



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
June 21, 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
4. PLEDGE OF ALLEGIANCE
5. READING OF MINUTES
 1. Minutes for the 6-07-16 Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Building Permit Report, May 2016 - Inspection.
 2. Proclamation in recognition of Jackie Robinson's retirement.
 3. Proclamation in recognition of David Horton's retirement.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request by Main Street, Temporary Street Closure, July 15Th.
 2. Public Hearing for Demolition - 1111 Magnolia Street
 3. Public Hearing Weed Abatement Assessment - 2100 Austell St.
 4. Public Hearing Weed Abatement Assessment - 204 S 1St Place
 5. Public Hearing Weed Abatement Assessment - 709 India Rd.
12. AWARDING OF BIDS
13. RESOLUTIONS
 1. Order a Demolition - 600 Meadow Avenue - Tabled.
 2. Order a Demolition - 1003 Alton Court - Inspection. - Tabled
 3. Order a Demolition - 806 Powledge Avenue - Tabled.
 4. Expense Reports from Various Depts.
 5. Designate City Personal Property Surplus & Authorize Disposal

6. Purchases from CDW Government LLC, State of AL Contract T637 - IT
 7. Purchase from Dell Marketing LP, AL State Contract - IT
 8. Authorizing a Demolition - 1111 Magnolia Street
 9. Weed Abatement Assessment - 2100 Austell St.
 10. Weed Abatement Assessment - 204 S 1St Place
 11. Weed Abatement Assessment - 709 India Rd.
 12. Change Order, Harmon Engineering, Additional Soil Removal - Admin.
 13. Apply for the 2016 Byrne Justice Assistance Grant - OPD
 14. Agreement, Sportsplex Connector Road, Barrett-Simpson Eng. Services - Eng.
 15. Agreement with National Directory Assistance, Operator Service - OPS
 16. Agreement with National Directory Assistance, Directory Service - OPS
 17. Authorizing Engagement Letter with Melton Espy & Williams - Admin.
-
14. ORDINANCES
 1. Sale 3 Lots on Geneva / Revised Ord. - 1St Reading.
-
15. APPOINTMENTS
-
16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1733)

Meeting: 06/21/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1733

Minutes for the 6-07-16 Council Meeting.



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

June 7, 2016

TIME: 7:00 PM

1. Call to Order

President Smith called this council meeting to order at 7:00pm and asked Mr. Shuman to call the roll. All council members were present.

2. Roll Call

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

3. Invocation

Councilman Smith T provided the invocation.

4. Pledge of Allegiance

Boy Scout Bradon Gregory lead the Pledge of Allegiance. His dad David Gregory was present as well and assisted in leading the Pledge.

5. Reading of Minutes

1. City Council Minutes from the 5-17-16 Council Meeting.

Mr. Shuman distributed a revised set of minutes during the work session prior to the council meeting. The revised minutes included changes recommended by Guy Gunter, City Attorney. Ms Jones asked that the word Fund be changed to Fun in Section 7, paragraph no. 8. and King Street be changed to Auburn Street in Section 8. paragraph no. 1.

RESULT: APPROVED [UNANIMOUS]

AYES: Jones, Gray, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded everyone present that there would a march against violence on Saturday, June 11th. Mayor Fuller called on Councilman Gray to provide additional details. Mr. Gray stated we will start organizing at 8am at Bethesda Baptist Church at 201 S. 4th Street and the march would start at 9am. Mr. Gray stated the first 100 marchers to show up will get a T-shirt and showed one of the T-shirts to everyone present.

1. Special Recognition of Thaddeus Jones.

Mayor Fuller presented a special performance award to Thaddeus Jones of OPS for his excellent service he provided to one of the OPS customers who wrote a letter to the Mayor explaining what a first class job Thaddeus had done.

2. Proclamation Recognizing Future Business Leaders of America Winners.

Mayor Fuller presented a proclamation to three OHS students that are winners with the Future Business Leaders of America (FBLA) organization. All three will be traveling to Atlanta to compete in a national FBLA competition and are looking for contributions to OHS-FBLA to assist in covering the cost of their trip. Councilman Gray stated he would pledge \$100 to help in covering their travel expenses to Atlanta. Mr. Gray also thanked Oscar Penn for his assistance in making this special recognition happen.

8. Citizen Communications

(Limit comments to five minutes or less)

Jean Hill with the Exception Outreach Board thanked the City for their special appropriation so local youth with special needs could participate in summer camp from June 1st through July 22nd. Two youth, Amy Hill and Dillon Smith were with Jean and explained the activities they like to compete in and the medals they won.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by Main Street; Temporary One-Way Street., Farmers Market.

RESULT: APPROVED [UNANIMOUS]

MOVER: Larry Gray, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Public Hearing Weed Abatement Assessment - 502 M L King Blvd

President Smith opened this public hearing asking if there was anyone present that would like to speak for or against this weed assessment. No one came forward to speak. President Smith closed this public hearing.

3. Public Hearing Weed Abatement Assessment - 225 Vero Ct.

President Smith opened this public hearing asking if there was anyone present that would like to speak for or against this weed assessment. No one came forward to speak. President Smith closed this public hearing.

4. Public Hearing Weed Abatement Assessment - 229 Vero Ct.

President Smith opened this public hearing asking if there was anyone present that would like to speak for or against this weed assessment. No one came forward to speak. President Smith closed this public hearing.

5. Public Hearing Weed Abatement Assessment - 12 E Johnson Ave

President Smith opened this public hearing asking if there was anyone present that would like to speak for or against this weed assessment. No one came forward to speak. President Smith closed this public hearing.

6. Public Hearing Weed Abatement Assessment - 1109 Magnolia St.

President Smith opened this public hearing asking if there was anyone present that would like to speak for or against this weed assessment. No one came forward to speak. President Smith closed this public hearing.

7. Public Hearing for Demolition - 806 Powledge Avenue

President Smith opened this public hearing asking if there was anyone present that would like to speak for or against this demolition. No one came forward to speak. President Smith closed this public hearing.

8. Public Hearing, Project Agreement, Village at Hamilton Lake - ED.

President Smith opened this public hearing asking if there was anyone present that would like to speak for or against this project agreement. No one came forward to speak. President Smith closed this public hearing.

12. Awarding of Bids

1. Bids Gasoline & Ultra Low Sulfur #2 Diesel Fuel - PW/AS

RESULT: REMOVED FROM AGENDA [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Bids 117-16 Custodial Services for Sportsplex - P&R

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

13. Resolutions

1. Resolution Resolution for Demolition - 600 Meadow Avenue - Tabled.
This resolution is to remain Tabled till the next council meeting.
2. Resolution Order a Demolition - 1003 Alton Court - Inspection. - Tabled
This resolution is to remain Tabled to the next council meeting.
3. Resolution 118-16 Expense Reports from Various Departments.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
4. Resolution 119-16 Travel Advancement for Shane Childs - OPS.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
5. Resolution 120-16 Travel Advancement for Zach Hester - OPS.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 121-16 Designate City Personal Property Surplus & Authorize Disposal
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 122-16 Purchase a 2014 Chevy Tahoe from the OIDA - OPS
RESULT: **APPROVED [4 TO 0]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSTAIN: Patricia Jones
8. Resolution 123-16 Emergency Repair, Westside Sewer Plant - PW
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 124-16 Emergency Repair, Saugahatchee Lift Station - PW

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 125-16 Weed Abatement Assessment - 502 M L King Blvd
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 126-16 Weed Abatement Assessment - 225 Vero Ct.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
12. Resolution 127-16 Weed Abatement Assessment - 229 Vero Ct.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolution 128-16 Weed Abatement Assessment 12 E Johnson Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
14. Resolution 129-16 Weed Abatement Assessment - 1109 Magnolia St.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
15. Resolution Resolution for Demolition - 806 Powledge Avenue
RESULT: **TABLED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
16. Resolution 130-16 Authorization to Charge a Zoning Certificate Fee
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
17. Resolution 131-16 Project Development Agreement, Village at Hamilton Lake - ED.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
18. Resolution 132-16 Denying Business License Application, Sole Journey LLC, 711 S. 4Th Street - Revenue
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
19. Resolution 133-16 Denying Business License Application, Sole Journey LLC, 300 Columbus Parkway - Revenue.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
20. Resolution 134-16 Agreement for Professional Engineering Services with CEngS - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
21. Resolution 135-16 Agreement with Alabama Power, Line Crossing - OPS.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
22. Resolution 136-16 Expense Report for Eddie Smith
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
14. Ordinances
1. Ordinance 115-16-ORD Sale 3 Lots on Geneva / Old Twin City Building - 2Nd Reading.
RESULT: **SECOND READING AND APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
15. Appointments
There were no appointments.
16. Adjourn
These City Council meeting minutes of _____ are hereby adopted and approved this the ____ day of _____, 2016.

/s/

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/

City Clerk - Treasurer

1. Motion to Adjourn.

This council meeting ended at 7:40pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

Attachment: CM 6-21-16, minutes for 6-07-16 CM (1733 : Minutes for the 6-07-16 Council Meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/21/16 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 1741)

DOC ID: 1741

Building Permit Report, May 2016 - Inspection.



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Monthly Permits For May, 2016

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	7	2
Plumbing Upgrades	5	3
Electrical Upgrades	6	9
Mechanical Upgrades	7	6
Reroofs And Roof Repairs	0	0
Mobile Home Services	0	13
Building Additions/Accessory Structures	0	0

Monthly Totals For May 2007-2016

2007	\$6,805,572.00
2008	\$9,108,385.00
2009	\$2,554,037.00
2010	\$3,217,825.00
2011	\$2,759,798.00
2012	\$16,046,121.00
2013	\$4,745,960.00
2014	\$13,413,519.00
2015	\$5,351,562.00
2016	\$5,538,628.50

INSPECTION REQUEST TOTAL

0

Total Permits Issued:

2	New Buildings: Commercial	\$1,673,840.00
2	Commercial Renovations And Repairs	\$66,000.00
2	Signs	\$7,000.00
15	New Single Family Homes	\$3,507,128.50
7	Residential Repairs And Renovations	\$284,660.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
28	Total Building Permits Issued	\$5,538,628.50

0	Total Permits Issued For May, 2016	\$5,538,628.50
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TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector

Attachment: May 2016 Building Permits (1741 : May 2016 Building Permit Report)



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Year To Date Report - 2016

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	3	2
Building Repairs	50	47
Plumbing Upgrades	21	40
Electrical Upgrades	46	94
Mechanical Upgrades	22	30
Reroofs And Roof Repairs	13	24
Mobile Home Services	0	13
Building Additions/Accessory Structures	1	35

Yearly Totals For Oct. 1st - Sept. 30th	
2007	\$129,263,598.00
2008	\$127,407,288.00
2009	\$67,359,271.00
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$192,080,600.00
2016	\$45,307,138.50

INSPECTION REQUEST TOTAL 3,121

21	New Buildings: Commercial	\$11,059,467.00
58	Commercial Renovations And Repairs	\$7,668,797.00
18	Signs	\$273,914.00
97	New Single Family Homes	\$23,517,597.50
118	Residential Repairs And Renovations	\$278,763.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
312	Total Building Permits Issued	\$45,307,138.50

808

Permit Total Issued for FY 2016

\$45,307,138.50


Jeff Kappelman
Chief Building Inspector

Attachment: May 2016 Building Permits (1741 : May 2016 Building Permit Report)

Monthly Detail Report - May 2016

Issue Date	Company	Permit Type	Work Class	Main Address	Valuation
5/26/2016	DARREN DEAN	Building - Residential	Accessory Buildings	800 LAKESHORE AVE	\$5,000.00
5/13/2016	DAMON WALLACE	Building - Residential	Accessory Buildings	3101 WAVERLY PKWY	\$11,900.00
5/16/2016	CHARMEL CONSTRUCTION CO	Building - Residential	Addition	1512 KILGORE CIR	\$12,300.00
5/19/2016	ARROWHEAD CONSTRUCTION CO LLC	Building - Residential	Addition	902 OAK BOWERY RD	\$30,000.00
5/26/2016	THE WORTHY GROUP	Building - Residential	Addition	3212 QUAIL RUN	\$15,000.00
5/9/2016	ARROWHEAD CONSTRUCTION CO LLC	Building - Residential	Addition	902 OAK BOWERY RD	\$165,000.00
5/20/2016	GOLD HILL CONSTRUCTION	Building - Residential	Alteration	100 N 18TH PL	\$9,075.00
5/26/2016	HOLLAND HOMES LLC	Building - Residential	Alteration	206 PRESTON CIR	\$48,785.00
5/16/2016	ALAN YATES CONSTRUCTION	Building - Residential	Alteration	807 FORESTDALE CT	\$4,500.00
5/23/2016	INFINITY GROUP LLC, THE	Building - Commercial	Building Shell	3794 PEPPERELL PKWY	\$885,940.00
5/12/2016	EAST ALABAMA ELECTRIC INC	Building - Residential	Mobile Home – Setup New	1509 FREDERICK RD 018	\$450.00
5/11/2016	J&C ELECTRICAL CO	Electrical - Residential	Mobile Home Service	300 N UNIROYAL RD 24	\$500.00
5/3/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	2103 WAVERLY PKWY 56	\$450.00
5/12/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	1509 FREDERICK RD 052	\$450.00
5/3/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	2103 WAVERLY PKWY 45	\$450.00
5/11/2016	J'S ELECTRIC	Electrical - Residential	Mobile Home Service	3503 MARVYN PKWY 016	\$500.00
5/3/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	2103 WAVERLY PKWY 46	\$450.00
5/3/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	2103 WAVERLY PKWY 13	\$450.00
5/12/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	1509 FREDERICK RD 029	\$450.00
5/12/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	1509 FREDERICK RD 078	\$450.00
5/3/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	2103 WAVERLY PKWY 90	\$450.00
5/23/2016	SWATTS ELECTRIC	Electrical - Residential	Mobile Home Service	500 CRAWFORD RD 423	\$700.00
5/3/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	2103 WAVERLY PKWY 19	\$450.00
5/3/2016	EAST ALABAMA ELECTRIC INC	Electrical - Residential	Mobile Home Service	2103 WAVERLY PKWY 54	\$450.00
5/6/2016	DONALD H ALLEN DEVELOPMENT INC	Building - Commercial	New	801 WILLIAMSON AVE	\$787,900.00
5/19/2016	DILWORTH DEVELOPMENT INC	Building - Residential	New Single Family Attached	2101 SOCIAL CIR	\$246,399.00
5/19/2016	DILWORTH DEVELOPMENT INC	Building - Residential	New Single Family Attached	2103 SOCIAL CIR	\$246,399.00
5/19/2016	DILWORTH DEVELOPMENT INC	Building - Residential	New Single Family Attached	2107 SOCIAL CIR	\$246,399.00
5/19/2016	DILWORTH DEVELOPMENT INC	Building - Residential	New Single Family Attached	2105 SOCIAL CIR	\$246,399.00
5/19/2016	CONNER BROTHERS CONSTRUCTION	Building - Residential	New Single Family Detached	3510 DOUBLE EAGLE LN	\$174,005.00
5/5/2016	RIVERCHASE HOME LLC	Building - Residential	New Single Family Detached	1202 LIVE OAK CIR	\$272,252.00
5/5/2016	CONNER BROTHERS CONSTRUCTION	Building - Residential	New Single Family Detached	3508 DOUBLE EAGLE LN	\$176,225.00
5/5/2016	BUILDERS PROFESSIONAL GRP LLC	Building - Residential	New Single Family Detached	2702 SAMANTHA LN	\$152,199.00
5/13/2016	BUILDERS PROFESSIONAL GRP LLC	Building - Residential	New Single Family Detached	2802 SAMANTHA LN	\$221,150.00
5/5/2016	CONNER BROTHERS CONSTRUCTION	Building - Residential	New Single Family Detached	3512 DOUBLE EAGLE LN	\$190,847.00
5/26/2016	CONNER BROTHERS CONSTRUCTION	Building - Residential	New Single Family Detached	3720 QUAIL TRCE	\$267,266.00
5/12/2016	BUILDERS PROFESSIONAL GRP LLC	Building - Residential	New Single Family Detached	2709 SAMANTHA LN	\$233,253.50
5/13/2016	BUILDERS PROFESSIONAL GRP LLC	Building - Residential	New Single Family Detached	404 MEGHAN CT	\$248,166.00
5/13/2016	BUILDERS PROFESSIONAL GRP LLC	Building - Residential	New Single Family Detached	2705 SAMANTHA LN	\$272,644.00
5/12/2016	BUILDERS PROFESSIONAL GRP LLC	Building - Residential	New Single Family Detached	2805 SAMANTHA LN	\$152,236.00
5/17/2016	GRAYHAWK HOMES INC	Building - Residential	New Single Family Detached	3606 MAPLE CREEK CT	\$156,303.00
5/5/2016	RIVERCHASE HOME LLC	Building - Residential	New Single Family Detached	1204 LIVE OAK CIR	\$253,800.00

5/26/2016	CLEARWATER HOMES LLC	Building - Residential	New Single Family Detached	4506 PEBBLE SHORE DR	\$289,560.00
5/12/2016	ADAMSON CONSTRUCTION GROUP LLC	Building - Residential	New Single Family Detached	401 GUINEVERE CT	\$313,919.00
5/17/2016	J W ELECTRIC, LLC	Electrical - Residential	Service Upgrade	1102 WILLOW RUN	\$0.00
5/26/2016	EAST ALABAMA ELECTRIC INC	Electrical - Commercial	Service Upgrade	1401 FITZPATRICK AVE	\$250.00
5/18/2016	D RAY & CO	Electrical - Residential	Service Upgrade	3003 NORTHGATE DR	\$250.00
5/6/2016	WALLER ELECTRIC	Electrical - Commercial	Service Upgrade	405 S 10TH ST	\$10,000.00
5/4/2016	RONNIE GARNER ELECTRIC	Electrical - Residential	Service Upgrade	600 N 5TH ST	\$800.00
5/27/2016	NATIONAL SIGN OF TN. CORP	Building - Commercial	Signs	2035 INTERSTATE DR	\$3,000.00
5/27/2016	NATIONAL SIGN OF TN. CORP	Building - Commercial	Signs	2035 INTERSTATE DR	\$4,000.00
5/24/2016	BLUE HAVEN POOLS	Building - Residential	Swimming Pool	1200 CEDAR CREEK DR	\$49,000.00
5/31/2016	CCS CUPIDO'S CONTRACTING SERVICES	Building - Commercial	Tenant Build Out	2701 FREDERICK RD 202	\$28,000.00
5/5/2016	DONALD H ALLEN DEVELOPMENT INC	Building - Commercial	Tenant Build Out	2131 INTERSTATE DR	\$38,000.00
5/24/2016	Fisher's of Men Outreach	Miscellaneous	Tents	908 FOX RUN PKWY	\$0.00



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1742)

Meeting: 06/21/16 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1742

Request by Main Street, Temporary Street Closure, July 15Th.

