010, authorizing the issuance and sale of the Warrant.

Section 2. **Use of Phrases.** “Herein,” “hereby,” “hereof,” and other equivalent words refer to this Supplemental Agreement as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1 hereof include both

- 1 -

ADOPTED AND APPROVED by the City Council
of the City of Opelika on February 2, 2016

City Clerk

Attachment: CM 2-02-16, Regions Bank supplemental agreement, 1-28-16 (034-16 : Supplemental Agreement with Regions Bank)

singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

Section 3. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) the City has heretofore issued the Warrant to the Bank, pursuant to the provisions of the Warrant Ordinance, for the combined purposes of (i) financing the acquisition, construction and equipment of the "System" (as that term is defined and used in the Warrant Ordinance), (ii) paying capitalized interest on the Warrant for a period of not exceeding thirty-six (36) months after the date of issuance of the Warrant, and (iii) paying certain issuance expenses with respect to the issuance of the Warrant;

(b) the Warrant is now outstanding in the principal amount of \$13,500,000, and the principal of the Warrant is due and payable in full, according to its terms, on February 1, 2016;

(c) under the terms of the Warrant Ordinance, the City is effectively required to make certain payments into the Warrant Fund with respect to the Warrant;

(d) under the provisions of the Warrant Ordinance, the principal of and the interest on the Warrant are payable solely out of revenues derived from the operation of the aforesaid System remaining after payment of the expenses of administering, operating, maintaining and repairing the same, and the City has, in the Warrant Ordinance, effectively and irrevocably pledged such revenues, to the extent set out therein, for payment of such principal and interest, and for the payments into the Warrant Fund;

(e) in order to enable the City to provide further for the timely payment of the principal of and the interest on the Warrant out of the aforesaid pledged revenues, in a manner both convenient to the City and consistent with its performance of its other obligations, agreements, and duties in connection with the operation and maintenance of the aforesaid System, it is necessary, desirable, and in the public interest, that the City and the Bank now proceed (i) to modify certain terms and provisions of the Warrant, and thereby also in effect to modify, supplement and amend in certain respects the provisions of the Funding Agreement and the Warrant Ordinance, and (ii) to provide for the payment hereafter of the principal of and the interest on the Warrant in accordance with its terms and provisions, as so modified hereby; and

(f) the execution and delivery of this Supplemental Agreement on the part of the City have been duly authorized by all necessary municipal action.

Section 4. Acknowledgments and Representations by the Bank. The Bank, as the basis for the undertakings on its part herein contained,

(a) acknowledges that it has heretofore received from the City of a certified copy of the Warrant Ordinance;

(b) acknowledges that, in accordance with the provisions of the Warrant Ordinance, the Bank holds the Warrant Fund as custodian and paying agent of the City in respect of the Warrant; and

(c) represents (i) that it has the power to enter into this Supplemental Agreement, and to perform the other duties required of it herein or in either the Warrant Ordinance or the Funding Agreement, and (ii) that it has been duly authorized to do so by all necessary corporate action on its part.

Section 5. Modification of Terms and Provisions of Warrant: Maturity Date, Rate of Interest on Warrant, and Interest Payment Dates of Warrant. Notwithstanding any provision to the contrary in either the Warrant, the Warrant Ordinance, or the Funding Agreement, (a) the Warrant shall mature and become payable on February 1, 2019; (b) from and after February 1, 2016, the unpaid balance of the principal amount of the Warrant shall bear interest until payment in full at the rate of 2.62% per annum, computed on the basis of the actual number of days elapsed over a 360-day year, subject, however, to revision pursuant to and in accordance with the provisions of the fourth paragraph of Section 3 of the Warrant Ordinance and any other applicable provisions of the Warrant Ordinance; and (c) such interest shall be payable on March 1, 2016, and on the first day of each calendar month thereafter until and at the maturity of the Warrant.

Section 6. Subsequent Extensions of Maturity Date of Warrant. The City and the Bank may hereafter from time to time further modify the date of maturity of the Warrant, either

(a) for an additional term of one year, ending on February 1 in the calendar year next succeeding the calendar year in which occurs the then effective maturity date of the Warrant, or

(b) for an additional term of years, ending on February 1 in the calendar year fixed by the City and the Bank, in connection with any modification of the terms and provisions of the Warrant pursuant to the provisions of the next succeeding Section 7 hereof,

all as the City and the Bank may determine to be advisable; provided, however, that any such modification of the maturity date of the Warrant shall be effected only by an instrument or agreement in writing and executed by both the City and the Bank; and provided further, that in no event may any portion of the principal of the Warrant mature or become payable after February 1, 2031.