Shuman, Robert

From: Pam Powers-Smith <director@opelikamainstreet.org>
Sent: Monday, June 13, 2016 11:27 AM
To: Shuman, Robert
Subject: street closure request

Hello! I'd like to make the following request for a new event we'll be trying in downtown Opelika.

On July 15, we'll be hosting our first Cruise-In At the Tracks. We'll be inviting cars from the 50s and 60s to park for downtown goers to stroll and look at.

We'd like to close the one block in front of Smith T Hardware from 5p-9p. So North Railroad Avenue between 8th and 9th streets. As a back up, we'd like to also ask for North Railroad Avenue between 8th and 7th streets, although I think we'll only have enough cars for the one block.

We will also be picking a date in September or October for Model A's to come out.

Thanks to everyone for their consideration.

Let me know of what else I need to do. Thank you so much! Pam

Opelika Main Street, Inc.
Director, Pam Powers-Smith
334.745.0466
PO Box 2464 - Opelika, AL 36803
Sign up for emails! www.OpelikaMainStreet.org
Like us! www.Facebook.com/OpelikaMainStreet

Attachment: CM 6-21-16, Main Street request temp. street closure (1742 : Request by Main Street, Temporary Street Closure, July 15Th.)



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1652)

Meeting: 06/21/16 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 1652

Public Hearing for Demolition - 1111 Magnolia Street

April 20, 2016

Dabbs Ventures, LLC
P.O. Box 4332
Opelika, AL 36803

Dabbs Ventures, LLC
c/o W. Gregory Ward, Registered Agent
301 N. Lanier Avenue #A
Lanett, AL 36863

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

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Dabbs Ventures, LLC is the owner of the real property described in this notice and Dabbs Ventures, LLC, is the entity last assessing the subject property for state taxes. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 1111 Magnolia Street, Opelika, AL 36801

Legal Description: Commencing at the intersection of the easterly margin of Auburn Street, with the southerly margin of Fruitland Street in the City of Opelika, Lee County, Alabama and thence South 73 degrees margin of Lake Street 21.2 feet to a point on the easterly margin of Lake Street now marked by an iron pin; thence South 39 degrees 05 minutes East 250.6 feet to a point on the northeasterly margin of Magnolia Street being the Point of Beginning; thence North 54 degrees 17 minutes East 161.8 feet thence South 43 degrees 24 minutes East for 96.2 feet; thence South 55 degrees 28 minutes West for 183.8 feet to the northeasterly margin of Magnolia Street; thence North 30 degrees 02 minutes West along the northeasterly margin of Magnolia Street 91.9 feet to the Point of Beginning, shown by blueprint of plat of survey dated August 3, 1955 signed by F.M. Hudson, Surveyor.

Parcel Identification Number: 43-10-04-18-2-001-021.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on March 29, 2016. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

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

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

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, June 21, 2016, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the

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

You will further take note that

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

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

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

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

DATED this the ____ day of April, 2016.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

**Dabbs Ventures LLC
P.O. Box 4332
Opelika, AL 36801**

**Dabbs Ventures, LLC
c/o W. Gregory Ward, Registered Agent
301 N. Lanier Avenue #A
Lanett, AL 36863**

Parcel #: 10-04-18-2-001-021.000
Property Address: 1111 Magnolia Street
Opelika, AL 36801

Date of Notice: April 20, 2016

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika.

The repairs needed are listed below but not limited to the following:

Exterior:

- Replace all deteriorated siding, trim, soffit, and fascia boards.
- Replace all windows.
- Scrape, prime and paint the exterior of building.

Electrical:

- Upgrade the electrical service.
- Rewire the entire building, including the required smoke detectors inside all bedrooms, and CO/smoke detectors outside each bedroom. Electrical permit required.

Interior:

- Replace all damaged floor joists, ceiling joists, rafters and wall studs.
- Replace all walls, floors and floor coverings, and ceilings.
- Install new HVAC equipment for both units. - HVAC permit required.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 20th Day of April, 2016.

Sincerely,

David R. Chapman
Building Inspector

1111 Magnolia Street



Attachment: Photos of 1111 Magnolia St. (1652 : Public Hearing for Demolition - 1111 Magnolia Street)



Attachment: Photos of 1111 Magnolia St. (1652 : Public Hearing for Demolition - 1111 Magnolia Street)





City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1736)

Meeting: 06/21/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1736

Public Hearing Weed Abatement Assessment - 2100 Austell St.

WEED ABATEMENT INVOICE**Date: 06/10/2016****To: Bank of America
7105 Corporate Dr.
Plano, TX. 75024****Property Address:
2100 Austell St.
Opelika AL. 36801
Parcel:
#03-09-31-3-000-181.000**

On May 2, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 390.00

Certified mail: 12.98

Misc.

Total 402.98

Attachment: WEED INVOICE (1736 : Public Hearing Weed Abatement Assessment - 2100 Austell St.)

To: Bank of America
7105 Corporate Dr.
Plano, TX. 75024

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
2100 Austell St., Parcel 43-03-09-31-3-000-181.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 2100 Austell St., Parcel No. 181.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$402.98.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 21th day of June, 2016.

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

Dated this the 10th day of June, 2016.

Jerry Bush
Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, (1736 : Public Hearing Weed Abatement Assessment - 2100 Austell St.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/21/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush

Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 1734)

DOC ID: 1734

Public Hearing Weed Abatement Assessment - 204 S 1St Place

WEED ABATEMENT INVOICE**Date: 06/10/2016****To: Susan Sullivanne
1980 Canary Dr.
Auburn Al. 36830****Property Address:
204 S 1st. Place
Opelika, Al. 36801
Parcel #
10-03-08-2-002-094.001**

On April 25, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>87.50</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>100.48</u>

Attachment: WEED INVOICE (1734 : Public Hearing Weed Abatement Assessment - 204 S 1St Place)

To: Susan Sullivanne
 1980 Canary Dr.
 Auburn Al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 204 S 1st Place, Parcel 43-10-03-08-2-002-094.001**

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NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 204 1st Place, Parcel No. 094.001 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$100.48.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 21st day of June, 2016.

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

Dated this the 10th day of June, 2016.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, (1734 : Public Hearing Weed Abatement Assessment - 204 S 1st Place)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1738)

Meeting: 06/21/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1738

Public Hearing Weed Abatement Assessment - 709 India Rd.

WEED ABATEMENT INVOICE**Date: 06/09/2016****To: Ditech Financial LLC
7360 S Kyrene Rd.
Tempe Az. 85283****Property Address:
709 India Rd
Opelika Al. 36801
Parcel #10-03-06-2-000-042.011**

On May 5, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>437.50</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>450.48</u>

Attachment: WEED INVOICE (1738 : Public Hearing Weed Abatement Assessment - 709 India Rd.)

To: Ditech Financial LLC
 7360 S Kyrene Rd.
 Tempe Az. 85283

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 709 India Rd, Parcel 43-10-03-06-2-000-042.011**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 709 India Rd., Parcel No. 042.011 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$450.48.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 21th day of June, 2016.

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

Dated this the 10th day of June, 2016.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate (1738 : Public Hearing Weed Abatement Assessment - 709 India Rd.)

RESOLUTION NO. (ID # 1474)

Order a Demolition - 600 Meadow Avenue - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 600 MEADOW AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-04-18-3-001-001.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 600 Meadow Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-001-001.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, The Buryl C. Jones Revocable Trust is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Selwyn Jones, as Trustee of the Buryl C. Jones Revocable Trust, is the person last assessing the subject property for state taxes; and

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

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to The Beryl C. Jones Revocable Trust, Selwyn Jones, Trustee, 3640 Robert E Lee Drive, Millbrook, AL 36054; and

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

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

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

WHEREAS, Tuesday, February 16, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the buildings located at 600 Meadow Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, February 16, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 600 Meadow Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 600 Meadow Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-001-001.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 12 in Meadow Park Subdivision, Unit No. One, in the City of Opelika, Alabama, according to and as shown by a plat of Meadow Park Subdivision, Unit No. One, as the same appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3 at Page 39; together with all improvements thereon, and appurtenances thereunto appertaining.

Also being further described as Parcel Number 43-10-04-18-3-001-001.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract

for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2016.

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

ATTEST:

CITY CLERK

Cc: The Buryl C. Jones Revocable Trust
Selwyn Jones, Trustee
3640 Robert E. Lee Drive
Millbrook, AL 36054

RESOLUTION NO. (ID # 1607)

Order a Demolition - 1003 Alton Court - Inspection. - Tabled

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1003 ALTON COURT, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-09-06-13-4-001-044.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1003 Alton Court, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-06-13-4-001-044.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Marvin Dooley is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Paul Pollard is the person last assessing the subject property for state taxes; and

WHEREAS, Paul Pollard and AVCO Financial Services, Inc., are the mortgagees of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Paul Pollard, 1005 Alton Court, Opelika, AL 36801; AVCO Financial Services, Inc., 3715 Pepperell Parkway, Opelika, AL 36801 and Marvin Dooley, 515 Fox Run Parkway, #9A, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, May 17, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1003 Alton Court is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, May 17, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1003 Alton Court, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 1003 Alton Court, Opelika, Alabama, Parcel I.D. Number: 43-09-06-13-4-001-044.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot #13 and the East half of Lot #14, Block B, JOHNSTON SUBDIVISION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 3 at Page 57 in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-09-06-13-4-001-044.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2016.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Cc: Marvin Dooley
515 Fox Run Parkway, #6D
Opelika, AL 36801

Paul Pollard
1005 Alton Court
Opelika, AL 36801

AVCO Financial Services, Inc.
3715 Pepperell Parkway
Opelika, AL 36801



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)

RESOLUTION NO. (ID # 1720)

Order a Demolition - 806 Powledge Avenue - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 806 POWLEDGE AVENUE, OPELIKA, ALABAMA
36801, PARCEL ID NO.: 43-10-04-18-3-002-027.001 IN COMPLIANCE WITH
SECTIONS**

**11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.**

OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 806 Powledge Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-002-027.001, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, John Robert Brooks/Mattie Mann is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, John Robert Brooks is the person last assessing the subject property for state taxes; and

WHEREAS, Portfolio Recovery Associates, LLC, has a judgment lien on the subject property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to John Robert Brooks, 706 Powledge Avenue, Opelika, AL 36801 and Portfolio Recovery Associates, LLC, 120 Corporate Blvd, Suite 1, Norfolk, VA 23502; and

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

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

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

WHEREAS, Tuesday, June 7, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 806 Powledge Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, June 7, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 806 Powledge Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 806 Powledge Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-002-027.001, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

A certain house and lot, in the City of Opelika, Lee County, Alabama, containing one acre and more particularly described as follows: Commencing at an iron post joining what is known as the Dent lot, now owned by Mrs. G.L. Holleya and running south 320 feet; thence east 80 feet; thence north 320 feet; thence west 80 feet; to the beginning point, being a portion of a ten acre lot known as the Hurst lot, lying in the northwest corner of said ten acre lot.

Also being further described as Parcel Number 43-10-04-18-3-002-027.001, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract

for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2016.

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

ATTEST:

CITY CLERK

Cc: John Robert Brooks
706 Powledge Avenue
Opelika, AL 36801

Portfolio Recovery Associates, LLC
120 Corporate Blvd, Ste. 1
Norfolk, VA 23502

RESOLUTION NO. 137-16

Expense Reports from Various Depts.

RESOLUTION NO. _____

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

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

Employee	Department	\$ Amount
-----	-----	
Lou Malloy	Information Tech.	251.52
Joey Motley	Administration	642.75

-) 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

Name Joey Motley

DEPARTMENT

Department 00011100

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												0.0
MON												0.0
TUE												0.0
WED												0.0
THU												0.0
FRI												0.0
SAT 6/11/16	Orange Beach, AL	365.19				277.56						642.7
WEEKLY CATEGORY TOTALS \$		365.19	0.00	0.00	0.00	277.56	0.00	0.00	0.00	0.00	0.00	642.7

WEEKLY TOTAL EXPENSES

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

Agree To P.O. _____
 Exls Verified _____
 Footing Verified _____
 Inv. Price Bio Price _____
 Ok To Pay _____
 A/C # Verified _____

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

1

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

25%

NATURE OR PURPOSE OF TRAVEL

ACCMA 2016 Summer Conference Orange Beach, AL

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

Employee Joey Motley

Department Administration

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
6/8-6/10/16	257 miles x 2 = 514	277.56

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

NAME

Name

Lou Malloy

DEPARTMENT

Department

IT

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.
MON												0.
TUE												0.
WED												0.
THU												0.
FRI	Victoria BC	251.52										0.
SAT	DoubleTree By Hilton	251.52										251.52
1/16/16												
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	251.

WEEKLY TOTAL EXPENSES

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

Agree To P.O. _____
 Exts Verified _____
 Footing Verified _____
 Inv. Price Bio Price _____
 Ok To Pay _____
 A/C # Verified _____

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

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

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

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

Lou Malloy
 SIGNATURE

RESOLUTION NO. 138-16

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	Small Table	N/A

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

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

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. 139-16

Purchases from CDW Government LLC, State of AL Contract T637 - IT**RESOLUTION NO. _____**

WHEREAS, the City of Opelika is requiring more data storage to handle new video systems planned for the future; and

WHEREAS, Certain processor, data storage systems and data center network infrastructure needs to be upgraded in preparation; and

WHEREAS, CDW Government LLC is the vendor for Cisco System Equipment State Contract T637, line item #4013346; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to CDW Government LLC utilizing the State of Alabama Contract T637, line item #4013346.

Cisco Systems

Item	Qty.	Unit Price	Total
191 TB Isilon Storage Solution	1	\$106,658.57	\$106,658.57
Cisco Meraki MS420-24-HW 10G Switch	2	\$12,849.03	\$25,698.06
Cisco Meraki LIC-MS420-24-5YR License	2	\$2,142.00	\$4,284.00
Cisco MA-SFP 10Gb Fiber Transceiver	2	\$2,377.03	\$4,754.06
Cisco MA-CBL-TA-3m 3m Fiber Patch Cables	6	\$89.25	\$535.50

Cisco Meraki MS320-48fP-HW Switch	1	\$5,048.58	\$5,048.58
Cisco Meraki LIC-MS320-48FP-5YR License	1	\$841.93	\$841.93
Cisco Meraki 1025WAC Power Supply	1	\$862.75	\$862.75
Cisco Meraki SFP-H10G-CU3M 3m 10G Cables	28	\$73.41	\$2,055.48

Cisco TOTAL **\$150,738.93**

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government LLC in the total amount of \$150,738.93.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. 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

PROG ID: POCNBK3A

DATE: 02/02/16

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

NETWORKING/TEL PROD&SVS-CISCO
CONTRACT

T-NUMBER..... : T637
USAGE..... : STATEWIDE CONTRACT
PERIOD..... : SEPTEMBER 1, 2015 TO AUGUST 31, 2016
SOLICITATION NO : 2273610

CONTRACT BUYER..... : JENNIFER LORETZ

BUYER PHONE.. : (334) 242-7370 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 02/02/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 2

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS
REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

*
* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *
* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *
* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR *
* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *
* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *
* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *
* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *
*
* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *
*

SOLICITATION NUMBER : 2273610

PURPOSE:
ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR ALL STATE AGENCIES.
CONTRACT PRICES ARE AVAILABLE TO ALL LOCAL GOVERNMENTAL AGENCIES AND
SCHOOLS.

NOTE THAT THIS CONTRACT IS FOR CISCO, INC. NETWORK AND TELEPHONY
PRODUCTS AND SERVICES ONLY. ITEMS SUCH AS SERVERS AND ANY OTHER
NON-CORE NETWORK, TELEPHONY OR ENDPOINT DEVICES ARE NOT AVAILABLE.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 3

DEFAULT:
WHEN A VENDOR DEFAULTS ON A CONTRACT/PURCHASE ORDER, THE STATE CAN
PROCURE THE GOODS OR SERVICES FROM OTHER SOURCES AND HOLD THE VENDOR
RESPONSIBLE FOR ANY EXCESS IN PRICE/HANDLING. THE VENDOR MAY BE
BARRED FROM BIDDING FOR AN INDETERMINATE PERIOD PER THE CODE OF
ADMINISTRATIVE PROCEDURE.

FREIGHT:
BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN
THE BID PRICES.

IF EXPEDITED SHIPPING IS REQUESTED, THOSE CHARGES MAY BE PASSED ON
TO THE AGENCY. ANY EXPEDITED RATE CHARGES MUST BE SUBSTANTIATED
WITH WRITTEN DOCUMENTATION FROM THE COURIER OR USPS.

CONTRACT PERIOD:
ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND,
THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS
AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD,
IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST,
SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE
EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO
LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH
PERIOD.

BIDDABLE SITUATION:
BIDS MAY BE SOLICITED FOR ANY PRODUCT INCLUDED IN THIS CONTRACT WHERE

AN IMMEDIATE/EMERGENCY NEED EXISTS, INCLUDING LARGE QUANTITIES.
THE DECISION OF THE PURCHASING DIRECTOR AS TO WHAT CONSTITUTES A
BIDDABLE SITUATION SHALL BE FINAL AND SHALL NOT BE CONSTRUED AS A

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 4

BREACH OF CONTRACT.

THE STATE RESERVES THE RIGHT TO BID THE FINANCING OF A PROJECT
ASSOCIATED WITH A PURCHASE MADE FROM THIS CONTRACT.

QUOTE REQUIREMENT:

ALL QUOTES TO CONTRACT USERS SHALL INCLUDE THE CATALOG PRICE AS WELL
AS THE DISCOUNTED PRICE.

AN AWARDED BIDDER MAY OFFER VOLUME DISCOUNTS FOR LARGE QUANTITY
PURCHASES.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

PAGE: 5

CONTRACT NUMBER	VENDOR NUMBER NAME AND ADDRESS	CONTACT PERSON PHONE NUMBERS/FAX	TERMS AND DELIVERY
4013345	200089494-02 LEE INVESTMENT CONSULTANTS LLC 5296 OLD US HWY 278 EAST HOKES BLUFF AL 35903	SCOTT LEE 256-494-9080 800-494-9080	NET AS SPECIFIED *****
4013346	364230110-01 CDW GOVERNMENT LLC 230 N. MILWAUKEE AVE VERNON HILLS IL 60061	AMANDA EWERTOWSKI 847-371-5800 800-808-4239	NET 2-10 DAYS ARO
4013348	462359490-02 NET-FIT SOLUTIONS, INC. 5308 S BROKEN BOW DR BIRMINGHAM AL 35242	FREDERIC THERRIEN 205-423-5962	NET AS SPECIFIED
4013349	621543977-00 DIGITAL CONNECTIONS INC DIGITAL CONNECTIONS INC 805 TEAL DRIVE GALLATIN TN 37066	TERRY WILLIAMS 800-264-6564 800-264-6564	NET 15-30 DAYS ARO
4013350	631200720-00 INFORMATION TRANSPORT SOLUTIONS INC 335 JEANETTE BARRETT INDUSTRIAL BLVD. WETUMPKA AL 36092	STEVEN MEANY 334-567-1993 866-512-8324	NET 30 DAYS ARO

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

PAGE: 6

CONTRACT NUMBER	VENDOR NUMBER NAME AND ADDRESS	CONTACT PERSON PHONE NUMBERS/FAX	TERMS AND DELIVERY
4013351	631247749-04 TEKLINKS 201 SUMMIT PARKWAY BIRMINGHAM AL 35209	MICHAEL GIROUARD 205-314-6639	NET AS SPECIFIED
4013352	640728831-06 GKR SYSTEMS DBA/VENTURE TECHNOLOGIES 8650 MINNIE BROWN ROAD SUITE 101 MONTGOMERY AL 36117	MICHAEL KERR 334-649-7391 888-822-7287	NET 15 DAYS ARO
4013353	640897565-02 SYNERGETICS DCS, INC. PO BOX 80264 STARKVILLE MS 39759	DAVID PALMER 662-323-9484 877-825-6602	NET AS SPECIFIED
4013354	680500015-00	ELIZABETH FRAZIER	NET

RESOLUTION NO. 140-16

Purchase from Dell Marketing LP, AL State Contract - IT

RESOLUTION NO. _____

WHEREAS, the City of Opelika is requiring more data storage to handle new video systems planned for the future; and

WHEREAS, Certain processor, data storage systems and data center network infrastructure needs to be upgraded in preparation; and

WHEREAS, Dell Marketing LP is the vendor for Cisco System Equipment State Contract T531, line item #4012565; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Dell Marketing LP utilizing the State of Alabama Contract T531, line item #4012565.

Item	Qty.	Unit Price	Total
Dell Nutanix XSC730xd for ESXi	5	\$35,550.04	\$177,750.20

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government LLC in the total amount of \$177,750.20.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. 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

PROG ID: POCNBK3A

DATE: 02/20/16

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

PC'S / SERVERS - DELL
CONTRACT

T-NUMBER..... : T531
USAGE..... : STATEWIDE CONTRACT
PERIOD..... : MARCH 1, 2013 TO FEBRUARY 28, 2017
SOLICITATION NO : 2249304

CONTRACT BUYER..... : JAERI ELLIS

BUYER PHONE.. : (334) 242-7259 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 02/20/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 2

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS
REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

*
* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *
* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *
* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR *
* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *
* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *
* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *
* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *
*
* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *
*

SOLICITATION NUMBER : 2249304

AWARD:
AWARD WILL BE MADE BY LINE TO THE LOWEST RESPONSIBLE BIDDER
MEETING ALL SPECIFICATIONS.

DEFAULT:
WHEN A VENDOR DEFAULTS ON A CONTRACT/PURCHASE ORDER, THE STATE CAN
PROCURE THE GOODS OR SERVICES FROM OTHER SOURCES AND HOLD THE VENDOR
RESPONSIBLE FOR ANY EXCESS IN PRICE/HANDLING. THE VENDOR MAY BE
BARRED FROM BIDDING FOR AN INDETERMINATE PERIOD.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 3

ADMINISTRATIVE FEE:

AWARDED BIDDER(S) SHALL PAY THE STATE AN ADMINISTRATIVE FEE FOR ALL
SALES MADE UNDER THIS CONTRACT. THIS FEE SHALL BE 1% (0.01)
OF THE TOTAL DOLLAR AMOUNT FOR ALL SALES. THE FEE WILL BE PAID EACH
MONTH BEFORE THE 20TH AND WILL REPRESENT A SINGLE, ONE-TIME PAYMENT
FOR ALL SALES MADE IN THE PRIOR MONTH AND AS ADJUSTED FOR ERRORS
ASSOCIATED WITH EARLIER MONTHS. THIS FEE SHALL NOT BE LISTED AS A
SEPARATE COST ON INVOICES. THE AWARDED BIDDER(S) WILL BE REQUIRED TO
PROVIDE A SUMMARY REPORT EACH MONTH BEFORE THE 20TH LISTING SALES MADE
DURING THE PRIOR CALENDAR MONTH. THIS REPORT IS TO INCLUDE THE
CONTRACT NUMBER, PURCHASING ENTITY, SALES AMOUNT, AND FEE AMOUNT. A
REPORT IS DUE EVEN WHEN THERE IS NO ACTIVITY. THIS REPORT SHALL BE
SENT ELECTRONICALLY TO TELECOM.ADMIN@ISD.ALABAMA.GOV. A COPY OF THE
THE SUMMARY REPORT SHALL ALSO ACCOMPANY THE PAYMENT.

REMITTANCE SHALL BE PAYABLE TO THE "STATE OF ALABAMA DEPARTMENT OF
FINANCE" AND BE SENT TO:

ALABAMA DEPARTMENT OF FINANCE
DIVISION OF ACCOUNTING AND ADMINISTRATION
PO BOX 300658
MONTGOMERY ALABAMA 36130-0658

FOR INTERNAL INFORMATION ONLY: FEE DISTRIBUTION 1/2 % TO THE
STATE PROCUREMENT FUND AND 1/2 % TO THE FINANCE ISD REVOLVING
FUND.

Attachment: 6-21-16 - DELL MARKETING LP - STATE OF AL CONTRACT T531 PURCHASE-CNCL PKT (140-16 : Purchase - Dell Marketing LP -

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES. DO NOT SHOW FREIGHT AS A SEPARATE COST.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 4

EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) DAYS FROM RECEIPT OF REQUEST.

OEM PRODUCT:

ALL EQUIPMENT MUST BE NEW FACTORY SEALED OEM PRODUCT SOURCED THROUGH MANUFACTURER AUTHORIZED DISTRIBUTION SOURCES AND CARRY THE ORIGINAL MANUFACTURER'S FULL WARRANTY. NO REMANUFACTURED, REFURBISHED, EXCHANGED OR REPAIRED PRODUCTS WILL BE ACCEPTED.

PURPOSE:

ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR ALL STATE AGENCIES.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 5

CONTRACT PRICES ARE AVAILABLE TO ALL LOCAL GOVERNMENTAL AGENCIES.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

PAGE: 6

CONTRACT
NUMBER

4012565

VENDOR NUMBER
NAME AND ADDRESS

742616805-00
DELL MARKETING L P
DELL USA
ONE DELL WAY MS8-11
ROUND ROCK TX 78682

CONTACT PERSON
PHONE NUMBERS/FAX

GABRIEL_WHITFIELD@DELL.COM

TERMS AND
DELIVERY

NET
14-30 DAYS ARO

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE: 7

CONTRACT
NUMBER/LINE #

4012565 00001

COMMODITY NUMBER
COMMODITY DESCRIPTION

205-11-056699
PERSONAL COMPUTER, DELL:
PERCENTAGE DISCOUNT FROM MSRP

UNIT PRICE
MEASURE

EA

VENDOR #
NAME

.00 % 742616805-00
DELL MARKETING L P
DELL USA

TERMS

NET

LAPTOPS / NOTEBOOKS 10.5%
TABLETS / SLATES 10.5%
DESKTOPS 10.5%
WORKSTATIONS 10.5%
MONITORS / DISPLAYS 10.5%
COMPUTER ACCESSORIES AND OPTIONS 10.5%

4012565 00002

205-11-056705
SERVER, COMPUTER, DELL:

EA

.00 % 742616805-00
DELL MARKETING L P
DELL USA

NET

RESOLUTION NO. 141-16

Authorizing a Demolition - 1111 Magnolia Street

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1111 MAGNOLIA STREET, OPELIKA, ALABAMA
36801, PARCEL ID NO.: 43-10-04-18-2-001-021.000 IN COMPLIANCE WITH
SECTIONS**

**11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.**

OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1111 Magnolia Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-2-001-021.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Dabbs Ventures, LLC is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Dabbs Ventures, LLC, is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Dabbs Ventures, LLC, P.O. Box 4332, Opelika, AL 36803 and to W. Gregory Ward, Registered Agent,

301 N. Lanier Avenue #A, Lanett, AL 36863; and

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

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

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

WHEREAS, Tuesday, June 21, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1111 Magnolia Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, June 21, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1111 Magnolia Street, Opelika, Alabama; and

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

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

as follows:

1. The City Council hereby finds and determines that the building or structure located at 1111 Magnolia Street, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-2-001-021.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Commencing at the intersection of the easterly margin of Auburn Street, with the southerly margin of Fruitland Street in the City of Opelika, Lee County, Alabama and thence South 73 degrees margin of Lake Street 21.2 feet to a point on the easterly margin of Lake Street now marked by an iron pin; thence South 39 degrees 05 minutes East 250.6 feet to a point on the northeasterly margin of Magnolia Street being the Point of Beginning; thence North 54 degrees 17 minutes East 161.8 feet thence South 43 degrees 24 minutes East for 96.2 feet; thence South 55 degrees 28 minutes West for 183.8 feet to the northeasterly margin of Magnolia Street; thence North 30 degrees 02 minutes West along the northeasterly margin of Magnolia Street 91.9 feet to the Point of Beginning, shown by blueprint of plat of survey dated August 3, 1955 signed by F.M. Hudson, Surveyor.

Also being further described as Parcel Number 43-10-04-18-2-001-021.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract

for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2016.

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

ATTEST:

CITY CLERK

Cc: Dabbs Ventures, LLC
P.O. Box 4332
Opelika, AL 36803

Dabbs Ventures, LLC
c/o W. Gregory Ward, Registered Agent
301 N. Lanier Avenue #A
Lanett, AL 36863

RESOLUTION NO. 142-16

Weed Abatement Assessment - 2100 Austell St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
2100 Austell St., Parcel No. 181.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 2100 Austell St., parcel no. 181.000 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 2100 Austell St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 21th day of June, 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$402.98 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 2100 Austell St., Parcel no. 181.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-03-09-31-3-000-181.000 according to the records of the Revenue Commissioner of Lee County Alabama.

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

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 06/10/2016****To: Bank of America
7105 Corporate Dr.
Plano, TX. 75024****Property Address:
2100 Austell St.
Opelika AL 36801
Parcel:
#03-09-31-3-000-181.000**

On May 2, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 390.00

Certified mail: 12.98

Misc.

Total 402.98

Attachment: WEED INVOICE (142-16 : Weed Abatement Assessment - 2100 Austell St.)

RESOLUTION NO. (ID # 1735)

Weed Abatement Assessment - 204 S 1St Place

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
204 S 1st Place, Parcel No. 094.001**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 204 S 1st Place, parcel no. 094.001 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 204 S 1st Place, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 21st day of June, 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$100.48 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 204 S 1st Place, Parcel no. 094.001 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-002-094.001 according to the records of the Revenue Commissioner of Lee County Alabama.

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

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 06/10/2016****To: Susan Sullivanne
1980 Canary Dr.
Auburn Al. 36830****Property Address:
204 S 1st. Place
Opelika, Al. 36801
Parcel #
10-03-08-2-002-094.001**

On April 25, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>87.50</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>100.48</u>

Attachment: WEED INVOICE (1735 : Weed Abatement Assessment - 204 S 1St Place)

RESOLUTION NO. 143-16

Weed Abatement Assessment - 709 India Rd.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
709 India Rd., Parcel No. 042.011**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 709 India Rd., parcel no. 042.011 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 709 India Rd., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 21th day of June, 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$450.48 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 709 India Rd., Parcel no. 042.011 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-06-2-000-042.011 according to the records of the Revenue Commissioner of Lee County Alabama.

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

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

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

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 06/09/2016****To: Ditech Financial LLC
7360 S Kyrene Rd.
Tempe Az. 85283****Property Address:
709 India Rd
Opelika Al. 36801
Parcel #10-03-06-2-000-042.011**

On May 5, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>437.50</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>450.48</u>

Attachment: WEED INVOICE (143-16 : Weed Abatement Assessment - 709 India Rd.)

RESOLUTION NO. 144-16

Change Order, Harmon Engineering, Additional Soil Removal - Admin.