Section 7. Subsequent Provisions for Mandatory Prepayment of Principal of Warrant, Rate or Rates of Interest on Warrant Pertaining to Mandatory Prepayment of Principal, and Optional Prepayment of Principal of Warrant. The City and the Bank may

hereafter from time to time modify the terms and provisions of the Warrant, as theretofore effectively modified by this Supplemental Agreement (or as modified pursuant to the provisions of Section 6 hereof), so as to provide further for any or all of

(a) the mandatory prepayment by the City of any portion of the principal of the Warrant in one or more installments prior to the then effective date of maturity of the Warrant, in such amount or amounts, and on February 1 in such calendar year or years, and subject to such other terms and conditions, as the City and the Bank may determine to be advisable,

(b) the rate or rates of interest to be borne by any or all such installments of principal of the Warrant prior to the respective dates on which such installments are required to be paid as aforesaid, and

(c) the prepayment of the principal of the Warrant at the option of the City, in whole or in part, on such date or dates, in such amounts, and subject to such terms and conditions, as the City and the Bank may determine to be advisable, and without regard to the provisions of the last two paragraphs of Section 3 of the Warrant Ordinance and any other applicable provisions of the Warrant Ordinance;

provided, however, that any such modification of the terms and provisions of the Warrant shall be effected only by an instrument or agreement in writing and executed by both the City and the Bank; and provided further, that in no event may the rate of interest on any portion of the principal of the Warrant, as determined pursuant to the preceding clause (b) of this Section 7, exceed 10% per annum.

Section 8. Amendment of Funding Agreement. Notwithstanding the provisions of Section 4 of the Funding Agreement, the City shall have, and is hereby granted, the option from year to year to renew the term of the Funding Agreement for each succeeding Fiscal Year until and including the Fiscal Year beginning on October 1, 2018; provided, however, that if the term of the Funding Agreement, as hereby effectively extended, shall not be renewed for any of the additional periods provided for in this Section 8, the Funding Agreement, as hereby amended, shall thereupon terminate and no renewal may thereafter be made for any subsequent term, whether pursuant to the provisions of said Section 4 of the Funding Agreement, as amended hereby, or otherwise. In accordance with the provisions of said Section 4 of the Funding Agreement, the option to renew the term of the Funding Agreement with respect to the Fiscal Year beginning on October 1, 2016, and every such Fiscal Year thereafter until and including the Fiscal Year beginning on October 1, 2018, shall be deemed to have been exercised with respect to any such Fiscal Year, unless the City delivers to the Bank, not later than August 15 next preceding the first day of such Fiscal Year, a copy of a resolution duly adopted by the governing body of the City and electing to terminate the Funding Agreement, as amended hereby.

On and after February 1, 2016, and so long as the Warrant is outstanding, the City will not, except with the prior written consent of the Bank or the then holder of the Warrant (as

the case may be), issue any security or securities, incur any obligation, or make any contract payable out of either

(a) the “Net Electric System Revenues” (as that term is defined and used in the Funding Agreement), or

(b) the “Net System Revenues” (as that term is defined and used in that certain Trust Indenture dated as of March 1, 2011, between the City and the Bank, in its capacity as Trustee thereunder),

or for which any part of said Revenues may be pledged, other than any “Additional Warrants” (as that term is defined and used in the aforesaid Trust Indenture, viz., those warrants authorized to be issued by the City pursuant to applicable provisions of said Trust Indenture). In addition, the City will recognize, in the proceedings under which any such security or securities, obligation, or contract are authorized, the priority of the Funding Agreement, as amended hereby, and the several agreements and obligations on the part of the City under and pursuant to the provisions of the Funding Agreement, as amended hereby, including particularly (but without limitation) the provisions of Section 5 of the Funding Agreement; and the Funding Agreement (and said agreements and obligations on the part of the City) shall be deemed to be prior and superior to any pledge of revenues as aforesaid for the benefit of any such security or securities, obligation, or contract.