RESOLUTION NO. _____

WHEREAS, the City of Opelika, Alabama (the “City”) is the owner of the proposed fire station site located at the intersection of South 7th Street and Avenue B; and

WHEREAS, both soil and ground water were found to be impacted above the regulatory limits at said site; and

WHEREAS, on May 17, 2016, pursuant to Resolution No. 116-16, the City Council approved a proposal dated May 12, 2016, from Harmon Engineering and Contracting Co., Inc., to remediate, remove and dispose of impacted soils and provide other remediation services as required by ADEM; and

WHEREAS, soil remediation work began in May 2016; and

WHEREAS, during the process of removing soil it was discovered that the area of contamination was greater than expected; and

WHEREAS, three (3) gasoline tanks and one (1) oil tank were discovered buried on the site; and

WHEREAS, the tonnage of soil removed increased from an expected tonnage of 1000 tons to 1,595 tons; and

WHEREAS, since the soil had to be removed to provide a clean site and because the excavation of soil was already underway and it was not practical to wait to approve a change order it was prudent to continue with the excavation and removal of impacted soils; and

WHEREAS, Harmon Engineering and Contracting Co., Inc., has submitted an invoice in the amount of \$29,750 for the removal of an additional 595 tons of contaminated soil; and

WHEREAS, a copy of said invoice is attached hereto as Exhibit “A”; and

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

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

1. That a change order in the amount of \$29,750 for the excavation and removal of an additional 595 tons of impacted soil is hereby approved and the Contract amount is increased to \$151,050.

2. That the invoice submitted by Harmon Engineering and Contracting Co., Inc., in the amount of \$29,750 is hereby approved, and the Revenue-Purchasing Manager is hereby authorized to issue a purchase order for said amount.

3. That the amount of said invoice and all compensation payable to Harmon Engineering and Contracting Co., Inc., pursuant to the amended proposal shall be paid from the Unassigned Fund Balance.

4. That the Mayor and Controller are hereby authorized to make any and all necessary budgetary and accounting entries to implement this Resolution.

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

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

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

ATTEST:

CITY CLERK



HARMON ENGINEERING & CONTRACTING CO., INC.
ENGINEERING * CONTRACTING * ENVIRONMENTAL * MANAGEMENT
P O Box 230, 13376 C L TORBERT JR . PARKWAY, LAFAYETTE, AL 36862
PHONE: 334-864-9135 FAX: 334-864-8046

INVOICE

Mayor's Off
City of Opelika
204 South 7th Street
Opelika, AL 36801-4904

Invoice No. 10101
Date: 06/15/16
Job No: 816-03-16

Environmental & Ecological Services
City of Opelika

Transport & Disposal of	595	tns	@	\$50.00	\$ 29,750.00
Additional Contaminated Soil					

TOTAL AMOUNT DUE THIS INVOICE	\$ 29,750.00
--------------------------------------	---------------------

**THANK YOU FOR YOUR
BUSINESS**

Attachment: Exhibit A (144-16 : Change Order, Harmon Eng. Additional Soil Removal.)

RESOLUTION NO. 145-16

Apply for the 2016 Byrne Justice Assistance Grant - OPD

RESOLUTION NO. _____

Apply for the 2016 Byrne Justice Assistance Grant - OPD

WHEREAS, The City of Opelika participates each year in the application of a BYRNE JUSTICE ASSISTANCE GRANT; and

WHEREAS, Each year the Administrator of this Grant changes between the City of Opelika, City of Auburn, and Lee County Sheriff's Department; and

WHEREAS, This year the City of Auburn is the Administrator of this Grant; and

WHEREAS, The total amount of the Grant Application is \$27,977.00 with each entity receiving the following amount: City of Opelika - \$9,325.66, City of Auburn - \$9,325.68, and Lee County Sheriff's Department - \$9,325.66; and

WHEREAS, The Mayor's signature is required for this Grant Application.

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

1. The mayor of the City of Opelika is authorized to sign all documents pertaining to this grant application and/or the receiving of these grant funds.

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

GMS APPLICATION NUMBER 2016-H3340-AL-DJ

THE STATE OF ALABAMA

COUNTY OF LEE

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUBURN, CITY OF OPELIKA, AND COUNTY OF LEE, AL
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Agreement is made and entered into this 21st day of June 2016, by and between The County of Lee, acting by and through its governing body, the Lee County Commission, hereinafter referred to as COUNTY, the City of Auburn and the City of Opelika, hereinafter referred to as CITIES acting by and through its governing body, the City Council, both of Lee County, State of Alabama, witnesseth:

WHEREAS, this Agreement is made under the authority of Section 11-102-1 of the Code of Alabama (1975): and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing part for the services or functions under this Agreement: and

WHEREAS, the total amount of the grant application is \$27,977, the CITIES and COUNTY agrees to equally share grant funds.

WHEREAS, the City of Auburn, City of Opelika, and Lee County believe it to be in their best interests to reallocate JAG funds.

NOW, THEREFORE, the CITY OF AUBURN, the CITY OF OPELIKA, and COUNTY agree as follows:

Section 1.

The City of Auburn agrees to pay Lee County a total of \$9,325.66 and agrees to pay the City of Opelika a total of \$9,325.66 for purchases allowed within grant purposed areas.

Section 2.

The City of Auburn agrees to advertise the application and make available to the governing body and for citizens comments, for a 30-day period prior to submission to the U. S. Department of Justice, Bureau of Justice Assistance.

Section 3.

Each party in this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Attachment: 2016 JAG MOU- pending signature (145-16 : Apply for the 2016 Byrne Justice Assistance Grant)

GMS APPLICATION NUMBER 2016-H3340-AL-DJ

Section 5.

The parties of the Agreement will adhere to all applicable Special Conditions of this Award, to include, but not limited to timely submission of all financial and programmatic information requests by the Awarding Agency.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF AUBURN	CITY OF OPELIKA	LEE COUNTY COMMISSION
_____ Mayor	_____ Mayor	_____ Chairman
ATTEST:	ATTEST:	ATTEST:
_____ City Manager	_____ City Clerk	_____ Administrator
STATE OF ALABAMA	STATE OF ALABAMA	STATE OF ALABAMA
COUNTY OF LEE	COUNTY OF LEE	COUNTY OF LEE
Sworn before me this ____day of _____, 2016.	Sworn before me this ____day of _____, 2016.	Sworn before me this ____day of _____, 2016.
_____ Notary Public	_____ Notary Public	_____ Notary Public
My commission expires:	My commission expires:	My commission expires:
_____	_____	_____

Attachment: 2016 JAG MOU- pending signature (145-16 : Apply for the 2016 Byrne Justice Assistance Grant)

FACT SHEET

SUBJECT: Allow the Mayor to sign an application for the 2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG)

FACTS:

- The Cities of Auburn, Opelika, and Lee County participate each year in the application for a BYRNE JUSTICE ASSISTANCE GRANT.
- The three governmental agencies change each year as to who administers this grant.
- The City of Auburn is the Administrator of this year's grant application.
- The amount of this grant application is \$27,977.00 with each entity receiving the following amounts: City of Opelika - \$9,325.66, City of Auburn - \$9,325.68, and Lee County Sheriff's Department - \$9,325.66.
- Opelika Police Department plans to use the allotted award to purchase nine (9) body-worn cameras. These will be combined with additional body cameras purchased through capital outlay.
- The Mayor is required to sign the grant application.

RECOMMENDATIONS:

- The Council approve for the Mayor to sign this application for this grant.

RESOLUTION NO. 146-16

Agreement, Sportsplex Connector Road, Barrett-Simpson Eng. Services - Eng.

RESOLUTION NO. _____

RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM BARRETT-SIMPSON, INC.

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) has recognized the need to connect the Opelika Sports Plex to Westpoint Parkway and Interstate 85 at Exit 64, with a new Sports Plex connector road and sanitary sewer main (the “Project”); and

WHEREAS, professional engineering services are needed to survey, right-of-way (ROW) acquisition assistance, geotechnical investigation, permitting, engineering design, prepare construction plans, specifications and other documents for the construction of the Project, and to perform construction engineering and inspection (CE&I) services to manage to construction contractor for the City; and

WHEREAS, Barrett-Simpson, Inc. (“BSI”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to design the Project and to prepare the necessary plans, drawings, specifications and other documents and manage construction projects; and

WHEREAS, a proposal for complete engineering services (the “Proposal”) has been prepared by BSI 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 accept BSI’s proposal for engineering services.

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

Alabama, as follows:

1. That the Proposal for engineering services as submitted by BSI is reasonable and responsive and is hereby accepted at a total cost of 9.25% of the total construction cost of the roadway and sanitary sewer construction. There shall also be a maximum cap on the engineering services cost to not to exceed \$ 303,230.

2. That the Mayor is further authorized and directed to execute and deliver the Proposal in the name and on behalf of the City and to execute and deliver or cause to be executed or delivered in the name and on behalf of the City such other agreements, contracts, change orders, notices, certificates, assurances or other instruments or other communications as he deems necessary or appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That the compensation to be paid to BSI shall be paid from the 2011 Road Construction Fund and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to BSI for the provision for engineering services as outlined in the Proposal attached hereto at a total cost not to exceed \$ 303,230.

5. 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, ALABAMA

ATTEST:

CITY CLERK



**BARRETT-
SIMPSON, INC.**
Civil Engineers & Land Surveyors

Timothy W. Simpson, P.E., P.L.S.
President
George W. Barrett, P.L.S.
Vice President

Eddie A. Eubanks, P.L.S.
Survey Manager
M. Blake Rice, P.E.
Area Manager
Christopher M. Rogers, P.E.
Engineering Manager

June 6, 2016

PROFESSIONAL SERVICES AGREEMENT NEW SPORTSPLEX DRIVE PROJECT OPELIKA, ALABAMA BSI Project No. 16-0120

This Agreement entered into this the _____ day of June, 2016 by and between Barrett-Simpson, Inc. (hereinafter sometimes referred to as BSI or Consultant) and The City of Opelika, Alabama (hereinafter sometimes referred to as the City, Owner or Client).

Project Overview

The City of Opelika, Alabama intends to construct a new roadway from the end of the existing entrance road leading from Andrews Road to the entry into the Opelika SportsPlex and Aquatic Center easterly to the intersection of West Point Parkway and Northpark Drive, approximately 1.06 miles (hereinafter sometimes referred to as the Project). The roadway will be constructed as a two lane rural road (without curbs and gutters) with a design speed of 45 MPH and with bike lanes on either side. New sanitary sewer mains will be installed in the new roadway to facilitate future growth. The Project will be funded entirely with local funds.

General

Acquisition of right of way will be required from four property owners. The City will secure from the owners written rights of entry onto the properties for the purposes of appraisal, survey, geotechnical study and environmental study. The City will also negotiate with the property owners for the acquisition of the necessary rights of way and/or easements. If requested, BSI will participate in discussions between the City and property owners to provide technical assistance. All cost of right of way and/or easement acquisition, to include legal fees and appraisals, will be borne by the City.

It is anticipated that impacts to wetlands or Waters of the U.S. will be required by the Project. The City of Opelika will incur all cost of permitting and mitigation of any necessary impacts. The cost of wetland and Waters of the U.S. delineation and preparation of any necessary U.S. Army Corps of Engineers permitting package is included in the scope of this agreement. Additionally, all other permit fees due government agencies or public utilities germane and necessary for the Project and all bid advertising cost will be paid by The City of Opelika. The bidding process will be carried-out by the City of Opelika.

Although the Project consists of the separately identified elements of roadway (grade, drain, base and pave) and sanitary sewer construction, the Construction Plans will be prepared in a single plan set and the construction contract will be awarded to a single contractor.

Scope of Work

BSI will provide engineering, surveying, construction observation and contract administration services for the New SportsPlex Drive Project, specifically to include the following five Tasks:

Task I Services will consist of the following:

1. Based upon available mapping develop a preliminary alignment for the new roadway in conjunction with the City's input
2. Prepare a Preliminary Estimate of Probable Construction Cost based upon the preliminary alignment
3. Prepare exhibits to be used in discussions by City personnel with the impacted property owners regarding rights of access and potential right of way and/or easement acquisition
4. Upon request, participate in discussions with property owners regarding rights of access and right of way and/or easement acquisition

Task II Services will consist of the following:

1. Delineation of the wetlands and Waters of the U.S. in the areas of the proposed alignment. This service will be provided by BSI's sub-consultant Wildland Services, LLC
2. Update roadway alignment if needed to minimize wetlands and Waters of the U.S. impacts
3. Preliminary surveying of the proposed route

Task III Services will consist of the following:

1. Perform a geotechnical investigation of the proposed roadway alignment. This service will be provided by BSI's sub-consultant Carmichael Engineering, Inc.
 - a. The City will furnish equipment and operator to assist the geotechnical consultant in accessing the boring locations with their drill apparatus
2. Make the necessary field surveys, cadastral and topographic, required for the engineering design of the Project and right of way and/or easement acquisition

Task IV Services will consist of the following:

1. Complete the engineering design, including hydrologic evaluation, of the Project and prepare Construction Documents in the form of Construction Plans. Elements of the Project to be shown on the single set of Construction Plans include, but are not limited to:
 - a. Roadway construction (grade, drain, base and pave) to include grading, drainage, erosion control, pavement buildup, striping, and signage
 - b. Sanitary Sewer construction to include connections to the existing gravity main
2. A review of the Construction Plans in progress will be made with the City at the approximate 25% and 66% stage of completion. Following the 66% stage review no

- modifications to the basic design will be considered to be outside the scope of this Agreement
3. Preparation of the Construction Plans in the ALDOT format is not a requirement of this Project, however the ALDOT Standard Specifications will be referenced
 4. Update the Preliminary Estimate of Probable Construction Cost upon request
 5. Prepare the map and legal description exhibits required for the acquisition of the required right of way and/or easements
 6. Prepare an application package for a US Army Corps of Engineers nationwide permit for impacts to jurisdictional wetlands and/or Waters of the U.S.
 - a. Mitigation may be required to offset the environmental impact associated with impacting any stream or wetland. The cost of mitigation is not included in this Agreement.
 - b. In the event the stream or wetland impacts exceed the threshold for a nationwide permit an individual permit may be required, the cost of which is not included in this Agreement
 7. Assist the City in preparation of a bid package
 8. Assist the City in the solicitation of bids from reputable and qualified contractors
 9. Respond to bidders questions and request for information
 10. Prepare and issue Addenda to the bid documents if necessary
 11. Participate in the opening of bids

Task V Services will consist of the following:

1. Routinely and systematically observe the work of the contractor and materials used for compliance with the approved plans. BSI retains complete discretion in determining the number of hours dedicated to the observations. Observations will be made for:
 - a. Roadway construction
 - b. Sanitary Sewer construction
2. Make reports to the City of BSI's construction observations and instructions given to the Contractor
3. Review and make recommendations to the City relative to Contractor's periodic request for payment
4. Provide certification to the City of Opelika as to the conformity of the work and materials to the approved plans
5. Provide Project closeout services to include final review of contractor's pay estimate and assurance of advertisement for completion
6. Provide as-built drawings of the sanitary sewer construction

Deliverables

Items to be delivered to Client for this Project include:

- Engineers Preliminary Estimate of Probable Construction Cost
- Preliminary alignment maps
- Delineation of jurisdictional wetlands and Waters of the U.S.
- Geotechnical investigation report
- Engineering plans (Construction Plans)
- Right of way and easement acquisition maps and legal descriptions

- Bid documents
- Wetlands / Waters of the U.S. nationwide permit coverage application package
- Reports of on-site construction observations
- Contractor's pay estimate review and recommendation
- Certification as to the conformity of the work and materials to the approved plans
- Final contractor's pay estimate review and recommendation
- As-built drawings of the sanitary sewer construction

All items will be delivered as hard copies or in electronic form according to Client needs. Cad files will be delivered in AutoCAD format using BSI's layering system and plot styles. Other electronic files will be delivered in PDF format.

Deviation of the previously outlined scope is extra work; however, no work will be performed outside the scope of this Agreement without prior Client approval and Agreement amendment.