In the event of an extension of the term of the Warrant pursuant to the provisions of Section 6 hereof, the City shall also have, and is hereby also granted, the option from year to year, after such extension of the term of the Warrant becomes effective, to renew the term of the Funding Agreement for each succeeding Fiscal Year until and including the Fiscal Year beginning on the October 1 next preceding the date of maturity of the Warrant as specified by the City and the Bank pursuant to said Section 6 hereof; and the other provisions of the preceding paragraphs of this Section 8 shall be deemed to remain in effect with respect to the Funding Agreement, as hereby amended, throughout such extension of the term of the Warrant.

Section 9. Payment of Certain Fees, Expenses, Costs, Charges. The City will promptly pay or cause to be paid, or otherwise reimburse the Bank for, all reasonable professional and other fees and expenses, and all out-of-pocket expenses, costs, fees and charges, heretofore or hereafter incurred or paid by the Bank in connection with

(a) the negotiation and preparation of this Supplemental Agreement and each other instrument or document (if any) provided by the Bank or to which the Bank is a party, and pertaining to either (i) the modification of the terms and provisions of the Warrant effected by this Supplemental Agreement, or (ii) in connection therewith, the modification, supplementation, and amendment of either or both the Warrant Ordinance and the Funding Agreement, and

(b) the effectuation of any subsequent extension of the term of the Warrant, and any subsequent modification of the terms of either or both the Warrant Ordinance and the Funding Agreement, pursuant to the provisions of either Section 6, Section 7, or Section 8 hereof.

However, nothing herein shall be construed to require the City to pay any such fees, expenses, costs, or charges that it has heretofore paid or for which it has heretofore reimbursed the Bank.

The City will also promptly pay or cause to be paid all so-called “intangible taxes” and recording costs, if any, that may be incurred by it in connection with any of the matters described in the preceding clauses (a) and (b) of this Section 9.

Section 10. No Breach or Default under Either Warrant, Warrant Ordinance, or Funding Agreement. The City and the Bank each hereby acknowledge and agree that, notwithstanding any provision to the contrary in either the Warrant Ordinance, the Warrant, or the Funding Agreement (as each thereof was in effect prior to the execution and delivery of this Supplemental Agreement), the payment hereafter by the City of the principal of and the interest on the Warrant in accordance with the provisions of this Supplemental Agreement (including particularly, but without limitation, the provisions of Sections 5, 6, 7 and 8 hereof) shall not

(a) cause or result in any breach or default or event of default, on the part of the City, or

(b) give rise to any action, on the part of either the Bank (whether in its capacity as the holder of the Warrant or as a party to the Funding Agreement) or any other holder from time to time of the Warrant,

in respect of the payment of such principal or interest, or the performance or observance by the City of any other agreement or covenant on its part contained in either the Warrant Ordinance, the Warrant, the Funding Agreement, or this Supplemental Agreement.

In addition, and without limiting the generality of the foregoing provisions of this Section 10, the Bank and the City agree that, if this Supplemental Agreement becomes effective (as determined pursuant to Section 15 hereof) on any date after February 1, 2016 (viz., the original stated maturity date of the Warrant), then, notwithstanding any provision of either the Warrant or Section 11 of the Warrant Ordinance to the contrary, the City shall not be obligated to pay interest on either the principal of the Warrant or any interest coming due thereon on February 1, 2016 (as the case may be), at the applicable rate of interest specified in said Section 11 of the Warrant Ordinance.

Section 11. Third Party Beneficiaries Hereof. The holders from time to time of the Warrant shall be third party beneficiaries of this Supplemental Agreement.

Section 12. Ratification and Continued Effectiveness of Warrant, Warrant Ordinance, and Funding Agreement. Except as otherwise expressly provided in this Supplemental Agreement, the City hereby

(a) ratifies and confirms in all respects the several representations and warranties on its part set out in, and all the other provisions of, each of the Warrant, the Warrant Ordinance, and the Funding Agreement; and

(b) agrees that the Warrant, the Warrant Ordinance, and the Funding Agreement shall, as and to the extent each thereof is hereby effectively modified, supplemented, or amended, remain in full force and effect in accordance with their respective terms and the provisions of this Supplemental Agreement.

In particular, and without limiting the generality of the preceding provisions of this Section 12,

(i) after February 1, 2016, the unpaid principal balance of the Warrant may be prepaid on any date prior to its then effective maturity (whether as modified by Section 5 hereof or pursuant to the provisions of Section 6 hereof), at the option of the City and in whole or in part, as provided in the last two paragraphs of Section 3 of the Warrant Ordinance and any other applicable provisions of the Warrant Ordinance (subject, however, to the provisions of Section 7 hereof),

(ii) the order and direction of the City to the Treasurer of the City to pay certain sums to the Bank out of “Net Electric System Revenues” (as that term is defined and used in the Funding Agreement), pursuant to the provisions of subsection (a) of Section 5 of the Funding Agreement, shall remain effective in accordance with its terms, and

(iii) the other obligations of the City under said Section 5 of the Funding Agreement shall continue in full force and effect, during each Fiscal Year during which the Funding Agreement, as amended hereby, is in effect.

However, the City shall not be required at any time to replace the Warrant with a new warrant that contains or reflects either the pertinent provisions of this Supplemental Agreement or any subsequent modification of the terms and provisions of the Warrant pursuant to the provisions of either Section 6 or Section 7 hereof.

Section 13. Benefit and Binding Effect of This Supplemental Agreement. This Supplemental Agreement shall inure to the benefit of, and shall be binding upon, both the City and the Bank and their respective successors and assigns. Except as otherwise provided in Section 11 hereof with respect to the holders of the Warrant, the covenants and agreements herein contained are for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

Section 14. Certain Agreements of City Respecting Transaction and Actions of Parties. (a) The City acknowledges and agrees

(i) that the amendment of the Warrant, the Warrant Ordinance, and the Funding Agreement pursuant to this Supplemental Agreement is an arm’s-length commercial transaction between the City and the Bank,

(ii) that in connection with such transaction, including the process leading thereto, the Bank is acting solely as holder of the Warrant for its own account

(without a present intent to reoffer), and that neither the Bank nor any of its affiliates shall act as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor, and

(iii) that the City has consulted its own financial, legal, tax, accounting and other advisors to the extent it has deemed appropriate in connection with entering into this Supplemental Agreement and the amendment of the terms of the Warrant, the Warrant Ordinance, and the Funding Agreement.

(b) Without limiting the generality of the foregoing,

(i) neither the Bank nor any of its affiliates is recommending an action to the City, or to any other municipal entity or obligated person obligated with respect to said amendment;

(ii) neither the Bank nor any of its affiliates is acting as an advisor to the City, or to any such municipal entity or obligated person, and none of the Bank and its affiliates owes a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the City, or to any such municipal entity or obligated person, with respect to the information and material contained in this Supplemental Agreement;

(iii) the Bank and its applicable affiliates are acting for their own respective interests; and

(iv) the City and every such municipal entity or obligated person (if any) have discussed all information and material contained in this Supplemental Agreement with any and all internal or external advisors and experts that the City or such municipal entity or obligated person (if any) has deemed appropriate in connection with entering into this Supplemental Agreement and the amendment of the Warrant, the Warrant Ordinance, and the Funding Agreement.

Section 15. **Effective Date.** This Supplemental Agreement shall become effective on the date of delivery stated in the testimonium clause hereinbelow.

Section 16. **Severability.** In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 17. **Governing Law.** This Supplemental Agreement shall in all respects be governed by the laws of the State of Alabama.

Section 18. **Section Captions.** The section headings contained herein are included for convenience only and should not be considered a part hereof or affect in any manner the construction or interpretation of this Supplemental Agreement.

IN WITNESS WHEREOF, the City and the Bank have caused this Supplemental Agreement to be executed in their respective names, by their duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and have caused this Supplemental Agreement to be dated (for convenience) as of January 15, 2016, although actually executed on behalf of the City on _____, 2016, on behalf of the Bank on _____, 2016, and actually effectuated and delivered on _____, 2016.

CITY OF OPELIKA

By _____
Mayor

[S E A L]

Attest:

City Clerk

REGIONS BANK

By _____
Its _____

Attachment: CM 2-02-16, Regions Bank supplemental agreement, 1-28-16 (034-16 : Supplemental Agreement with Regions Bank)

RESOLUTION NO. 035-16

Agreement with Trac-Works to Renovate the Railroad Track at Municipal Park - P/R.

RESOLUTION NO. _____

RESOLUTION APPROVING PROPOSAL SUBMITTED BY TRAC-WORK, INC.