Compensation

Our total fee for the furnishing of the above outlined services will be 9.25% of the actual construction cost as determined by the lowest responsible bid and Contractors' pay request to include approved change orders, not to exceed a total of \$303,230.00. Payment will be expected periodically as the work progresses according to the following schedule:

<u>Work Task</u>	<u>Fee Allocation</u>	<u>Payment Schedule</u>
Task I (Preliminary Alignment Study & Mapping)	\$20,250.00	100% due upon completion
Task II (Wetlands Delineation & Preliminary Surveying)	\$13,000.00	100% due upon completion
Task III (Geotechnical Investigation & Surveying)	\$70,000.00	100% due upon completion
Task IV (Engineering Plans for Roadway & Sanitary Sewer Construction, Right of Way Maps & Legal Descriptions; Bid Documents and Bid Process Assistance)	\$75,000.00	\$50,000.00 due at the time of the 66% review; \$20,000.00 due at the time of completion of the Plans and delivery to the City; the balance due upon completion of the bid process

Task V (Construction Observations for Roadway & Sanitary Sewer Construction, Contractors Pay Request Reviews, Project Certification, Project Closeout and As-Builts)	9.25% of actual construction cost based upon Contractors total pay request including all approved contract change orders, less all fees previously invoiced for Tasks I, II, III & IV. The total fee for all Tasks shall not exceed \$303,230.00	Periodically, but no more often than monthly as the work progresses directly proportional to Contractors pay estimates
--	--	--

Fees will be invoiced, due and payable as follows:

- 1) According to the schedule outlined in the Compensation section.
- 2) Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts.
- 3) Any payment made by credit or debit card will be subject to an additional 2% convenience fee.
- 4) Any attorney fees, collection fees or costs related or incurred in the collection of any past due amounts shall be paid by Client. The Client will be responsible for all consultant, connection, application, review and permit fees. Application, review, and permit fees will be due and payable prior to submittal of the application, review and permit packages. Any remaining permit fees will be due and payable as required by the permitting agency.

Schedule

We expect to start our services promptly after receipt of an executed copy of this Agreement and authorization to proceed. Insofar as the time required for obtaining property owner rights of entry, right of way and easement acquisition, and US Army Corps of Engineers permits are not within the control of BSI, firm timelines cannot be established. BSI anticipates the following schedule for each Task of work, however this schedule is not guaranteed.

Task I, Items 1, 2 & 3: two weeks

Task II: four weeks after receiving rights of entry

Task III: twelve weeks thereafter

Task IV: twelve weeks thereafter to the 66% review stage, an additional four weeks to 100% construction plan completion

Task V: dependent upon time allotted for construction

Limits of Liability

Client hereby agrees that to the fullest extent permitted by law Consultant's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or

The City of Opelika, Alabama
 New SportsPlex Drive Project Professional Services Agreement
 BSI Project No, 16-0120
 Page 6 of 8
 June 6, 2016

in any way related to the project or this agreement from any cause or causes including but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed \$1,000,000, the per claim limits of Consultants Professional Liability insurance.

Proposal Validity

This Agreement along with the Standard Conditions consisting of two pages and attached hereto represent the entire understanding between Barrett-Simpson, Inc. and The City of Opelika, Alabama in respect to the Project and may only be modified in writing signed by both parties. In the event that there is a conflict of language between the written Agreement and the Standard Conditions, the written Agreement shall govern.

Barrett-Simpson, Inc.

The City of Opelika, Alabama

Signed: _____

Signed: _____

By: _____
 (name and title)

By: _____
 (name and title)

Date: _____

Date: _____

Attachment: Professional Services Agreement 6 6 16 (146-16 : Agreement, Sports Plex Connector Road, Eng Services - Eng.)

STANDARD CONDITIONS

Construction Phase Services

Consultant and Client agree that if Consultant's services do not include construction phase services, the Client shall be solely responsible for interpreting the Contract Documents and deliverables and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by the Consultant, the Client shall not bring any claim against the Consultant and shall indemnify and hold the Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and the time of the Consultant, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

Geotechnical Services

Client understands that site development activities are impacted by existing soil characteristics of the affected land. Consultant will utilize readily available data from published County Soil Surveys to determine general soil characteristics of the site. However, Consultant recommends Client employ the services of a geotechnical engineer to ascertain, at a minimum, engineering design data for the following purposes: engineered pavement design, subsurface exploration to identify rock and unsuitable soils for construction purposes, site specific soil properties for retaining wall design and for foundation design, and grading limitations due to water, rock etc. Further, in the event the development requires placement of a retaining wall structure above four feet in height or a non-conventional retaining wall such as a segmented retaining wall, the services of a retaining wall design engineer and a geotechnical engineer will be required. These services are outside the scope of this proposal, and the hiring and expense of such services will be the responsibility of the Client.

NPDES Permitting

Client understands that this project may be subject the Regulations and Authority of the Alabama Department of Environmental Management, and in particular, the National Pollutant Discharge Elimination System (NPDES) permitting system for the control of and discharge of pollutants as set forth in 33 U.S.C. § 1342 and regulations promulgated pursuant thereto, as administered by the ADEM. This proposal includes preparation of the Erosion and Sedimentation Control Plan. The required Notice of Registration, CBMPP Narrative, monitoring, inspection, reporting and termination of the site/project or other required

elements of the NPDES Permit and are NOT included in the scope of services covered by this proposal, unless specifically set-out in the proposal body.

Corps of Engineers Permitting

The development of real property oftentimes involves the jurisdiction of the United States Corps of Engineers. Corps of Engineers jurisdictional authority typically involves real property containing waters of the United States such as streams, lakes and rivers, and it involves parcels of land that are considered wetlands. Wetlands are generally classified based upon specific flora and or fauna typical to wet and or marshy environments. The engineering design for the proposed development can be significantly impacted by US waters and by wetlands. The Consultant recommends Client engage the services of an appropriate environmental consultant to ascertain the impact, if any, of the jurisdictional requirements of the US Army Corps of Engineers. At a minimum, this environmental consultant should address wetland permitting, stream crossing permitting and permitting for any mitigation or impact activities relating to waters of the United States. This consultant should also supply Barrett-Simpson, Inc. with a wetlands delineation of the subject property along with permits, limitations and recommendations on stream crossings and on development activities relating to waters of the United States. Costs for this environmental consultant and for any Corps of Engineer's permitting activities are outside the scope of this proposal.

Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

Dispute Resolution

With the exception of Client's failure to pay Consultant as per the terms of this Agreement, Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

In the event that a dispute should arise relating to this Agreement, and should that dispute result in legal action including alternate dispute resolution methods, and should Consultant prevail in the defense of the claim, it is agreed that Consultant shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Liability Limits

Client hereby agrees that to the fullest extent permitted by law Consultant's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the amount of the fees paid to the Consultant by the Client, unless a higher limit of liability is bargained for and accepted as set out in the proposal.

Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Ownership and Copyright of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or

implied, under this Agreement or otherwise, in connection with Consultant's services.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic formats if supplied under this contract, or other types of information furnished by Consultant to Client such as text, data, or graphics, are for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this project.

Client Provided Material

The Client agrees to timely respond to Consultant's requests for information and to timely provide the Consultant with needed information including, but not limited to, an attorney's opinion of title, Client's projected development scheme, a topographic map (two-foot minimum contour interval), a geotechnical report, Corps of Engineer permitting limitations, a wetlands delineation, and deed(s) for the subject property, unless the furnishing of any such item by the Consultant is a part of this Proposal.

Right of Entry

Client holds title to the subject property and grants to Consultant a right of entry onto said property for work purposes.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or for cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Choice of Law

This Agreement shall be governed by the laws of the State of Alabama.

Venue

Both parties agree that venue shall be limited to Lee County, Alabama.

RESOLUTION NO. 147-16

Agreement with National Directory Assistance, Operator Service - OPS

RESOLUTION NO. _____

**RESOLUTION APPROVING OPERATOR SERVICE AGREEMENT WITH
NATIONAL DIRECTORY ASSISTANCE, LLC**

WHEREAS, National Directory Assistance, LLC (“NDA”) is a leading wholesale provider of local and national directory assistance, operator service and listings management services; and

WHEREAS, the City of Opelika, Alabama (the “City”) d/b/a Opelika Power Services (“OPS”) provides telecommunications services which it makes available to callers from the premises of its customers; and

WHEREAS, for calls from its customers’ premises, OPS requires the use of centralized operator services (both live and animated), and of transmission and switching services in order to deliver calls from the customers’ premises to the operator center and then to deliver the call to the called party’s destination; and

WHEREAS, NDA provides services which OPS requires through its contracts with entities tariffed in the states in which OPS does business; and

WHEREAS, the City desires to contract with NDA for said services; and

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

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

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

4. That 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, ALABAMA

ATTEST:

CITY CLERK

Operator Service Agreement

(Current Directory Assistance Customer)

This Agreement is made this _____ day of June, 2016, by and between the City of Opelika, Alabama, d/b/a Opelika Power Services, ("Customer") a municipal corporation, located at 600 Fox Run Parkway, Opelika AL 36801, and National Directory Assistance, LLC ("NDA"), a Delaware Limited Liability Corporation, located at 12700 Townepark Way, Louisville, KY 40243.

:

RECITALS

WHEREAS, Customer provides telecommunications services which it makes available to callers from the premises of its customers; and

WHEREAS, for calls from its customers' premises, Customer requires the use of centralized operator services (both live and automated), and of transmission and switching services in order to deliver calls from the customers' premises to the operator center and then to deliver the call to the called party's destination; and

WHEREAS, NDA provides services which Customer requires, through its contracts with entities tarified in the state(s) in which Customer does business ("Carrier").

NOW THEREFORE, IN CONSIDERATION of the promises and the mutual covenants and conditions set forth below, NDA and Customer agree as follows:

AGREEMENT

In consideration of the recitals and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement of the Parties. The terms of the Agreement between NDA and Customer are set out herein and include the following documents and attachments (collectively "Agreement"): 1) the Operator Service Agreement, 2) the Agent Services, Commissions & Surcharges attachment, 3) the Operator Services Prices for all Interstate calls.
2. The Services. Subject to the terms and conditions set forth in this Agreement, Customer desires that NDA provide to Customer's end users, local and long-distance operator-assisted services (collectively "Services"). The quality of the Service provided hereunder shall be consistent with applicable tariffs and government regulations.
3. Term; Termination Liability. This Agreement shall be for a term of one (1) year, commencing on the date that Customer begins forwarding calls to NDA or the date of execution of this Agreement ("Initial Service Date"), whichever is later. Unless the customer notifies NDA in writing not less than fifteen (15) days, nor more than sixty (60) days, prior to the expiration of the original or renewal term that it intends not to renew this Agreement, this Agreement shall continue on a annual basis. Following the first year of the term of this Agreement, unless the parties enter into a new agreement, either party may cancel this Agreement on not less than sixty (60) days written notice.
4. Rates and Fees. For calls placed forwarded by Customer to NDA, NDA shall charge its current tarified rate for completed calls and any service fee as set forth in this Agreement. The rates for calls completed mirror the AT&T operator service rates and are subject to change.
5. Emergency Calls. Customer will be responsible for providing all necessary data to support any Operator Assisted Emergency call forwarded from Customer.
6. NDA Identification of Customer Calls: NDA will be responsible for identifying all Customer calls via the 800 access number, or other transport method such as VOIP gateway, used by Customer to route calls to NDA.
7. Commission, Surcharges and Service Fees
 - a. During the term of this Agreement, NDA shall pay the Customer a commission based on a percentage of the Usage Revenue as set forth in Agent Services Addendum attached hereto. As used herein, Usage Revenue shall mean the rates per minute and fixed operator charges, as specified in the Agent Services Addendum, for the operator assisted calls forwarded by Customer to NDA, which are collected by NDA, after deducting from such collectible charges, all charges for: (i) applicable local, state and federal sales, usage or other taxes and/or assessments, all subject to the terms and conditions set forth herein.
 - b. Customer may, by written notice to NDA, request NDA to impose a convenience surcharge on all calls forwarded to NDA by Customer, as permitted by applicable regulations, orders and statutes ("Customer Surcharge"). NDA shall pay Customer a percentage of such Customer Surcharge, as specified in Agent Services Addendum, on operator assisted calls which are commissionable by NDA less applicable local, state and federal sales, use or other taxes and/or assessments. Commissionable calls shall include all calls forwarded by Customer to NDA that are completed and billed by NDA's billing system.
 - c. If the rates for operator assisted calls shall be reduced due to any regulation, order, Customer request, statute or governmental or administrative agency action (collectively, "Regulatory Requirement"), or by the parties by mutual consent, NDA shall give 30 day notice to customer of such change. If, however, Customer does not accept different commission structure then this Agreement shall terminate sixty (60) days after said notice. Upon any such termination, NDA shall no longer be obligated to provide any Services hereunder or pay any commission or Customer Surcharge to the Customer hereunder and the Customer shall no longer be required to perform under this Agreement.
 - d. Any commission or Customer Surcharge will be payable by NDA to Customer Thirty (30) days after the end of the month in which the calls relating to such commission or Customer Surcharge were made ("Due Date"). On the applicable Due Date, NDA shall remit to Customer all commission and Customer Surcharge amounts payable to Customer hereunder, together with NDA's standard form of statement relating to commissions and Customer Surcharge.

Confidential

Monthly Service Fee will be payable within Thirty (30) days of invoice. Unless Customer objects in writing within Thirty (30) days of Customer's receipt of the statement, such payment shall be considered accurate and final.

- e. The parties acknowledge that the commission schedule set forth in Agent Services Addendum reflects a higher percentage than would be paid on a month to month contract. Therefore, if Customer breaches the term of this Agreement or forwards its operator assisted calls to another carrier, NDA will have the right to withhold from Customer's earned but unpaid Commission and Surcharges an amount equal to the difference between total commissions actually paid to Customer and what would have been paid at the month to month commission level as set forth in this Agreement.
8. Initiation of Service. Customer shall be responsible for any costs associated with programming its switches or other equipment to forward calls to NDA, excluding the transport charges associated with the toll free access to the NDA network.
9. Disclaimer and Limitation of Liability. NDA makes no warranties, express or implied, concerning the Services to be supplied by NDA. NDA shall not be liable to Customer, its employees, agents or customers or any other third party (collectively "Third Party") for any claim, loss, or damages, except for the gross negligence or willful misconduct of NDA, and in no event will NDA be liable for indirect, special incidental or consequential damages which in any way arise out of or in connection with the Services or the use or non-use of such Service by Customer or any Third Party or which are directly attributable to any failure of or interruption in the provision of Services hereunder. **NDA HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** NDA makes no representation or warranty regarding any percentage of savings from any use of the Services.
10. Indemnity. Both Customer and NDA will indemnify, defend and hold harmless the other Party and its affiliates and their officers, directors, partners, shareholders, employees, agents, successors, assignees, and independent contractors from and against any loss, damage, liability or expense of any description (including but not limited to reasonable attorney fees and costs) that rise from or may be attributable to either Party's acts or omissions
11. Termination Rights. In addition to any other right or remedy available to it at law or in equity or otherwise under this Agreement, NDA or Customer may terminate this Agreement upon the occurrence of any of the following events.
 - a. If either party materially breaches any material covenant or agreement contained herein and same is not cured within ten (10) days after the non-breaching party has notified the party in breach thereof in writing, or if any representation or warranty of either party herein proves to have been materially incorrect or misleading when made, then in either case, either party may terminate this Agreement upon ten (10) days written notice to the party in breach
 - b. If the FCC, a State utility commission or a court of competent jurisdiction issues an order or ruling which contains terms or conditions which materially and adversely affects this Agreement, its profitability to NDA, or the ability of NDA to perform its responsibilities as set forth herein. Such termination by NDA shall be on no less than 90 days' notice.
12. Notice. Except as otherwise specifically provided herein, all notices, demands, requests, deliveries and other communications required or permitted hereunder shall be in writing, and shall be effective upon (i) personal delivery or (ii) if sent by mail, forty-eight hours after deposit in the United States mail, first class postage prepaid, registered or certified mail, return receipts requested or (iii) if sent by common carrier, the earlier of forty-eight hours after delivery to such common carrier or actual delivery to the party addressed. All notices given hereunder, by mail, or other means of delivery shall be sent address to any party to whom notice is being given at the address as each of the parties hereto may notify the other, from time to time, in writing, as herein provided:

If to Customer: _Opelika Power Services_____ _600 Fox Run Parkway, Opelika, AL 36801_ ATTN: _Director, OPS_____	If to NDA: National Directory Assistance, LLC 12700 Townepark Way Louisville, KY 40243 Attn: Gary L. Robertson
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13. Force Majeure. The obligations of each of the parties hereunder are subject to and neither of the parties shall be liable or responsible for any and all delays, failures to perform, damages, destruction or malfunctions or any consequence of any of the foregoing caused by or due to a substantial failure of the network, including switch radio or fiber optics cable failure, fire, flood, the elements, strikes, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, government regulatory requirements, acts of God or public enemy, war, military or government requisition, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties or any other causes beyond such party's reasonable control.
14. Confidentiality. The parties acknowledge and agree that all price information concerning the Services, all information regarding commissions, any Customer Surcharges, payment practices and the like, all trade names, trademarks, service marks or other materials owned by the parties and used by either party in connection with its performance under the Agreement (which the parties acknowledges and agree may only be with the prior written consent of the other party) as the same may from time to time be amended or modified, are and shall continuously remain the sole and exclusive property of each party, respectively, and constitute proprietary trade secrets of that party ("Proprietary Information"). Each party agrees to exercise due care with respect to maintaining the confidentiality of the Proprietary Information, and to hold confidential the terms of this Agreement and the business relationship created thereby. Upon any termination, expiration or cancellation of this Agreement, for any reason whatsoever, each party shall cause its representative promptly to return to the other party all copies of Proprietary Information in its or any of the its representatives' possession or under its or their control.

The following shall be excluded from the foregoing covenants regarding Proprietary Information: (A) Proprietary Information which is or hereafter becomes part of the public domain, which public domain information shall be deemed to include published tariffs; (B) Proprietary Information which is received from a third party or developed independently, without breach of this Agreement and which is not otherwise subject to any obligation of confidentiality hereunder; and (C) Proprietary Information which is disclosed pursuant to a requirement of request of a court or government agency.

15. Attorney's Fees. If any legal action arises under or with respect to this agreement, the prevailing party shall be entitled to be paid by the non-prevailing party, all costs and expenses, including reasonable attorney's fees, incurred in enforcing this Agreement (including any appeals).

16. Regulatory Requirement for Customers. Customer will comply with the requirements of Section 226(c) of the Communications Act of 1934, as amended, and all rules of the Federal Communications Commission ("FCC") promulgated thereunder. Specifically, Customer agrees that it shall permit end users to access any other carrier by means of "800" or "950" access number and shall provide "1010XXX + 0" access as required by 47 C.F.R. §64.704 (c).

Customer will comply with applicable state law relating to access to operator-assisted services and will provide NDA with proof of such compliance upon reasonable demand. Customer acknowledges that, pursuant to Section 226(b) (1) (D) of the Communications Act of 1934, failure to comply with the requirements set forth above concerning carrier access code unblocking will result in the withholding of compensation to the Customer for "0+" calls.

NDA agrees that they or their underlying have obtained appropriate certification to offer all services described in this agreement and will follow all regulatory guidelines as related to the provision of operator services.

17. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement shall be governed under and construed and interpreted in accordance with the laws of the Commonwealth of Kentucky. This Agreement does not create a joint venture, partnership or formal business organization and the rights and obligations of the parties shall only be those of independent contractors. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreement, promises and negotiations of and between the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be modified, amended or changed only by written instrument signed by all of the parties hereto; provided, however, that NDA may make such regulatory changes, modifications or adjustments to this Agreement as may be required by any state or federal agency, including without limitation, any state public utility commission or the FCC. All exhibits hereto shall be a part hereof as if fully set forth herein. If any provision of this agreement is held to be illegal, invalid or unenforceable for any reason whatsoever, then (i) such provision shall be fully severable, or (ii) a court of competent jurisdiction shall have the power to modify such unenforceable provision so as to render the modified provision legal, valid and enforceable; and, in either such event, the remaining provision of the Agreement shall continue in full force and effect. No delay or failure of either party in exercising any rights under this Agreement, and no partial or single exercise thereof, will be deemed to constitute a waiver of such right under this Agreement. Neither party will release any articles, advertising or publicity identifying or using the name, trademark or service marks of the other, except with the other party's prior written approval.
18. Time is of the essence.
19. NDA shall have the right to subcontract or assign any and all of the services required by this Agreement.
20. Heading. All paragraph and other headings used herein are for organizational purposes only, do not purport to describe the contents of such paragraphs and shall not be used to construe or interpret any term or provision hereof.
21. Survival of Rights and Obligations. The rights and obligations of the parties will survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement and the individuals signing below warrant and represent that they have the full legal and regulatory authority to enter into this Agreement for and on behalf of the respective parties.

National Directory Assistance, LLC.

Customer:

By: _____
(Authorized Representative Signature)

By _____
(Authorized Representative Signature)

(Printed Name of Signer)

(Printed Name of Signer)

(Date)

(Date)

61-1389086
Federal Tax ID

FED Tax ID or Social Security Number

Service Commissions, Surcharges & Fees

Batch #	Page	of
Date to Customer		
Date Rcvd From Customer		
Date to Order Processing		
Date Rcvd By Order Processing		

☐ Agent _____

SERVICES TO INCLUDE

☐ Hotel / Motel	☐ 0+ / 0-	☐ Hospital	☐ 0+ / 0-
☐ Condo	☐ 0+ / 0-	☐ University	☐ 0+ / 0-
☐ Inmate	☐ 0+	☐ LEC Payphone	☐ 0+ / 0-
☐ Private Payphone	☐ 0+ / 0-	☐ Business	☐ 0+ / 0-
Estimated Revenue Commitment: \$0.00		☐ Alternate 800	
Number of ANIs Commitment: _____		☒ LEC/CLEC	☒ 0+ / 0-

OPERATOR SERVICES COMMISSION & SURCHARGES

Product Type: <u>E</u>	Rate Code: _____	Applicable States: <u>See Attached</u>
Commission Cycle:	☐ Weekly	☒ Monthly
Commission Percentages	Per Term Contract	Month to Month
Gross Commissionable Interstate	<u>38%</u>	<u>20.00%</u>
Gross Commissionable Intrastate	<u>25%</u>	<u>15.00%</u>
Gross Commissionable International	<u>38%</u>	<u>20.00%</u>
Gross Commissionable Bell Canada	<u>5.00%</u>	<u>5.00%</u>
IVR Charge	<u>.10</u>	<u>.10</u>
Monthly Service Fee	<u>\$39.00</u>	<u>\$39.00</u>

OPTIONAL CUSTOMER SURCHARGE

Interstate \$ _____	☐ Per Call	☐ Per Minute	Paid to Customer
InterLATA/Intrastate <u>State Max</u>	☐ Per Call	☐ Per Minute	Paid to Customer
IntraLATA <u>State Max</u>	☐ Per Call	☐ Per Minute	Paid to Customer
International <u>See Interstate</u>	☐ Per Call	☐ Per Minute	Paid to Customer _____%
Non-Bell Canada <u>See Interstate</u>	☐ Per Call	☐ Per Minute	Paid to Customer _____%
Local <u>See Intrastate</u>	☐ Per Call	☐ Per Minute	Paid to Customer _____%

BAD DEBT HOLDBACK

☒ Calculated based on Gross Revenue: 0% ☐ Calculated based on Commissions Paid: _____%

Usage revenue, commissions and Customer Surcharges above are defined in Section 4 of the Agreement, "Commissions and Surcharges", and are applicable to the Product Type shown above. Intrastate/IntraLATA commissions and surcharges are based on the Intrastate commissions and surcharge where applicable.

National Directory Assistance, LLC.

 By: _____
 (Authorized Representative Signature)

 (Date)

Customer

 By: _____
 (Authorized Representative Signature)

 (Date)

RESOLUTION NO. 148-16

Agreement with National Directory Assistance, Directory Service - OPS

RESOLUTION NO. _____

**RESOLUTION APPROVING DIRECTORY SERVICE AGREEMENT WITH
NATIONAL DIRECTORY ASSISTANCE, LLC**

WHEREAS, National Directory Assistance, LLC (“NDA”) is a leading wholesale provider of local and national directory assistance, operator service and listings management services; and

WHEREAS, the City of Opelika, Alabama (the “City”) d/b/a Opelika Power Services (“OPS”) desires to supply local directory assistance services and national directory assistance services to its own customers; and

WHEREAS, the City requires interstate and intrastate transmission and facility services in order to deliver calls to its own customers; and

WHEREAS, NDA has carrier transmission services, local directory assistance services and national directory assistance services that the City desires; and

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

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

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

4. That 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, ALABAMA

ATTEST:

CITY CLERK

Directory Assistance Service Agreement

This Agreement is made this the ____ day of __June__ 2016, by and between, _the City of Opelika, Alabama, d/b/a Opelika Power Services_ ("Customer"), a municipal corporation __, located at _600 Fox Run Parkway Opelika, AL 36801__, and National Directory Assistance ("Provider"), a Delaware limited liability company, located at 12700 Townepark Way , Louisville, Kentucky 40243.

WHEREAS, Customer desires to supply local directory assistance services ("DA") and national directory assistance services ("NDA") to its own customers (hereinafter "End Users"); and

WHEREAS, Customer requires interstate and intrastate transmission and facilities services in order to deliver calls to the DA location(s); and

WHEREAS, Provider has carrier transmission services, DA and NDA products and services that the Customer desires; and

WHEREAS, Customer shall supply Provider with all information necessary to enable Provider to carry out the services described in this Agreement;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants and conditions set forth below, Provider and Customer agree as follows:

1. DIRECTORY ASSISTANCE SERVICE

- 1.1 Provider will supply DA (local numbers considered to be in the local calling area as determined by the Customer) to the Customer's End Users using its NDA databases and other sources at industry standards. Customer shall pay Provider DA service charges determined in the manner described in the Directory Service Call Pricing section of Exhibit "A," DA fees.
- 1.2 Provider will supply NDA (non-local numbers considered to be outside the local calling area as determined by the Customer) to the Customer's End Users using its NDA databases and other sources at industry standards. Customer shall pay Provider NDA service charges determined in the manner described in the Directory Service Call Pricing section of Exhibit "A," NDA fees.
- 1.3 If applicable, Provider will supply Release Link Trunking (RLT) to the Customer at the Customer's request to allow the Customer to offer its End Users a local call completion option. Customer shall pay Provider RLT service charges determined in the manner described in the Directory Service Call Pricing section of Exhibit "A," RLT fees.
- 1.4 Provider will supply an NDA "call completion" option to the Customer's End User at no charges to the Customer or the Customer's End Users.
- 1.5 In conjunction with the call completion option on NDA requests, Provider will supply the long distance circuit for the duration of the End User's call. This circuit will incur toll charges due from the End User determined in the manner described in the Directory Service Call Pricing section of Exhibit "A," Long Distance Fees. Provider will abide by the rules and regulations of tariffs filed and accepted by each state in which each prospective NDA request is originated.
- 1.6 Provider will supply marketing services as described in the Marketing section of Exhibit "A".
- 1.7 Service will begin as soon as the Customer's facilities have been connected and tested successfully between the parties. Within (2) business days of successful testing between the Parties service will be available to all Customer's End Users.

2.0 TRANSMISSION

- 2.1 Provider will be responsible for transport cost for services associated with delivering DA and NDA services to the Customer's end office. Provider will determine, at its sole discretion, which transport method will be used when connecting Customer's end office to Provider's facilities.
- 2.2 Customer shall pay Provider facilities access charges determined in the manner described in the Transmission Charges section of Exhibit A, "Directory Assistance Services".
- 2.3 When a direct trunk-to-trunk connection is utilized to receive the Customer's incoming traffic, the Customer shall provide, at its own cost, an SS7 signaling route to originate calls on the trunk group established between the Customer's facilities and Provider's facilities.

3.0 BILLING AND COLLECTION

- 3.1 Provider will invoice Customer for the DA and NDA services supplied hereunder on a monthly basis. Each invoice will rate the services under the agreement in accordance with the rates and/or charges contained in Exhibit A. Payment shall be received by Provider within thirty (30) days from the date of the Customer invoice. If the payment is more than fifteen (15) days late or is in violation of any other payment provision contained herein, then Provider, at its discretion, may require the Customer to obtain a letter of credit in an amount that equals at least 100% of two month's average billings to maintain services. Letter of credit requirements would be added as an addendum to this agreement. Late payments shall earn interest at a rate equal to the greater of one and one-half percent (1-1/2%) per month or the maximum rate allowed by law. No interest shall be applied to amounts in dispute that are resolved in favor of Customer.

- 3.2 Provider will supply call records to Customer for billing purposes as specified in Section 4. When Customer elects NDA as the carrier for call completion, Customer will render and collect bills for the toll calls placed by End Users of Customer using the Call Completion service of Provider. Customer is responsible for payment to provider pursuant to section 3.1
- 3.3 Billing and collection services are supplied by Customer in consideration of the services supplied by Provider, and no additional compensation is payable by Provider therefore. When Customer elects the wholesale option for call completion, Customer agrees to be responsible for billing and collection of all applicable taxes and USF fees and therefore a billing and collection agreement is not required.
- 3.4 Any payment dispute by any party shall be claimed within sixty (60) days of each monthly invoice. No offsets are allowed by the Customer at any time unless approved in writing by Provider. All End User disputes must be referred to Provider's customer services representatives for approvals. Credits due to Customer or Customer's End Users will be issued on the next billing cycle.
- 3.5 Provider may, from time to time, adjust rates, charges, pricing of services, surcharges, and holdbacks due to regulatory, legislative or judicial mandates or supplier adjustments. Such adjustments shall be passed through to be paid by the Customer and shall be effective 30 days after delivery of notice by Provider to the Customer.
- 3.6 Upon renewal of the Agreement pursuant to section 5.1 herein, or from time to time after completion of the first year of this Agreement, Provider may, with 30 days written notice to Customer, adjust rates, charges, pricing of services, surcharges and holdbacks.

4.0 CALL RECORDS AND REPORTS

- 4.1 Provider will deliver to Customer call records and/or reports for all calls from Customer's End Users that access Provider's facilities. To the extent required by Section 3 hereto, Provider will also deliver records for toll calls to be billed by Customer. Summary reports will be delivered within 15 days of the end of the billing cycle for the services supplied.
- 4.2 Provider will deliver unrated DA and NDA call detail records in industry-standard EMI format, as specified by the Alliance for Telecommunications Industry Standards document ATIS/OBF-EMI-018.
- 4.3 If Customer requests, Provider will rate the DA and NDA call records at a flat rate per call as specified in the Billing Records section of Exhibit A. Customer shall pay Provider a record rating fee as specified in the Billing Records section of Exhibit A.
- 4.4 Provider will deliver rated NDA call completion call detail records in industry-standard EMI format, as specified by the Alliance for Telecommunications Industry Standards document ATIS/OBF-EMI-018. Customer will use such records to complete the provisions of Section 3.2.
- 4.5 Provider will make call records available electronically through its web site in either ASCII or EBCDIC character set, or both, at Customer's option. Provider will also transmit call records to an email address specified in the Billing Records section of Exhibit A at Customer's request.
- 4.6 At Customer's request, records can be stored on CD-ROM or magnetic tape and mailed to Customer's billing office. Customer shall pay Provider a Record Shipment Fee as specified in the Billing Records section of Exhibit A. If Customer chooses magnetic tape media, Customer shall return such media to Provider in reusable condition at Customer's own expense within 60 days of receipt, or Customer shall pay Provider a Media Replacement Fee as specified in the Billing Records section of Exhibit A.

5.0 TERMS OF AGREEMENT

- 5.1 This Agreement will commence upon the first date that service is rendered and shall continue for a period of one (1) year. This agreement will automatically renew for consecutive, unlimited one-year terms until terminated by 180 days written notice by either party, or as provided in Sections 7 and 9.
- 5.2 Either party will have the right to terminate this agreement with one hundred eighty (180) days written notice by either party, or as provided in Section 7, provided that termination cannot occur prior to the completion of the initial one (1) year term.

6.0 SERVICE STANDARDS

- 6.1 Provider employee(s) will be available twenty-four (24) hours per day, seven days per week, to resolve emergency outages, and from 8:00 a.m. to 5:00 p.m. Eastern time, Monday through Friday, excluding holidays, for non-emergency outage support services.
- 6.2 Calls will be processed by Provider in an accurate, polite, timely manner through automated or live response or a combination of both at Provider's discretion.

7.0 WARRANTIES

- 7.1 Customer's authorized representative has full authority to execute this agreement and to bind Customer to the terms and provisions of this Agreement.
- 7.2 Provider's authorized representatives have full authority to execute this Agreement and to bind Provider to its terms and provisions.
- 7.3 The Customer warrants that it shall accept the responsibility of and pay all applicable federal, state, or local use, excise, sales or privilege taxes, duties, or similar fees chargeable to or against Provider or to/against the Customer as may be assessed by any governmental body or regulatory authority as the result of the services provided under this Agreement.
- 7.4 The Customer and Provider warrant that both parties will comply with all federal and state laws.

7.5 PROVIDER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.0 LIABILITIES AND INDEMNIFICATION

8.1 Neither Provider or its representatives or agents shall have any liability to Customer or its Clients for any indirect, special, incidental, consequential, or punitive loss or damage of any kind, including lost profits or loss of use (whether or not Provider has been advised of the possibility of loss or damage), by reason of any act or omission in its performance under this Agreement other than by gross negligence or willful misconduct.

8.2 Provider shall not be liable to Customer or any user of Customer's service for any nonperformance or delay in performance of any of the requirements or obligations of this Agreement, either from Customer or its Clients or End Users, or any third party due to any force majeure conditions, including fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor disputes, authority, acts of God or public enemy, inability to secure products or transportation of communications facilities, or acts or omissions of carriers or subcontractors.