WHEREAS, the Rocky Brook Rocket, a G-16 miniature train, has operated at Municipal Park since 1955; and

WHEREAS, the City of Opelika, Alabama (“City”) heretofore awarded a contract to RMI Railworks to completely renovate and repair the Rocky Brook Rocket; and

WHEREAS, major renovations and repairs are needed to the entire railroad track located at Municipal Park; and

WHEREAS, Trac-Work, Inc., (“Trac-Work”) is a leading railroad maintenance and construction contractor;

WHEREAS, Trac-Work has submitted a proposal (the “Proposal”) to furnish all supervision, labor, equipment, expenses and insurances to reconstruct the entire railroad track at Municipal Park, including undercutting the existing subgrade, installing base material, compacting the subgrade, installing 674 owner-furnished composite crossties, installing rail and joint bars on new crossties, installing rail clips and lag bolts, re-gauging the track and dressing up the track with owner-provided ballast; and

WHEREAS, the proposed Contract sum is \$61,710.02; and

WHEREAS, the Purchasing-Revenue Manager has determined that the Proposal is exempt from competitive bidding as a sole source contract; and

WHEREAS, Trac-Work has the expertise to renovate and reconstruct the railroad track at Municipal Park; and

WHEREAS, the City Council has determined that it is now in the best interest of the City and its citizens to approve the Proposal submitted by Trac-Work.

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

1. That the attached Proposal submitted by Trac-Work, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve.

2. That the Mayor is hereby authorized and directed to accept and execute said Proposal 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 contracts, notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Proposal.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue all necessary and appropriate purchase orders up to the sum of \$61,710.02 to implement this

Resolution.

5. That the Mayor and the Controller are hereby authorized to transfer \$50,000 from the Sportsplex Fund and \$11,710.02 from donated funds to cover the cost of the railroad track reconstruction.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

Municipal Park
1102 Denson Drive,
Opelika, AL 36801

Attn: Matthew Battles

Ref: Reconstruction of entire track

Trac-Work, Inc. proposes to furnish all supervision, labor, equipment, expenses, and insurances to perform the following Scope of Work on the track located at the Municipal Park 1102 Denson Drive, Opelika, AL 36801.

Scope of Work

Subgrade Work

- Under cut existing subgrade for new track installation.
- Install Owner provided base material 3" depth x 36" wide x 1,124' long.
- Compact subgrade with plate compactor to +/- 1" of final elevation.

Build track

- Install approximately 674 each Owner furnished composite crossties 4"x 6"x 2'5" spaced @ 20" on centers.
- Install salvaged 12 lb. rail and joint bars on new crossties. Joint will be secured with new owner provided track bolts.
- Install Owner provided new #114 rail clips and 9/16" x 4" Lag bolts to secure rails to cross ties.
- Re-gauge track with the existing rails to 16" width.
- Surface and dress track with owner provided ballast. Level to the top of ties, fill voids between the ties. All excess materials will be stock piled on site for use / disposal by Owner.

Lump sum \$61,710.02 includes \$.00 of State and Local taxes. Taxes may apply if a TAX Exempt certificate is unavailable.

Task	Units	U/M	Unit Price	Total
Mobilize	1124	LS	\$9.65	\$10,844.47
Build subgrade	1124	TF	\$12.02	\$13,509.33
Build track	1124	TF	\$20.95	\$23,547.32
Surface & dress	1124	TF	\$12.29	\$13,808.91
			TOTAL	\$61,710.02

Exceptions:

- All materials will be provided by Owner.
- No bridge work of any kind included.
- We have not included any ditching, and/or silt fences in our proposal.
- We have not included any construction of drainage structures in our proposal.
- We have not included geotextile fabric and/or pipe under drains in our proposal.
- We have not included engineering design, construction drawings, and/or as built drawings in our proposal. All design work, engineering and plans by others.
- We have not included construction staking in our proposal.
- We have not included any track bonding, grounding, insulated joints, and rail welding of any rail in track. This exclusion also applies to rail in road crossings and track on concrete approaches.
- All tracks will be field measured and paid at established unit pricing.
- All other bid items to be paid in accordance to the established unit rates.
- We have not included a performance/payment bond, any type of taxes, and/or any type of permits in our proposal.
- No signal work for road crossing is included. We have not included furnishing signs of any type such as: railroad signs and highways signs in our proposal.