8.3 Provider shall use reasonable care in processing all work submitted to it by Customer and agrees that it will, at its expense, correct any errors that are due solely to malfunction of Provider's employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating data or program files.

8.4 Customer shall indemnify and hold harmless Provider from and against any and all loss, damage, or expense asserted against Provider by third parties and arising out of information provided to Provider by Customer or Customer's Clients, or arising out of the use of such information when furnished by Provider to Customer's Clients, other third parties at Customer's request, or Customer's officers, employees, and agents.

9.0 CONFIDENTIAL INFORMATION

9.1 It is anticipated by the parties that, from time to time, Provider may supply to Customer, and Customer may supply to Provider, confidential or proprietary information belonging to the supplying party, including, without limitation, information regarding the party and its business, pricing, Clients, and prospective Clients. Both parties agree to treat such information as proprietary and confidential and not disclose in part or whole information to third parties without written consent.

9.2 Provider and Customer acknowledge that all service reports, processes, and materials provided to Customer by Provider are proprietary, or contain proprietary information, that is the property of Provider. All proprietary information disclosed by either party of the other party for the purpose of performance of this Agreement, or which comes to the attention of the other party, its employees, officers, and agents during the course of this Agreement constitutes a valuable asset of that party. Provider and Customer will hold such information in confidence and shall not, except in the performance of the duties under this Agreement or with the express prior written consent of the other party, disclose or permit access to any such information to any person, firm, or corporations authorized by that party, and Provider and Customer shall cause their officers, employees, agents, and representatives to take such action as shall be necessary or advisable to preserve and protect the confidentiality of such proprietary information.

9.3 Each party may disclose such proprietary information only if such disclosure is required by a federal or state governmental agency, a competent court of law, or is otherwise required to be disclosed by law or is necessary in any proceeding establishing rights and obligations under this Agreement.

9.4 Notwithstanding the provisions of Section 5 of this Agreement the Provider shall reserve the right to terminate this Agreement immediately upon delivering prior written notice to the Customer of an unauthorized third party disclosure. Such termination of this Agreement is in addition to any other remedies for breach available at law or in equity.

9.5 The provisions of this nondisclosure of confidential and or proprietary information shall continue after termination of the Agreement, irrespective of which party terminates the Agreement or which party breaches the Agreement.

9.6 Customer agrees upon the termination of Agreement that it will not utilize, appropriate or otherwise use the confidential and or proprietary information in its operation, or business from the date of termination. All confidential and or proprietary information shall be returned to Provider with no copies retained by the Customer.

9.7 Customer agrees and acknowledges that disclosure or unauthorized use of the confidential and or proprietary information will cause immediate and irreparable harm to Provider. Therefore, the parties agree that Provider may, at its option, without waiver of any of its other rights, enforce this Agreement by injunctive relief or specific performance in addition to claims for damages, including all reasonable attorneys' fees and costs.

10.0 COST AND ATTORNEYS' FEES

10.1 If either of the parties brings an action against the other, including, but not limited to, declaratory relief or otherwise arising out of this Agreement, the prevailing party shall have the right to recover against the other party all costs and disbursements, including reasonable attorneys' fees in the action and on appeal.

10.2 The parties agree that any and all disputes in which the claim(s) or dispute(s), including attorneys' fees, is less than \$500,000.00 that cannot be amicably settled shall be determined by arbitration. All other disputes in which the claims exceed \$500,000.00 shall be resolved in a court of appropriate jurisdiction in Jefferson County, Kentucky. The arbitration shall be conducted under the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") subject to any provision or limitation provided in this Agreement that shall supersede the AAA rules.

10.3 In the event the parties cannot agree upon a single arbitrator within sixty (60) days from either request for arbitration of any dispute or claim, the arbitrator shall be selected pursuant to the AAA Rules. The arbitration shall be conducted in Jefferson County, Kentucky at such location as parties may mutually agree upon. If a location in Jefferson County, Kentucky cannot be agreed upon, the arbitrator shall make arrangements for a hearing in Jefferson County, Kentucky. Nothing in this Agreement shall require the parties to use the services of the AAA unless the parties cannot agree on the selection of an arbitrator.

10.4 It is the express intent of the parties that the limitations of liability and remedies provided in Section 8.0, et al., shall apply to all claims and disputes submitted to arbitration or which are resolved by a court of appropriate jurisdiction.

10.5 The parties further agree that they shall cooperate in the exchange of information during the arbitration proceedings. In the event the parties are unable to agree to depositions, interrogatories, and exchange of written documents, then the Kentucky Rules of Civil Procedure will govern the process, and each party is entitled to conduct such discovery as reasonably necessary to prepare its case. The arbitrator is specifically empowered to rule on the appropriateness of any discovery on which the parties cannot agree. The arbitrator shall only grant monetary damages and the arbitrator's authority to award damages shall not exceed \$500,000.00.

11.0 MISCELLANEOUS

11.1 This Agreement represents the entire agreement of the parties, and it shall supersede any and all other agreements, verbal or written, which may have been entered into by the parties.

11.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.3 Customer is not an agent or representative of Provider and shall not incur any obligations on behalf of Provider.

11.4 The failure of either party to insist on strict performance and compliance with any terms, covenants, conditions, or obligations of this Agreement shall not be construed as a waiver for the future of any term, covenant, condition, or obligation.

11.5 Neither party of this Agreement will offer employment or will attempt to employ the employees of the other party during the term of this Agreement without the written consent of the other party.

11.6 In the event that any of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect under the laws of any state in the United States of America, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of Provider and Customer shall be construed and enforced accordingly.

11.7 The caption of this Agreement is for convenience only and should not be construed to define or limit any terms. All of the terms of this Agreement are contractual and are not merely recitals.

11.8 Any change or modification to this Agreement shall be in writing and affirmed by the signature of both parties.

11.9 The parties agree that time is of the essence of this Agreement.

11.10 This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Kentucky, and the construction, interpretation and performance of this Agreement, and all transactions hereunder shall be governed by the laws of the Commonwealth of Kentucky.

11.11 In the event a petition for bankruptcy is filed on Customer's behalf, at its insistence or against its will, or if Customer shall otherwise be adjudicated to be insolvent, or if Customer shall make an assignment for the benefit of creditors, or otherwise take advantage of any act or law for the relief of debtors, such action shall be deemed a breach of this Agreement, and Provider, at its option and in its sole discretion, may cancel this Agreement and demand full payment for all charges owing it.

11.12 Provider shall have the right to subcontract any and all of the services required by this Agreement.

11.13 Provider can, on a customer-by-customer basis, determine which services it will offer based on the customer credit rating, the Customer's fraud experience, if applicable, and the amount of the Customer's invoices payable by Customer to Provider.

National Directory Assistance, LLC

By: Stephen Ferry

By: _____

National Directory Assistance, LLC.

Title: Vice President/Founding Partner

By: _____

By: _____

Title: _____

Title: _____

TAX I.D. #: 61-1389086

Exhibit "A"

A. Description of Service

The following minimum Directory Assistance capabilities shall be supplied:

1. A maximum of two customer listings and/or addresses per advanced request to live operator.
2. Telephone number and address upon request, except for non-published/unlisted numbers.
3. Provider will release, to all non-local requests, for Call Completion.

B. Directory Service Call Pricing

1. The pricing contained herein assumes cost per Directory Assistance call received at Provider's call center.
2. Automated Pricing: LDA .38 per call NDA .38 per call

C. Call Completion

1. _____ Customer elects NDA as Carrier for call completion, End Users that hold for call completion, where the terminating number requires a toll, will be charged based on a 25 cent-per-minute rate*.
2. _____ Customer elects wholesale call completion option at 18 cents-per-minute*, End Users that hold for call completion, where the terminating number requires a toll.
3. _____ Customer elects affirmative option for call connection at 0.20 per call. End Users will press "1" for call completion.

* All toll calls are billed at 18-second minimums and 6-second increments thereafter.

D. Marketing

1. Provider will supply "front-end" branding at no charge to the customer, provided that the brand is consistent with the Provider "Brand" of 411. This voice branding message will say: "Thank you for using 411 Directory Assistance," or similar language.
2. _____ Customer chooses to custom brand Directory Assistance call for 1.5 cents per call.

E. Transmission charges

1. On transmission services that Provider supplies from the Customer's premises to the Provider facilities, **Provider shall bear the cost of such transmission services**, excluding any connection or programming fees customer may incur to route traffic to the Provider supplied transmission facilities. Such services, if any, will be supplied by separate agreement.
2. Access charges will be assessed to the customer for the first minute of the Directory Assistance call at a rate of: N/A.
3. Non-recurring charges are as follows:

Branding Set-up Charge \$ N/A

Trunk Group Set-Up \$ N/A

Testing with Technicians
(During regular business hours) \$ N/A

Maintenance of customer-controlled
trunks, channels (During regular business hours) \$ N/A

F. Other Services and Charges:

1. _____ Monthly Data Listing Service and Published White Pages Support \$ _____
 _____ Under 2500 listings - \$14.95 _____ 2501 – 7499 listings - \$24.95 _____ Over 7500 listings - \$39.95

NDA will integrate Customer's listings into selected national databases and/or the national category databases. These directory listings will be available to directory assistance operators that search the national database for name-based searches and search the category database for category-based searches.

At the Customer's request, directory listings information can be extracted by exchange or locale and submitted to third party publishers to be included in printed white page directories.

Submission to Regional databases depends on location of listing data and restrictions by Carrier and may incur additional fees.

RESOLUTION NO. 149-16

Authorizing Engagement Letter with Melton Espy & Williams - Admin.

RESOLUTION NO. _____

WHEREAS, Metro Treatment of Alabama, L.P., heretofore filed with the State Health Planning and Development Agency (“SHPDA”) an application for the relocation of a methodone treatment facility in Livingston, Alabama, to 1051 Fox Run Parkway, Opelika, Alabama; and

WHEREAS, Auburn Treatment Center heretofore filed with SHPDA an application for a new treatment facility in the City of Opelika; and

WHEREAS, existing methodone clinics in Columbus, Georgia and Montgomery, Alabama provide a network of access of care for Lee County residents; and

WHEREAS, East Alabama Medical Center, an affected party, timely filed a statement of intervention and opposition to the application filed by Metro Treatment of Alabama; and

WHEREAS, East Alabama Medical Center, an affected party, timely filed a statement of intervention and opposition to the application filed by Auburn Treatment Center; and

WHEREAS, the City Council of the City of Opelika, Alabama, (the “City Council”) is opposed to the proposed methodone facilities in Opelika; and

WHEREAS, the City Council finds and determines that there is no need for a methodone clinic in Opelika; and

WHEREAS, the City Council finds and determines that the proposed projects will have a negative impact on the community; and

WHEREAS, East Alabama Medical Center and the City of Opelika (the “City”) desire to

retain the services of a law firm to provide legal services in connection with their opposition to the proposed methadone clinics in Opelika; and

WHEREAS, Melton, Espy & Williams, P.C., of Montgomery, Alabama, is qualified and capable of providing the services; and

WHEREAS, a proposed Engagement Letter to be entered into by and among East Alabama Medical Center, the City and Melton, Espy & Williams, P.C. 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 Engagement Letter.

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

1. That the proposed Engagement Letter to be entered into by and among East Alabama Medical Center, the City and Melton, Espy & Williams, P.C., a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Engagement Letter.

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

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name

and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Engagement Letter.

4. That all compensation and expenses payable to Melton, Espy & Williams, P.C. pursuant to the Engagement Letter shall be paid from the Unassigned Fund Balance.

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

6. 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

LAW OFFICES
MELTON, ESPY & WILLIAMS, P.C.

255 DEXTER AVENUE
MONTGOMERY, AL 36104

JOSEPH C. ESPY, III
JAMES E. WILLIAMS
J. FLYNN MOZINGO
C. MARK BAIN
BENJAMIN J. ESPY*
WILLIAM M. ESPY

* ALSO ADMITTED IN MISSISSIPPI

OAKLEY W. MELTON, JR.
(1927-2013)

June 16, 2016

MAILING ADDRESS:
P.O. DRAWER 5130
MONTGOMERY, AL 36103-5130
TELEPHONE (334) 263-6621
FAX (334) 269-9515

Ms. Roben Nutter, Esq.
East Alabama Medical Center
2000 Pepperell Parkway
Opelika, AL 36801
roben.nutter@eamc.org

Mayor Gary Fuller
City Attorney - City of Opelika
PO Box 390
Opelika, AL 36803
gfuller@opelika-al.gov

RE: East Alabama Medical Center and City of Opelika
Opposition to Methadone Clinic CONs

Dear Roben and Mayor Fuller:

Pursuant to your request, we have agreed to represent East Alabama Medical Center and the City of Opelika regarding the above matter. Our fee agreement is as follows:

- ▶ The hourly rate of \$425 for James E. Williams, \$350 for other attorneys in this firm, and \$120 for paralegal/legal assistant services rendered on behalf of East Alabama Medical Center and the City of Opelika.
- ▶ East Alabama Medical Center and the City of Opelika also agree to pay all costs and expenses incidental to the above matter, including but not limited to administrative agency fees, court costs, depositions, facsimile charges, copies, subpoena service, long distance telephone calls, extraordinary office expenses, postage and travel expenses. We are authorized to incur any reasonable and necessary expenses.
- ▶ East Alabama Medical Center and the City of Opelika agree that East Alabama Medical Center shall be responsible for \$10,000 of fees and expenses incurred in this matter. The City of Opelika will be responsible for all fees and expenses in excess of \$10,000.
- ▶ Any fees and expenses incurred by any consultant or expert witness shall be the responsibility of East Alabama Medical Center and the City of Opelika. Said fees and expenses will be paid by Melton, Espy & Williams, P.C., and be reimbursed by East Alabama Medical Center and the City of Opelika as set forth herein.

Attachment: Exhibit A (149-16 : Authorizing Engagement Letter, Melton Espy & Williams)

Ms. Roben Nutter, Esq.
 Mayor Gary Fuller
 June 16, 2016
 Page Two

- ▶ This fee agreement relates only to the above-referenced matter. If East Alabama Medical Center and the City of Opelika request additional services, or appellate services, then a new fee arrangement will need to be made at that time with regard to those legal matters.
- ▶ All bills will be submitted monthly and will be paid within thirty (30) days of receipt. Failure to pay same will allow the law firm to withdraw from any legal matter on behalf of East Alabama Medical Center and the City of Opelika.

If you approve of this fee agreement, please sign below and return to me.

Yours very truly,

MELTON, ESPY & WILLIAMS, P.C.

By _____
 James E. Williams

I, Roben Nutter, as Corporate Counsel of East Alabama Medical Center, do hereby agree to the legal employment of MELTON, ESPY & WILLIAMS, PC, in the above matter and do further agree to the fee arrangement as set forth in the foregoing letter agreement.

EAST ALABAMA MEDICAL CENTER

DATED: _____

By: _____
 Roben Nutter, Corporate Counsel

I, Gary Fuller, as Mayor for the City of Opelika, do hereby agree to the legal employment of MELTON, ESPY & WILLIAMS, PC, in the above matter and do further agree to the fee arrangement as set forth in the foregoing letter agreement.

CITY OF OPELIKA

DATED: _____

By: _____
 Gary Fuller, Mayor

Attachment: Exhibit A (149-16 : Authorizing Engagement Letter, Melton Espy & Williams)

ORDINANCE NO. 116-16-ORD

Sale 3 Lots on Geneva / Revised Ord. - 1St Reading.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CONVEYANCE OF
REAL PROPERTY TO JSR REAL ESTATE HOLDINGS, LLC**

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama, is no longer needed for public or municipal purposes, to-wit:

PARCEL ONE

Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, and run thence North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 100.4 feet to the point of beginning of the lot here to be described; from said point of beginning, continue North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 114.5 feet to a point now marked by an iron pin; run thence North 88 degrees 00 minutes East, 112.7 feet; thence North 71 degrees 53 minutes East, 33.3 feet; thence North 90 degrees 00 minutes East, 248.8 feet; thence South 3 degrees 32 minutes West, 76.0 feet; thence South 88 degrees 27 minutes West, 229.0 feet; thence South 80 degrees 14 minutes West, 131.0 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto appertaining.

Being Lot No. 1 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor, which survey was attached to the deed dated November 19, 1949, from C. G. Littleton, Sr., and W.L. Littleton to Dista-Cast, Inc., a corporation, which deed is recorded in Deed Book 323, at Page 137, in the Office of the Judge of Probate of Lee County, Alabama.