Dallas Office
Ennis, TX
(972) 878-2232

Amarillo, TX
(806) 383-2591

San Antonio, TX
(210) 333-3714

Corp. Office
Ennis, Texas
(972) 875-6565

Shreveport, LA
(318) 222-2735

Broken Arrow, OK
(918) 251-9106

Little Rock, AR
(501) 568-4144

Ft. Worth, TX
(817) 338-9677

Schriever, LA
(985) 447-7091

Sulphur, LA
(337) 527-7992

ESTABLISHED 1968
100% EMPLOYEE-OWNED

Saraland, AL
(251) 679-0088

Memphis, TN
(901) 942-0212

Kansas City, KS
(913) 764-7055

AREA OFFICE
P. O. Box 924043
Houston, TX 77292-4043
Phone (713) 681-0586
Fax (713) 686-8431

- No demolition or disposal or the removal and replacement of any concrete or asphalt in our proposal.
- No drainage, concrete or pipe work included.
- No underground utilities, storm, sanitary sewer or concrete work is included.
- We have not included an office trailer, telephone, utilities, etc. in our proposal.
- We have not included the removal and/or relocation of any buildings, foundations, utilities, encasements, fiber optics, etc. in our proposal.
- We have not included any special wages and/or union wages or union labor in our proposal.
- We have not included any major items of work not specifically noted on drawings or listed in the specifications in our proposal.

Trac-Work, Inc. insist our bid letter be made part of any contract or purchase order. Trac-Work, Inc. will not be responsible for encountering any overhead or underground utilities while performing any of the above described work. Any work or materials not specifically mentioned above are hereby excluded. No bonds, permits, fees or additional railroad insurances are included unless otherwise noted in this proposal.

This bid is good for fourteen days and is based on straight time, open shop labor, Monday through Friday, with an eight-hour work window of uninterrupted work due to rail traffic unless otherwise noted in this proposal. Payment of all invoices will be due 30 days upon receipt of invoice.

Sincerely,

Joe Sanchez

Joe Sanchez
Trac-Work, Inc. - Area Manager

Acceptance of Quotation:

The above described scope of work, specifications, conditions, prices, etc. Are satisfactory and are hereby accepted. Trac-Work, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Accepted by:

Signature

Date of Acceptance

PO#

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P. O. Box 924043
Houston, TX 77292-4043
Phone (713) 681-0586
Fax (713) 686-8431

January 28, 2016

City of Opelika, AL

RE: Small gauge railroad tracks

To Whom It May Concern:

The installation, construction, maintenance and repairs of small gauge railroad tracks, commonly referred to as "miniature trains" is a specialty area of track construction. They are most commonly seen in amusement parks, carnivals, zoos, large city parks and other similar types of recreation enterprises. The gauge, spacing and placement of miniature tracks are different from full size, commercial tracks and requires a unique knowledge of the how these tracks are constructed and maintained.

Trac-Work, Inc. has over 40 years of experience working with these types of tracks and specializes in their construction, maintenance and repairs. Listed below are just a few of the projects with these specialty tracks that Trac-Work, Inc. has constructed and regularly performs maintenance and repairs on.

- Hermann Park/Houston Zoo train – Houston, TX
- Kemah Boardwalk – Kemah, TX
- Landry's Restaurants – Downtown Aquarium complex – Houston, TX
- Breckenridge park – San Antonio, TX
- Living Stones Church Amusement Center – Alvin, TX

It is vital for the safety of the riders and operators of "miniature" tracks that the rail contractor building and maintaining these tracks be proficient and knowledgeable of the specific requirements for these type of tracks. Trac-Work Inc. has the experience, knowledge and attention to detail that ensures that everyone has a safe, fun experience.

If you need any further information, please contact me at 713-681-0586.

Thank you,

Joseph Sanchez

Joseph Sanchez
Area Manager
Trac-Work, Inc.

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CITY OF OPELIKA
Sole Source Justification

DEPARTMENT _____

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE _____

VENDOR _____

PRODUCT/SERVICE _____

Estimated annual expenditure for the commodity or service \$ _____

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). _____
2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). _____
3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) _____
4. This is the only known item or service that will meet the specialized needs of the _____ Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) _____
5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) _____
6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. _____

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

DEPARTMENT HEAD SIGNATURE _____

DEPARTMENT/DIVISION/DATE _____

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) _____

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____

ORDINANCE NO. (ID # 1517)

Amend, City Code, Chapter 2 Article IV, Add Sec 2-150 & 2-151, Competitive Bidding - 2Nd Reading

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA BY ADDING SECTIONS 2-150 AND 2-151 TO ARTICLE IV OF CHAPTER 2; ESTABLISHING STANDARDS FOR COMPETITIVE BIDDING AND PROVIDING FOR GEOGRAPHICAL PREFERENCES

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

Section 1. **Amendment.** That Article IV of Chapter 2 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding two (2) sections; to be numbered Sections 2-150 and 2-151, which said sections shall read as follows:

Sec. 2-150. Competitive bidding.