PARCEL TWO

Lot No. 2 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor attached to and made a part of deed from C. G. Littleton, Sr., to the grantors herein dated January 23, 1950, recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 331 at Page 375 et seq., said property being more particularly described as follows: From the intersection of the easterly margin of Geneva Street with the northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, run north 17 degrees 32' west along the easterly margin of Geneva Street 76.4 feet to the point of beginning of the property here to be described and conveyed: From said point of beginning run north 74 degrees 24' east 106.1 feet; thence run north 3 degrees 42' west 28.5 feet; thence run south 80 degrees 14' west 113.0 feet to the easterly margin of Geneva Street; thence run South 17 degrees 32' east along the easterly margin of Geneva Street 24 feet to the point of beginning.

PARCEL THREE

A part of Lot 9, Block 226, of Totten's Official Map of the City of Opelika which is more particularly described as follows: Commence at the intersection of the Easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, said point of intersection being the beginning point of the lot here to be described and conveyed: From said point of beginning run thence North 17 degrees 32 minutes West along the Easterly margin of Geneva Street, 76.4 feet; run thence North 74 degrees 24 minutes East, 106.1 feet; thence run South 3 degrees 42 minutes East, 105.3 feet to the Northerly margin of Stowe Street; thence North 87 degrees 37 minutes West, along the Northerly margin of Stowe Street, 86.1 feet to the point of beginning; together with all improvements thereon; being Lot No. 3 as shown on plat of survey signed by V.B. Watwood, Engineer and Surveyor.

Also the perpetual right to the unobstructed use for the purpose of ingress and egress in common with the owners from time to time of Lot Nos. 1, 2 and 3 as shown by the above-mentioned survey, in and over an alley way, particularly described as follows, to-wit: Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of

Opelika, Lee County, Alabama, and run thence South 87 degrees 37' East along the northerly margin of Geneva Street with the Northerly margin of Stowe Street 86.1 feet to the point of beginning of the alley here to be described; from said point of beginning run thence North 3 degrees 42' West 133.8 feet; thence North 80 degrees 14' East, 18 feet; thence South 3 degrees 49' East 140.0 feet to the northerly margin of Stowe Street; thence North 87 degrees 37' West, 18 feet to the point of beginning; being a strip of land 18 feet in width running from Stowe Street to Lot No. 1 as shown on the above-mentioned survey; the rights of ingress and egress in said alley to be held and owned in common with the owners from time to time of the lots and designated as Lots No. 1, 2 and 3 on the above-mentioned survey, the expenses of maintenance of said alley way hereafter to be borne in three equal parts by the owners from time to time of the three lots designated on the above-mentioned survey as Lot Nos. 1, 2 and 3.

The above parcels being the identical property conveyed by warranty deed dated April 19, 1995 from Twin City Wholesale, Inc., to the City of Opelika, of record in Deed Book 1941 at Page 52 in the Office of the Judge of Probate of Lee County, Alabama.

Section 2. The City of Opelika having received an offer from JSR Real Estate Holdings, LLC, an Alabama limited liability company, to purchase the real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Opelika to sell said real property to JSR Real Estate Holdings, LLC in the consideration of the sum of One Hundred Thousand Dollars (\$100,000).

Section 3. The Mayor is hereby authorized and directed to execute for and in the name and on behalf of the City, a sales contract, between the City of Opelika and JSR Real Estate Holdings, LLC and the City Clerk is hereby authorized and directed to affix the seal of the City to said contract and to attest the same. Said contract shall be substantially in the form attached as Exhibit "A" to this Ordinance, which form is hereby adopted in all respects as if set out in full in this ordinance, with such changes as may be approved by the Mayor.

Section 4. The Mayor and the City Clerk be, and they are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, Alabama, a warranty deed, a copy of which is on file in the Office of the City Clerk, whereby the City of Opelika does convey the premises described in Section 1 hereof to JSR Real Estate Holdings, LLC, for and in consideration of the sum of \$100,000.00, such purchase price to be satisfied as specified in the attached contract.

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

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

Section 7. That Ordinance No. 115-16 adopted on June 7, 2016, is hereby repealed.

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 this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT made and entered into this the _____ day of _____, 2016 by and between the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as “Seller”), and JSR Real Estate Holdings, LLC, an Alabama limited liability company, (hereinafter referred to as “Purchaser”).

WITNESSETH:

In consideration of the mutual covenants contained herein, Seller and Purchaser agree as follows:

1. **PURCHASE OF PROPERTY:** Seller hereby agrees to sell and convey unto Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the conditions hereinafter set forth, the following described real property located at the intersection of Geneva Street and Stowe Avenue in the City of Opelika, Alabama (hereinafter called “PROPERTY”), described as follows:

PARCEL ONE

Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, and run thence North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 100.4 feet to the point of beginning of the lot here to be described; from said point of beginning, continue North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 114.5 feet to a point now marked by an iron pin; run thence North 88 degrees 00 minutes East, 112.7 feet; thence North 71 degrees 53 minutes East, 33.3 feet; thence North 90 degrees 00 minutes East, 248.8 feet; thence South 3 degrees 32 minutes West, 76.0 feet; thence South 88 degrees 27 minutes West, 229.0 feet; thence South 80 degrees 14 minutes West, 131.0 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto appertaining.

Being Lot No. 1 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor, which survey was attached to the deed dated November 19, 1949, from C. G. Littleton, Sr., and W.L. Littleton to Dista-

Cast, Inc., a corporation, which deed is recorded in Deed Book 323, at Page 137, in the Office of the Judge of Probate of Lee County, Alabama.

PARCEL TWO

Lot No. 2 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor attached to and made a part of deed from C. G. Littleton, Sr., to the grantors herein dated January 23, 1950, recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 331 at Page 375 et seq., said property being more particularly described as follows: From the intersection of the easterly margin of Geneva Street with the northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, run north 17 degrees 32' west along the easterly margin of Geneva Street 76.4 feet to the point of beginning of the property here to be described and conveyed: From said point of beginning run north 74 degrees 24' east 106.1 feet; thence run north 3 degrees 42' west 28.5 feet; thence run south 80 degrees 14' west 113.0 feet to the easterly margin of Geneva Street; thence run South 17 degrees 32' east along the easterly margin of Geneva Street 24 feet to the point of beginning.

PARCEL THREE

A part of Lot 9, Block 226, of Totten's Official Map of the City of Opelika which is more particularly described as follows: Commence at the intersection of the Easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, said point of intersection being the beginning point of the lot here to be described and conveyed: From said point of beginning run thence North 17 degrees 32 minutes West along the Easterly margin of Geneva Street, 76.4 feet; run thence North 74 degrees 24 minutes East, 106.1 feet; thence run South 3 degrees 42 minutes East, 105.3 feet to the Northerly margin of Stowe Street; thence North 87 degrees 37 minutes West, along the Northerly margin of Stowe Street, 86.1 feet to the point of beginning; together with all improvements thereon; being Lot No. 3 as shown on plat of survey signed by V.B. Watwood, Engineer and Surveyor.

Also the perpetual right to the unobstructed use for the purpose of ingress and egress in common with the owners from time to time of Lot Nos. 1, 2 and 3 as shown by the above-mentioned survey, in and over an alley way, particularly described as follows, to-wit: Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, and run thence South 87 degrees 37' East along the northerly margin of Geneva Street with the Northerly margin of Stowe Street 86.1 feet to the point of beginning of the alley here to be described; from said

point of beginning run thence North 3 degrees 42' West 133.8 feet; thence North 80 degrees 14' East, 18 feet; thence South 3 degrees 49' East 140.0 feet to the northerly margin of Stowe Street; thence North 87 degrees 37' West, 18 feet to the point of beginning; being a strip of land 18 feet in width running from Stowe Street to Lot No. 1 as shown on the above-mentioned survey; the rights of ingress and egress in said alley to be held and owned in common with the owners from time to time of the lots and designated as Lots No. 1, 2 and 3 on the above-mentioned survey, the expenses of maintenance of said alley way hereafter to be borne in three equal parts by the owners from time to time of the three lots designated on the above-mentioned survey as Lot Nos. 1, 2 and 3.

The above three parcels being the identical parcels of land conveyed by warranty deed dated April 19, 1995 from Twin City Wholesale, Inc., to the City of Opelika of record in Deed Book 1941 at Page 52 in the Office of the Judge of Probate of Lee County, Alabama.

2. **PURCHASE PRICE:** The purchase price for the PROPERTY shall be \$100,000.00, payable in full at the time of closing.

3. **CLOSING:** Subject to the terms and provisions of this Contract, the "Closing" will be held at City Hall, or at such other place as is mutually agreeable to the Seller and the Purchaser on a date to be designated by the Purchaser within thirty (30) days after the date hereof. At Closing and upon the payment of the entire purchase price as recited in this Contract, the Seller shall execute and deliver to Purchaser a good and sufficient warranty deed conveying to the Purchaser good and marketable title to the PROPERTY, subject only to:

- (a) All easements, restrictions, reservations, covenants, conditions and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use or survey.
- (b) All zoning ordinances and subdivision regulations of the City of Opelika.

In the event title to the PROPERTY is found to be defective and is not good and merchantable, then upon notification thereof by Purchaser to Seller, Seller shall have a reasonable time to correct the defects; but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising hereunder shall terminate.

At closing, Purchaser shall deliver to Seller a check in the amount of the purchase price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to Purchaser in the manner described in this Contract shall be paid by the Seller, except that Purchaser agrees to pay all costs associated with publishing the ordinance which authorizes the conveyance of the property to the Purchaser. All other costs and expenses of closing, including the cost of readvertising the ordinance, shall borne by the Purchaser.

4. **RISK OF LOSS:** Seller shall bear the risk of all loss or damage to the premises from all causes until the closing date. If, prior to the closing date, all or part of the premises are damaged by fire or some other cause of whatsoever nature, Seller shall promptly give Purchaser written notice of such damage. After notice of such damage, Purchaser shall have the option to require Seller (1) to convey the premises, on the closing date, in its damaged condition, or (2) Purchaser may, at his option, terminate the contract by written notice to the Seller.

5. **POSSESSION:** Seller shall deliver to Purchaser possession of the property at closing.

6. **DEFAULT.** In the event of a default by Seller or Purchaser, the non-defaulting party may state its or his intention to comply with the contract and seek specific performance of this contract or bring suit for damages.

7. **LEGAL FEES:** Each party agrees to pay its own legal fees for closing this transaction.

8. **SURVIVAL OF TERMS:** The Seller's covenants and representations shall survive the closing and shall not be merged in the deed delivered by Seller.

10. **BINDING EFFECT:** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

11. **ENTIRE AGREEMENT:** This Contract embodies the entire agreement between the parties hereto and there are no oral or parole agreements existing between the Seller and the Purchaser relating to the subject matter which is not expressly set forth herein and covered hereby.

12. **TIME OF ESSENCE:** Time is of the essence of this Contract.

13. **GENDER.** Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

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

CITY OF OPELIKA, ALABAMA.

By: _____
ITS MAYOR

ATTEST:

CITY CLERK

JSR REAL ESTATE HOLDINGS, LLC

By: _____
JARROD STEWART ROBERTS,
ITS MEMBER

STATE OF ALABAMA)
 :
COUNTY OF LEE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to the undersigned GRANTOR, CITY OF OPELIKA, ALABAMA, a municipal corporation, in hand paid JSR REAL ESTATE HOLDINGS, LLC, an Alabama limited liability company, the receipt and sufficiency of which are hereby acknowledged, the said CITY OF OPELIKA, ALABAMA, does hereby grant, bargain, sell and convey unto the said JSR REAL ESTATE HOLDINGS, LLC, herein referred to as GRANTEE, the following described real estate situated in Opelika, Lee County, Alabama, to-wit:

PARCEL ONE

Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, and run thence North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 100.4 feet to the point of beginning of the lot here to be described; from said point of beginning, continue North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 114.5 feet to a point now marked by an iron pin; run thence North 88 degrees 00 minutes East, 112.7 feet; thence North 71 degrees 53 minutes East, 33.3 feet; thence North 90 degrees 00 minutes East, 248.8 feet; thence South 3 degrees 32 minutes West, 76.0 feet; thence South 88 degrees 27 minutes West, 229.0 feet; thence South 80 degrees 14 minutes West, 131.0 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto appertaining.

Being Lot No. 1 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor, which survey was attached to the deed dated November 19, 1949, from C. G. Littleton, Sr., and W.L. Littleton to Dista-Cast, Inc., a corporation, which deed is recorded in Deed Book 323, at Page 137, in the Office of the Judge of Probate of Lee County, Alabama.

PARCEL TWO

Lot No. 2 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor attached to and made a part of deed from C. G. Littleton, Sr., to the grantors herein dated January 23, 1950, recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 331 at Page 375 et seq., said property being more particularly described as follows: From the intersection of the easterly margin of Geneva Street with the northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, run north 17 degrees 32’ west along the easterly margin of Geneva Street 76.4 feet to the point of beginning of the property here to be described and conveyed: From said point of beginning run north 74 degrees 24’ east 106.1 feet; thence run north 3 degrees 42’ west 28.5 feet; thence run south 80 degrees 14’ west 113.0 feet to the easterly margin of Geneva Street; thence run South 17 degrees 32’ east along the easterly margin of Geneva Street 24 feet to the point of beginning.

Attachment: JSR warranty deed Roberts 061316 (116-16-ORD : Sale 3 Lots on Geneva / Revised Ord - 1st Reading)

PARCEL THREE

A part of Lot 9, Block 226, of Totten's Official Map of the City of Opelika which is more particularly described as follows: Commence at the intersection of the Easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, said point of intersection being the beginning point of the lot here to be described and conveyed: From said point of beginning run thence North 17 degrees 32 minutes West along the Easterly margin of Geneva Street, 76.4 feet; run thence North 74 degrees 24 minutes East, 106.1 feet; thence run South 3 degrees 42 minutes East, 105.3 feet to the Northerly margin of Stowe Street; thence North 87 degrees 37 minutes West, along the Northerly margin of Stowe Street, 86.1 feet to the point of beginning; together with all improvements thereon; being Lot No. 3 as shown on plat of survey signed by V.B. Watwood, Engineer and Surveyor.

Also the perpetual right to the unobstructed use for the purpose of ingress and egress in common with the owners from time to time of Lot Nos. 1, 2 and 3 as shown by the above-mentioned survey, in and over an alley way, particularly described as follows, to-wit: Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, and run thence South 87 degrees 37' East along the northerly margin of Geneva Street with the Northerly margin of Stowe Street 86.1 feet to the point of beginning of the alley here to be described; from said point of beginning run thence North 3 degrees 42' West 133.8 feet; thence North 80 degrees 14' East, 18 feet; thence South 3 degrees 49' East 140.0 feet to the northerly margin of Stowe Street; thence North 87 degrees 37' West, 18 feet to the point of beginning; being a strip of land 18 feet in width running from Stowe Street to Lot No. 1 as shown on the above-mentioned survey; the rights of ingress and egress in said alley to be held and owned in common with the owners from time to time of the lots and designated as Lots No. 1, 2 and 3 on the above-mentioned survey, the expenses of maintenance of said alley way hereafter to be borne in three equal parts by the owners from time to time of the three lots designated on the above-mentioned survey as Lot Nos. 1, 2 and 3.

The above-described parcels being the identical property conveyed by warranty deed dated April 19, 1995 from Twin City Wholesale, Inc., to the City of Opelika, of record in Deed Book 1941 at Page 52 in the Office of the Judge of Probate of Lee County, Alabama.

This conveyance is made subject to any and all restrictions, reservations, easements, covenants, conditions and rights-of-way affecting said property which are recorded in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use or survey.

TO HAVE AND TO HOLD unto said JSR REAL ESTATE HOLDINGS, LLC, its successors and assigns in fee simple, forever.

And the GRANTOR, does for itself, its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same unto the said GRANTEE, its successors and assigns forever; against the lawful claims of all persons.

IN WITNESS WHEREOF, the said CITY OF OPELIKA, ALABAMA, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, City Clerk, both of whom are hereunto authorized pursuant to Ordinance No. _____ of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto and marked Exhibit “A” on this the _____ day of _____, 2016.

CITY OF OPELIKA, ALABAMA
a Municipal Corporation

By: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman
City Clerk

STATE OF ALABAMA
COUNTY OF LEE

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

GIVEN under my hand and seal of office this the _____ day of _____, 2016.

NOTARY PUBLIC
My Commission Expires: _____

GRANTEE’S ADDRESS:

JSR Real Estate Holdings, LLC
1746 Belcastel Court
Auburn, AL 36830

Attachment: JSR warranty deed Roberts 061316 (116-16-ORD : Sale 3 Lots on Geneva / Revised Ord - 1st Reading)

This document prepared by:
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