All procurements of materials, equipment, supplies, other personal property, labor, services and public works shall comply with applicable state competitive bidding laws. Contracts for public works are governed by Title 39, *Code of Alabama*, 1975. Procurements of labor, services, work, material, equipment, supplies or other personal property are governed by Title 41, *Code of Alabama*, 1975. All procurements by competitive bids or proposals shall be awarded to the lowest responsible bidder and in determining such lowest responsible bidder, there shall be taken into consideration in addition to price, the following:

1. The qualities of the commodities proposed to be supplied;
2. Their conformity with specifications;
3. The purposes for which required;

4. Terms of delivery;
5. Transportation charges; and
6. Dates of delivery.

Sec. 2-151. Geographical preferences.

(a) Local preferences. The boundaries of the Core Based Statistical Area (CBSA) in which the City of Opelika is located are hereby established as the boundaries of the local preference zone of the City. In the event a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm or corporation deemed to be a responsible bidder, having a place of business within the local preference zone, and the bid is no more than five percent (5%) greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, provided the negotiated price is lower than the bid price.

(b) State preferences. Notwithstanding subsection (a), in the event the lowest bid for an item of personal property or services to be purchased or contracted for is received from a foreign entity, the awarding authority may award the contract to a responsible bidder whose bid is no more than ten percent (10%) greater than the foreign entity if the bidder has a place of business within the local preference zone or is a responsible bidder from a business within the state that is a woman-owned enterprise, an enterprise of small business, as defined in §25-10-3, *Code of Alabama*, a minority-owned business enterprise, a veteran-owned business enterprise or a disadvantaged-owned enterprise. For the purposes of this subsection, “foreign entity” means a business entity that does not have a place of business within the state.

Section 2. **Severability Clause.** 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 such holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. **Conflict.** All ordinances or parts thereof which are in conflict with the provisions of this ordinance are hereby repealed in their entirety to the extent of such conflict.

Section 4. **Effective Date.** This ordinance shall become effective upon its passage 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 _____, 2016.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 104-16-ORD

Amend City Code, Section 9-31.1, International Fire Code - 2Nd Reading.

ORDINANCE NO. _____

**ORDINANCE TO AMEND THE INTERNATIONAL FIRE CODE BY DELETING
SECTION D107 THEREOF**

WHEREAS, pursuant to Ordinance No. 134-12, adopted on December 18, 2012, the City of Opelika, Alabama, (the “City”) adopted by reference the International Fire Code published by the International Code Council, being particularly the 2012 edition thereof; and

WHEREAS, pursuant to Ordinance No. 100-14, adopted on January 7, 2014, the City Council amended Section D-107.1 of the International Fire Code by adding Section 9-31.1 of the *City Code*; and

WHEREAS, pursuant to the authority granted by §11-45-8(c) of the *Code of Alabama*, 1975, as amended, the City Council desires to amend of the International Fire Code by deleting Section D-107.

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

Section 1. **Amendment.** That Section 9-31.1 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended as follows:

Sec. 9-31.1 Modifications and Amendments to International Fire Code.

The International Fire Code hereby adopted shall be modified and amended as follows:

Section D107: This section is hereby deleted.

Section 2. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the section 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 decision 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 or sentence or word of this Ordinance or the section 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 portions of this Ordinance and the section hereby adopted independent of the elimination therefrom of such portion that may be declared invalid.

Section 5. **Effective Date.** This Ordinance 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, 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 _____, 2016.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 1538)

Set Date for Election of Municipal Officials & Other Requirements - 1St Reading.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE
ELECTION OF MUNICIPAL OFFICERS

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

Section 1. Pursuant to §11-46-21 of the *Code of Alabama* (1975), a municipal election shall be held on Tuesday, August 23, 2016 for the purpose of electing a Mayor and City Council Place Numbers 1, 2, 3, 4, and 5.

Section 2. All registered and qualified electors of the state who reside within the corporate limits of the City of Opelika, Alabama and have resided therein for thirty (30) days or more immediately preceding the date of such election and who are qualified to vote in the county precinct which embraces and covers that part of the corporate limits of the City of Opelika in which the elector resides, will be authorized to participate in said election.

Section 3. That the polls shall be opened on the day of said election from 7:00 a.m. until 7:00 p.m. at the voting places in the City of Opelika, Alabama, designated as follows, to-wit:

WARD NO.

LOCATION OF VOTING PLACE

1

Covington Community Center
213 Carver Avenue

2

Opelika Learning Center
(formerly Old Jeter School)

214 Jeter Avenue

3

Opelika Community Center

1102 Denson Drive

4

East Alabama Medical Center

Health Resource Center

2027 Pepperell Parkway

5

Opelika Sportsplex

1001 Andrews Road

Absentee Ballot Box

City Clerk's Office

Municipal Building

204 South 7th Street

Section 4. The Mayor is hereby authorized, directed and empowered to give notice of the time and purpose of such municipal election by publication one (1) time on July 5, 2016, in The Opelika-Auburn News, a newspaper of general circulation in the City.

Section 5. Candidates may begin qualifying for office on Tuesday, July 5, 2016. The last day on which a candidate may qualify by filing a statement of candidacy with the City Clerk shall be Tuesday, July 19, 2016.

Section 6. The Absentee Election Manager shall accept applications by qualified electors for absentee ballots from Tuesday, August 9, 2016, until Thursday, August 18, 2016, at 5:00 p.m., Central Daylight Time.

Section 7. The Council shall meet in the Council Chambers in the Municipal Building at 12:00 noon on Tuesday, August 30, 2016, for the purpose of canvassing the results and declaring the results of the election. The record of the results of the election shall be recorded in the

minutes and proceedings of the Council and when so recorded shall be conclusive evidence of the matters therein stated and the validity of the election unless contested as required by law.

Section 8. That a run-off election, if required, shall be held on Tuesday, October 4, 2016.

Section 9. If a run-off election is required, the Council shall meet in the Council Chambers in the Municipal Building at 12:00 noon on Tuesday, October 11, 2016, for the purpose of canvassing the results and declaring the results of the run-off election. The record of the results of the run-off election, if required, shall be recorded in the minutes and proceedings of the Council and when so recorded shall be conclusive evidence of the matters therein stated and the validity of the run-off election, unless contested as required by law.

Section 10. Except as otherwise specifically provided herein, said municipal election and run-off, if required, shall be conducted, the votes canvassed, and the results declared in the same manner as provided by Chapter 46, Title 11 of the *Code of Alabama* (1975, as amended).

Section 11. This Ordinance shall take effect as provided by law and shall be implemented pursuant to the provisions of Chapter 46, Title 11 of the *Code of Alabama* (1975, as amended).

Section 12. The City Clerk is hereby authorized, directed and empowered to cause this Ordinance to be published one (1) time in The Opelika-Auburn News, a newspaper published in and of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 1545)

Change SW Name to Opelika Enviromental Services.

ORDINANCE NO. _____

**ORDINANCE CHANGING THE NAME OF THE SOLID WASTE DIVISION OF THE
CITY OF OPELIKA TO OPELIKA ENVIRONMENTAL SERVICES**

WHEREAS, the Solid Waste Division is an unincorporated division of the City of Opelika created to provide solid waste disposal services; and

WHEREAS, the City Council desires to change the name of the Solid Waste Division to Opelika Environmental Services.

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

Section 1. **Name Change.** That the name “Solid Waste Division” is hereby changed to “Opelika Environmental Services”.

Section 2. **Administrative Supervision by Mayor.** That the Mayor and his designees shall exercise administrative supervision and control over the operations of Opelika Environmental Services.

Section 3. **References in City Code.** That references to “Solid Waste Division” or similar terms throughout the *Code of Ordinances* of the City of Opelika shall be changed to and shall mean “Opelika Environmental Services”.

Section 4. **Severability Clause.** If any clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said section shall not affect any other section, clause or provision of this ordinance which is not in or of itself invalid or unconstitutional.

Section 5. **Conflict.** All ordinances or parts thereof which are in conflict with the provisions of this ordinance are hereby repealed.

Section 6. **Effective Date.** This ordinance shall become effective upon its passage and publication as required by law.

Section 7. **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 _____, 2016.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:
