



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
September 6, 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
 1. Martha Elizabeth Story and Terez Thomas from Jeter Primary.
5. READING OF MINUTES
 1. Minutes from the 8-16-16 Council Meeting.
 2. Minutes from the Called CM on 8-30-16.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Recognize the 20 Under 40 current class members.
 2. Recognize the individuals that helped with the Ward 1 Neighborhood Pride weekend.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request for the 2016 Christmas Parade.
 2. Request from Lee Co. Life Chain for October 2Nd Event.
 3. Gateway Food Mart Retail Beer & Wine Off Premise Alcohol License.
 4. Public Hearing for Demolition - 1400 Old Columbus Road
12. AWARDING OF BIDS
 1. Fire Extinguisher Maintenance - All Depts
 2. Tree Trimming Services - OPS
13. RESOLUTIONS
 1. Order a Demolition - 1003 Alton Court - Inspection. - Tabled
 2. Expense Reports from Various Departments.
 3. Designate City Personal Property Surplus & Authorize Disposal

4. Resolution for Demolition - 1400 Old Columbus Road
 5. Lease - Mailing System - City Hall
 6. Retirement Purchase of Military Service for OPD Employee.
 7. Annual Renewal of the Excess Loss Insurance Contract.
 8. Annual Renewal General Liability Insurance
 9. Request for a Special Use Permit by Sprint at 1015 West Point Parkway.
 10. Employment Contract with Terry White
 11. City Budget for FY 2017.
 12. Special Appropriation, Opelika School System - Alternative Learning Center.
 13. Special Appropriation to Chamber of Commerce, Young Leaders Program.
 14. Personal Property Lease Agreement - OES.
 15. Amending Organizational Chart O.E.S.
14. ORDINANCES
1. Conveyance of City Property, 10962 Lee Rd 279 - 2Nd Reading.
 2. Rezoning, 18.7 Acres, Jeter Avenue - 2Nd Reading.
 3. Lease Agreement, East Central Alabama Highway Safety Office - 1St Reading.
15. APPOINTMENTS
16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1850)

Meeting: 09/06/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1850

Minutes from the 8-16-16 Council Meeting.



OPELIKA CITY COUNCIL

“ REGULAR MEETING MINUTES “

204 South 7th Street

August 16, 2016

TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:00 PM asking Mr. Shuman to call the roll.

2. Roll Call

All council members except Mr. Gray were present for this council meeting.

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

3. Invocation

Antione Davis provided the invocation.

4. Pledge of Allegiance

President pro-tem Patsy Jones lead the Pledge of Allegiance.

5. Reading of Minutes

1. Council Meeting Minutes from the 8-02-16 CM.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Larry Gray

6. Unfinished Business

7. Remarks By the Mayor

1. July 2016 Building Permit Monthly Detail Report

Mayor Fuller called on City Administrator, Joey Motley, to present a summary of the July 2016 Building Permit report.

2. Recognize the Cemetery Volunteers.

Mayor Fuller recognized three citizens for their volunteer work in cleaning up and maintaining a cemetery that is not owned by the City.

3. Recognize the Opelika Chiefs pro-football team.

Mayor Fuller recognized the Opelika Chiefs pro-football team for a great year and representing Opelika.

4. Recognize the Huntingdon College recent graduates.

Mayor Fuller recognized the recent graduates of Huntingdon College.

5. Recognize the SeaDawgs swim team medalist that competed in the 2016 State competition.

Mayor Fuller recognized the SeaDawgs swim team members for their outstanding performance in the 2016 State competition.

8. Citizen Communications

(Limit comments to five minutes or less)

Steven Murray, 2809 Sutton Way, spoke on behalf of the residents of the Sutton Way sub-division and requested the City provide city sewage service to their sub-division. Mr. Murray

said the septic tank system installed by the developer was not installed properly and has failed. Mr. Murray said he has already spend \$10,000 in trying to repair his septic system in his yard. Mr. Murray passed out a map and pictures to the Mayor and council members. Mayor Fuller said he would investigate this matter and see what can be done.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. NC Foods LLC DbA La Cantina- Restaurant Retail Liquor & Beer on Premise License

RESULT: APPROVED [UNANIMOUS]

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Larry Gray

2. Public Hearing, Rezoning, 18.7 Acres, Jeter Avenue

Jerry Kelly, Planning Director, presented a summary of the request for re-zoning of said property. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said re-zoning. No one came forward to speak. President Smith closed the public hearing.

3. Public Hearing Weed Abatement Assessment - 56 Samford Ave.

Mr. Shuman presented a public hearing for the assessment of a weed abatement at 56 Samford Avenue. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

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

Mr. Shuman presented a public hearing for the assessment of a weed abatement at 225 Vero Court. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

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

Mr. Shuman presented a public hearing for the assessment of a weed abatement at 229 Vero Court. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing Weed Abatement Assessment - 512 S 8Th St.

Mr. Shuman presented a public hearing for the assessment of a weed abatement at 512 S. 8th Street. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

There was no bids.

13. Resolutions

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

This resolution remained Tabled.

2. Resolution Authorize a Demolition - 1113 Lake Street - Tabled.

Ms. Jones made the motion to remove said resolution from the Table and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Smith T, Canon, Smith

Nays None.

- RESULT:** REMOVED FROM AGENDA [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
3. Resolution 196-16 Expense Reports from Various Departments.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
4. Resolution 197-16 Purchase One (1) 2016 Ford F150 Crew Cab 4X2 Pickup - PW
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
5. Resolution 198-16 Weed Abatement Assessment - 56 Samford Ave
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 199-16 Weed Abatement Assessment - 225 Vero Ct.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
7. Resolution 200-16 Weed Abatement Assessment - 229 Vero Ct.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
8. Resolution 201-16 Weed Abatement Assessment - 512 S 8Th St.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
9. Resolution 202-16 Request by T-Mobile for a Special Use Permit.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
10. Resolution 203-16 Amendment to Contract Solid Waste Disposal
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
11. Resolution 204-16 Agreement, Professional Services - Grants.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
12. Resolution 205-16 Fire Dept 2016 Airport Standby Contract
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
13. Resolution 206-16 Special Appropriation, 2016 Health Fair - P/R.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
14. Resolution 207-16 Special Appropriation, City Float in 2016 Christmas Parade.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
15. Resolution 208-16 Approve CDBG Action Plan PY2016
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray
16. Resolution 209-16 Approve CDBG Subrecipient Agreements PY2016

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

17. Resolution 210-16 Expense Report OIDA Wison.

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

14. Ordinances

1. Ordinance 118-16-ORD Extension of Moratorium on Developmental Sewer Fees - P/W. - 2Nd Reading.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Larry Gray

2. Ordinance Public Hearing, Rezoning, 18.7 Acres, Jeter Avenue - 1St Reading
 This ordinance was introduced by Mr. Canon for a first reading.

RESULT: FIRST READING INTRODUCED

3. Ordinance Conveyance of City Property, 10962 Lee Rd 279.
 This ordinance was introduced by Mr. Smith T. For a first reading.

RESULT: FIRST READING INTRODUCED

15. Appointments

1. Reappoint Pam Powers-Smith to the Downtown Redevelopment Authority. Term expires 8-07-22.

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

2. Reappoint Lisa Ditchkoff to the Downtown Redevelopment Authority. Term expires 8-07-22.

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

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 adjourned at 7:49 PM.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Larry Gray

Attachment: CM 9-06-16, minutes from 8-16-16 CM (1850 : Minutes from the 8-16-16 Council Meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1865)

Meeting: 09/06/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1865

Minutes from the Called CM on 8-30-16.



OPELIKA CITY COUNCIL “ CALLED MEETING MINUTES “

204 South 7th Street

August 30, 2016

TIME: 12:00 PM

1. Call to Order

President Smith called this special called council meeting to order at 12:00pm (Noon) asking Mr. Shuman to call the roll. All council members were present except for Mr. Gray. Mr. Gray came in late at approximately 12:08 pm.

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

6. Unfinished Business

7. Remarks By the Mayor

8. Citizen Communications

(Limit comments to five minutes or less)

9. Report of Disbursements

10. Committee Reports

11. General Business

12. Awarding of Bids

13. Resolutions

1. Resolution Canvassing 8/23 Election Results.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Larry Gray

2. Resolution Recount Procedures for 2016 Municipal Election.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Larry Gray

14. Ordinances

1. Ordinance Set the October 4Th Run-Off Municipal Election.

Mr. Smith T introduced this ordinance. Then Mr. Canon made the motion to suspend the rules and approve said ordinance. The following votes were recorded:

Ayes Jones, Smith T, Canon, Smith

Nays None

Note: Mr. Gray came in at 12:08 pm.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Larry Gray, Council Member

SECONDER: Dozier Smith T, Council Member

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

15. 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

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 09/06/16 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 1852)

DOC ID: 1852

Request for the 2016 Christmas Parade.

THE
OPELIKA
CHAMBER OF COMMERCE

August 1, 2016

Honorable Gary Fuller, Mayor
City of Opelika
Post Office Box 390
Opelika, AL 36803-0390

Re: 2017 Christmas Parade

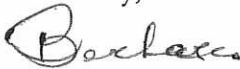
Dear Mayor Fuller:

The Opelika Christmas Parade Committee respectfully requests permission from the City of Opelika to host the annual Christmas Parade along its downtown streets. This year's parade is scheduled for Saturday, December 10, at 10:00a.m. and will last approximately 45 minutes. The parade will begin at the intersection of South 9th Street and the Avenue C. The parade route remains the same as in previous years. A map of the parade route is attached for your reference.

In order to ensure a safe and enjoyable event for our citizens, the committee also requests the usual outstanding assistance in traffic control from the Police and Public Works Departments. By virtue of this letter, Chief John McEachern and Mike Hilyer will be informed of our schedule and needs.

Thank you in advance for your support of this popular event. If you have any questions, please do not hesitate to contact me at 334.745.4861

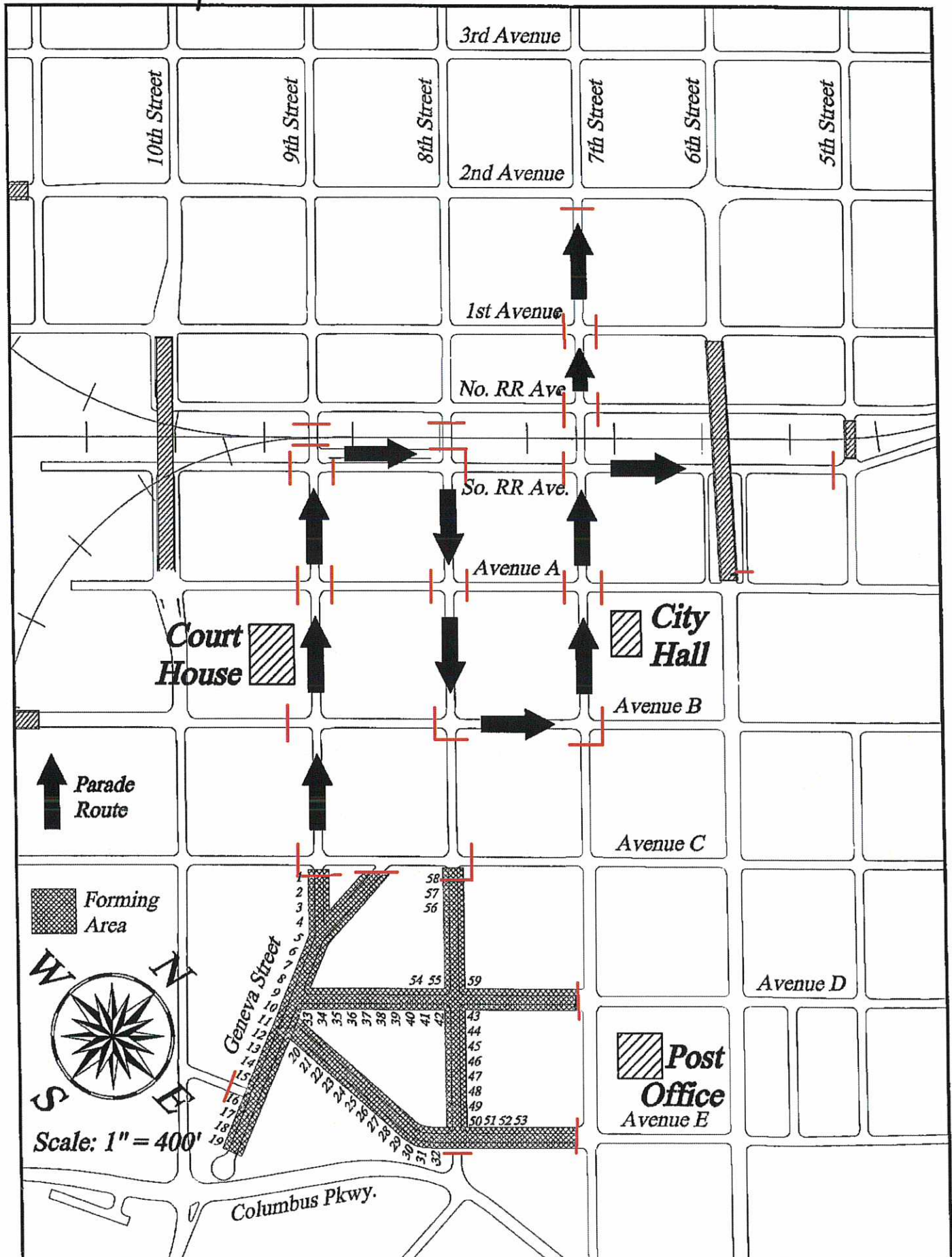
Sincerely,



Barbara Patton
President

Cc: Joey Motley, City Administrator
Chief John McEachern
Mike Hilyer Public Works/ESG
Vivian Anthony Chamber

Opelika PD Barricade Locations



Attachment: CM 9-06-16, request 2016 Christmas parade (1852 : Request for the 2016 Christmas Parade.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1873)

Meeting: 09/06/16 07:00 PM
Department: City Clerk
Category: Request - Use of City ROW
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1873

Request from Lee Co. Life Chain for October 2Nd Event.

Shuman, Robert

From: Angela <alotthambys@charter.net>
Sent: Wednesday, August 31, 2016 8:24 PM
To: Shuman, Robert
Subject: Life Chain

Lee County Life Chain Committee would like city council approval to have the annual Life Chain on Sunday, October 2, 2016 from 2:30 till 4 p.m. The event will be held on the right of way of Gateway Drive and Frederick Road by the Regions Bank and down past O'Charley's. Participants will form a human chain standing 5 to 10 feet apart holding signs that say "Abortion Kills Children", "Adoption: A Loving Option", or "Jesus Heals and Forgives". This is a peaceful, prayerful stand against the evil of abortion in our society. The committee follows guidelines put out by National Life Chain Committee www.lifechain.net Regions Bank has given us permission to use their parking area for participants to park and for a registration table. Lowe's has also given permission for overflow parking in their parking area closest to Regions Bank. We expect about 100 participants and will begin to gather at 2 p.m. and be dispersed by 4:30 p.m.

Thank you,
Angela Hamby
Lee County Life Chain Committee

Will send letter from Regions branch manager in another email

Sent from my iPhone

Attachment: CM 9-01-16, request from Lee Co. Life Chain (1873 : Request from Lee Co. Life Chain for October 2Nd Event.)

Shuman, Robert

From: Angela <alotthambys@charter.net>
Sent: Wednesday, August 31, 2016 8:26 PM
To: Shuman, Robert
Subject: Fwd: Life Chain

Sent from my iPhone

Begin forwarded message:

From: Terry Mitchell <terry.mitchell@regions.com>
Date: August 30, 2016 at 2:43:25 PM CDT
To: Angela <alotthambys@charter.net>
Cc: "snkincaid@att.net" <snkincaid@att.net>
Subject: RE: Life Chain

Angela,

This email is in response to your request to use the parking lot of Regions Bank located at 2401 Gateway Drive, Opelika, Al on Sunday, October 2, 2016.

Regions Bank permits the use of its parking lot on the above mentioned date for the parking of vehicles by your organization. Please understand that Regions Bank request that your vehicles park in the designated parking spaces within the parking lot. This will allow our clients uninterrupted access to our drive up night depository and ATM.

We ask that all vehicles be removed from the parking lot by sundown on Sunday October 2, 2016. Additionally, please collect and remove all debris (if any) created by you while parked on Regions Bank property.

Should you have any questions please feel free to respond to this email or contact me by phone at 334-749-8151.

Sincerely,

Terry Mitchell
 Branch Manager
 Regions Bank
 Opelika, Al
 Phone: 334-749-8151
 Fax: 334-742-7111

-----Original Message-----

From: Angela [mailto:alotthambys@charter.net]
 Sent: Thursday, August 25, 2016 10:08 PM

Attachment: CM 9-01-16, request from Lee Co. Life Chain (1873 : Request from Lee Co. Life Chain for October 2Nd Event.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1870)

Meeting: 09/06/16 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley
Sponsors:

DOC ID: 1870

Gateway Food Mart Retail Beer & Wine Off Premise Alcohol License.



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1759)

Meeting: 09/06/16 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 1759

Public Hearing for Demolition - 1400 Old Columbus Road

June 22, 2016

TO:

Arlene Rivers
170 Lee Road 100
Opelika, AL 36804

Michael Paul Rivers
170 Lee Road 100
Opelika, AL 36804

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, William Robert Chambers is the owner of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 1400 Old Columbus Road, Opelika, AL 36801

Legal Description: Lot 1A of Arlene Rivers Subdivision, Redivision of Lots 1, 2 and 3 according to and as shown by map or plat of said subdivision of record in Town Plat Book 28 at Page 44 in the Office of the Judge of Probate of Lee County, Alabama.

Parcel Identification Number: 43-10-05-21-0-000-053.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on June 9, 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)

- X (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.
- X (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.
- ☐ (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.

- X (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.
- X (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.

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, September 6, 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 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 June, 2016.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801

General Business (ID # 1759)

Meeting of September 6, 2016

334-705-5420



Attachment: Photos of 1400 Old Columbus Road (1759 : Public Hearing for Demolition - 1400 Old Columbus Road)





Attachment: Photos of 1400 Old Columbus Road (1759 : Public Hearing for Demolition - 1400 Old Columbus Road)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 213-16

Meeting: 09/06/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1863

Fire Extinguisher Maintenance - All Depts

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Fire Extinguisher Maintenance for the City of Opelika; and

WHEREAS, East Alabama Fire Protection submitted the sole bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the contract be awarded to East Alabama Fire Protection on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to East Alabama Fire Protection on an as needed basis.
3. That the Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

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

Bids 213-16

Meeting of September 6, 2016

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #16030 – We are asking the Council to approve a contract for Fire Extinguisher Maintenance

FACTS:

- Bid opening date – 8/22/16
- User departments – All
- The bid was mailed to 17 vendors
- 1 bid was received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to East Alabama Fire Protection on their sole bid meeting specifications.**

Packet Pg. 32

[illegible]



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

BIDS 214-16

Meeting: 09/06/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1874

Tree Trimming Services - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited bids for a Contract for Tree Trimming Services for Opelika Power Services; and

WHEREAS, Asplundh Tree Expert Co. is the sole bidder; and

WHEREAS, this is a budgeted contract;

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

1. That the Contract be awarded to Asplundh Tree Expert Co. on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Asplundh Tree Expert Co. on an as needed basis.
3. That the Controller is authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

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

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

ATTEST:

Bids 214-16

Meeting of September 6, 2016

Robert G. Shuman, CMC
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #16027 – We are asking the Council to approve a contract for Tree Trimming Services

FACTS:

- Bid opening date – 8/22/16
- User departments – Opelika Power Services
- The bid was mailed to 12 vendors
- 1 bid was received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Asplundh Tree Expert Co. on their sole bid meeting specifications.**

BID# 16027 DATE: 8/22/16 DEPT: OPELIKA POWER SERVICES									12 VENDORS IN	12.2.a
CONTRACT: TREE TRIMMING SERVICES									1 BID RECEIVED	
	ITEM 1: CIRCUIT 11				ITEM 4: CIRCUIT 21					
	ITEM 2: CIRCUIT 12				ITEM 5: CIRCUIT 22					
	ITEM 3: CIRCUIT 13									
	ITEM 1			ITEM 2		ITEM 3		ITEM 4		ITEM 5
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE MGMT										
A+ LANDSCAPING & IRRIGATION										
ASPLUNDH TREE EXPERT CO	\$47,902.43	5 wks	\$12,127.21	2 wks	\$49,643.92	5 wks	\$42,080.77	7 wks	\$48,045.24	5 wks
BURFORD'S TREE INC										
ENVIROGRIND LLC										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
OPELIKA LAWN CARE										
REED TREE CUTTING & LAWN SVC										
TIM'S TREE SERVICE INC										
TREES UNLIMITED										
	ITEM 6: CIRCUIT 23				ITEM 9: CIRCUIT 41					
	ITEM 7: CIRCUIT 31				ITEM 10: CIRCUIT 42					
	ITEM 8: CIRCUIT 33									
	ITEM 6		ITEM 7		ITEM 8		ITEM 9		ITEM 10	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE MGMT										
A+ LANDSCAPING & IRRIGATION										
ASPLUNDH TREE EXPERT CO	\$57,769.15	6 wks	\$69,091.11	6 wks	\$28,741.46	4 wks	\$41,518.70	5 wks	\$71,472.88	7 wks
BURFORD'S TREE INC										
ENVIROGRIND LLC										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
OPELIKA LAWN CARE										
REED TREE CUTTING & LAWN SVC										
TIM'S TREE SERVICE INC										
TREES UNLIMITED										

BID# 16027 DATE: 8/22/16 DEPT: OPELIKA POWER SERVICES CONTRACT: TREE TRIMMING SERVICES									12 VENDORS IN	12.2.a
									1 BID RECEIVED	
ITEM 11: CIRCUIT 43			ITEM 14: CIRCUIT 53							
ITEM 12: CIRCUIT 51			ITEM 15: CIRCUIT 61							
ITEM 13: CIRCUIT 52										
ITEM 11			ITEM 12		ITEM 13		ITEM 14		ITEM 15	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE MGMT										
A+ LANDSCAPING & IRRIGATION										
ASPLUNDH TREE EXPERT CO	\$20,461.04	2 wks	\$38,850.71	4 wks	\$36,910.37	4 wks	\$21,630.09	3 wks	\$58,782.99	6 wks
BURFORD'S TREE INC										
ENVIROGRIND LLC										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
OPELIKA LAWN CARE										
REED TREE CUTTING & LAWN SVC										
TIM'S TREE SERVICE INC										
TREES UNLIMITED										
ITEM 16: CIRCUIT 62			ITEM 19: CIRCUIT 81							
ITEM 17: CIRCUIT 71			ITEM 20: CIRCUIT 82							
ITEM 18: CIRCUIT 72										
ITEM 16			ITEM 17		ITEM 18		ITEM 19		ITEM 20	
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE MGMT										
A+ LANDSCAPING & IRRIGATION										
ASPLUNDH TREE EXPERT CO	\$65,816.77	6 wks	\$12,185.20	2 wks	\$30,162.80	4 wks	\$96,100.85	8 wks	\$34,242.38	4 wks
BURFORD'S TREE INC										
ENVIROGRIND LLC										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
OPELIKA LAWN CARE										
REED TREE CUTTING & LAWN SVC										
TIM'S TREE SERVICE INC										
TREES UNLIMITED										

BID# 16027 DATE: 8/22/16 DEPT: OPELIKA POWER SERVICES									12 VENDORS IN	12.2.a
CONTRACT: TREE TRIMMING SERVICES									1 BID RECEIVED	
	ITEM 21: CIRCUIT 83			ITEM 24: CIRCUIT 93						
	ITEM 22: CIRCUIT 91			ITEM 25: BUSH TREATMENT SPRAY						
	ITEM 23: CIRCUIT 92									
	ITEM 21			ITEM 22		ITEM 23		ITEM 24		ITEM 25
VENDOR	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE	TIME	PRICE/HR	PRODUCT
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE MGMT										
A+ LANDSCAPING & IRRIGATION										
ASPLUNDH TREE EXPERT CO	\$82,154.57	7 wks	\$12,185.20	2 wks	\$69,576.20	7 wks	\$59,995.72	6 wks	\$ 108.44	Arsenal,
BURFORD'S TREE INC										Milestone &
ENVIROGRIND LLC										Timberland 90
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
OPELIKA LAWN CARE										
REED TREE CUTTING & LAWN SVC										
TIM'S TREE SERVICE INC										
TREES UNLIMITED										
	ITEM 26: REMOVAL OF TREE 12.6"-18.5" IN DIAMETER					ITEM 30: REMOVAL OF TREE 36.6"+ IN DIAMETER				
	ITEM 27: REMOVAL OF TREE 18.6"-24.5" IN DIAMETER					ITEM 31: PROVIDE HRLY LABOR & EQUIPMENT RATES				
	ITEM 28: REMOVAL OF TREE 24.6"-30.5" IN DIAMETER					FOR ADDITIONAL WORK & STORM WORK				
	ITEM 29: REMOVAL OF TREE 30.6"-36.5" IN DIAMETER									
	ITEM 26	ITEM 27	ITEM 28	ITEM 29	ITEM 30	ITEM 31				
VENDOR	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE/HR	DELIVERY	DISCOUNT	TERMS	
A & O TREE SERVICE										
A CUT ABOVE LANDSCAPE MGMT										
A+ LANDSCAPING & IRRIGATION										
ASPLUNDH TREE EXPERT CO	\$ 320.00	\$ 450.00	\$ 1,050.00	\$1,675.00	\$ 2,445.00	**See bid (varies)	30 days	--	--	
BURFORD'S TREE INC										
ENVIROGRIND LLC										
GOLDENVIRONMENTS LAND MGMT										
HALL'S TREE SERVICE LLC										
OPELIKA LAWN CARE										
REED TREE CUTTING & LAWN SVC										
TIM'S TREE SERVICE INC										
TREES UNLIMITED										

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)

RESOLUTION NO. 215-16

Expense Reports from Various Departments.

RESOLUTION NO. _____

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

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

Employee	Department	\$ Amount
-----	-----	
Lisa Thrift	Planning	133.15
Lori Huguley	Economic Development	180.64
Larry Prince	OPS	328.32
Kenny Wilkes	Municipal Court Judge	771.56

-) 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

EXPENSE REPORT

NAME

Name

Lisa Thrift

DEPARTMENT

Department

Community Development

PERIOD ENDING

9/2/16

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												
MON												
TUE	B'ham AL						133.15					133.15
WED												
THU												
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$							133.15					133.15

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

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

main street Alabama
state convention
Awards ceremony

METHOD OF REIMBURSEMENT

☐DEDUCT FROM
MY ADVANCE☒

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
8/23	117.74 x 2 x .54	127.15
8/23	parking	10.00

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee Lisa Thrift
Department Comm. Dev.

SIGNATURE

APPROVED BY

Name

Department

Expense Report

Lori Huguley

Economic Development

Period Ending

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

[illegible]

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL						
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE		NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS
						100%
						100%
						100%
						100%
						100%

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FROM PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

London Trip

METHOD OF REIMBURSEMENT

10

DEDUCT FROM MY OR

ITEMIZED AUTOMOBILE EXPENSES			ITEMIZED MISCELLANEOUS EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, TEC.	AMOUNT	DATE	ITEMS	AMOUNT
7/14/2016	Airport Parking	72			
7/14/2016	Mileage to and from Atlanta (Opelika)	201.2 108.64			

SIGNATURE _____

APPROVED BY _____

EXPENSE REPORT

PERIOD ENDING

NAME

Larry Prince

DEPARTMENT

OPS

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON	From Opelika To Nashville					164.16						164.16
TUE												0.00
WED	From Nashville to Opelika					164.16						164.16
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	328.32	0.00	0.00	0.00	0.00	0.00	328.32

WEEKLY TOTAL EXPENSES ↑

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Classes on transformer connections, distribution system devices and coordination analysis.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Larry Prince @ OPS

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
8/1/16	304 Miles to Nashville TN	164.16
8/3	304 Miles to Opelika AL	164.16

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

H. Kenneth Wilkes

DEPARTMENT

Municipal Court

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

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS 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												
MON												
TUE												
WED												
THU	<i>Aug. 11, 2016</i>	<i>124.26</i>					<i>61.02</i>			<i>43 -</i>		<i>229 41</i>
FRI	<i>Aug. 12</i>	<i>124.26</i>					<i>62.13</i>			<i>113</i>	<i>325</i>	<i>462 26</i>
SAT	<i>Aug. 13</i>						<i>62.13</i>	<i>20.00</i>				<i>82 15</i>
WEEKLY CATEGORY TOTALS \$		<i>248.52</i>					<i>124.26</i>	<i>20</i>		<i>56</i>	<i>325</i>	<i>771.56</i>

WEEKLY TOTAL OF \$

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
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

(2) Aug. 11 - Aug. 12 2016

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

*Municipal Court Practice
+ Procedure**Hoover, AL.*

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

OR

☒ MAIL
TO:*Kenneth Wilkes**P.O. Box 2048**Opelika, AL 36803*

SIGNATURE

APPROVED BY

44B-950N • Carbonless
©1999 Rediform

Packet Pg. 54

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	AMOUNT
<i>8-11-16</i>	<i>113 X .55</i>	<i>62.15</i>
<i>8-13-16</i>	<i>113 X .55</i>	<i>62.15</i>
	<i>1134.54</i>	<i>61.02</i>
	<i>1134.54</i>	<i>61.02</i>

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
<i>Aug. 12 2016</i>	<i>Registration</i>	<i>325.00</i>

REDIFORM

WHITE - ORIGINAL

CANARY - DUPLICATE

Attachment: CM 9-06-16, expense reports (215-16 : Expense Reports from Various Departments.)

RESOLUTION NO. 216-16

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 Council of the City of Opelika, Alabama as follows:

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	2008 Ford Crown Victoria 2FAFP71V98X152113	87002510
2.	1	Lot	Old Racking	N/A
3.	1	Ea.	1990 Ford F150 1FTDF15Y3LNA68403	N/A
4.	1	Ea.	Xerox Copier/WorkCentre 5755	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, CMC
City Clerk - Treasurer

RESOLUTION NO. 217-16

Resolution for Demolition - 1400 Old Columbus Road

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1400 OLD COLUMBUS ROAD, OPELIKA, ALABAMA
36801, PARCEL ID NO.: 43-10-05-21-0-000-053.000 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 1400 Old Columbus Road, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-05-21-0-000-053.000, (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, Arlene Rivers and Michael Paul Rivers are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Arlene Rivers and Michael Paul Rivers are the persons 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 Arlene Rivers and Michael Paul Rivers, 170 Lee Road 100, Opelika, AL 36804; 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, September 6, 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 1400 Old Columbus Road is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, September 6, 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 1400 Old Columbus Road, 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 1400 Old Columbus Road, Opelika, Alabama, Parcel I.D. Number: 43-10-05-21-0-000-053.000, 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 1A of Arlene Rivers Subdivision, Redivision of Lots 1, 2 and 3 according to and as shown by map or plat of said subdivision of record in Town Plat Book 28 at Page 44 in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-10-05-21-0-000-053.000, 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 owner of the property as the information appears on the records of the office of the Revenue Commissioner 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: Arlene Rivers
170 Lee Road 100
Opelika, AL 36804

Michael Paul Rivers
170 Lee Road 100
Opelika, AL 36804

RESOLUTION NO. 218-16

Lease - Mailing System - City Hall

RESOLUTION NO. _____

WHEREAS, the City of Opelika presently leases a Mailing System that needs replacing; and

WHEREAS, Pitney Bowes is the State Contract Vendor for contract #T311 for the Mailing System; and

WHEREAS, this is a budgeted contract;

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

1. That Purchasing-Revenue Manager is hereby authorized to award a three-year contract to Pitney Bowes utilizing the State of Alabama Contract #T311.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Pitney Bowes in the amount of \$767.79 per month for three years.
3. That the Controller is authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

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

C. E. "Eddie" Smith, Jr.

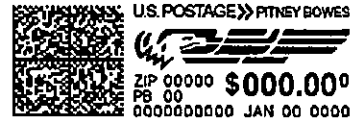
President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman

City Clerk - Treasurer



August 29, 2016

Lillie Finley
City of Opelika
204 S 7th St
Opelika, AL 36801

Dear Lillie,

Thank you for your recent interest in a new mailing system from Pitney Bowes. Please find the price for the lease of the system below. Based on the information presented to me, the equipment from State Contract T311 that would be necessary to process the mail at your location would be as follows:

SendPro 2000 Mailing System, IntelliLink/PSD, 100 Departmental Accounting, 180/115 lpm Feature, Connect + Power Stacker, Black Graphics Upgrade Feature, InView Accounting and 10 lb Integrated Scale with full maintenance, installation and training
State Contract T311; Vendor Contract # 4012995; Line 55; Commodity Code 985-59-092582

Total Contract Items Cost \$767.79 per month

This lease includes all on-site maintenance, 800 support, meter rental, postage reset fees, rate changes and equipment payment. The lease would be for 12-month intervals with a renewal after each fiscal year. This quotation is pursuant with the State of Alabama Contract T311 for Mailing and Related Equipment. The items listed above are listed in Attachment A of this contract. Pitney Bowes acknowledges that in the event of conflict between the State's terms and the referenced Pitney Bowes terms, the State's terms will govern and prevail.

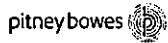
The Federal Tax ID Number for Pitney Bowes is 060495050.

Please email me at victor.paschal@pb.com or call me at (205) 246-4294 should you have any questions regarding this information.

Respectfully,

Victor J. Paschal
Major Account Manager – State of Alabama
(205)246-4294 Cell
(203)460-9022 Fax

Confidential and Proprietary
Visit our State web site www.pb.com/states/alabama



Pitney Bowes Lease Agreement State and Local Term Rental

Agreement Number

Your Business Information

CITY OF OPELIKA		636001334	
Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
204 S 7TH ST	OPELIKA	AL	36801-4944
Billing Address : Street	City	State	ZIP+4
Lillie Finley	3347055121	0012489309	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
204 S 7TH ST	OPELIKA	AL	36801-4944
Installation Address (if different from billing address) : Street	City	State	ZIP+4
Lillie Finley	3347055121	0012489309	
Installation Contact Name	Installation Contact Phone #	Installation Account #	
	2016-11-27		
PO #	Quote Expiration Date		

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APSF	Connect+ 180/115 LPM Speed
1	AZBB	SendPro P2000 Series
1	AZBE	SendPro P Series Mono Print Module
1	AZBG	Black Graphics Upgrade
1	M9SS	Mailstream Intellilink Services
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MW96000	Weighing Platform
1	NV10	INVIEW TMR Web Acct Bundle Single only
1	NV90	NV90 - INVIEW Subscription
1	NVWE	Inview Dashboard Set up & Training
1	PTJ1	Postal Shipping
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK3	Connect+ Meter Integration
1	PTKA	US MARKET

1	SJM2	SoftGuard for SendPro P2000
1	STDOLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 767.80	\$ 2,303.40

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 (X) Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee.

T311-4012995, In event of conflict, State terms govern and prevail
 State/Entity's Contract # _____

Lessee Signature _____

Print Name _____

Title _____

Date _____

Email Address _____

Pitney Bowes Signature _____

Print Name _____

Title _____

Date _____

Sales Information

Paschal	100%	913621	059
Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

Form **8038-GC****Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐
1 Issuer's name CITY OF OPELIKA		2 Issuer's employer identification number 636001334
3 Number and street (or P.O. box if mail is not delivered to street address) 204 S 7TH ST		Room/suite
4 City, town, or post office, state, and ZIP code OPELIKA AL 36801-4944		5 Report number (For IRS Use Only) ☐ ☐ ☐
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Lillie Finley, Revenue Officer		7 Telephone number of officer or legal representative (334) 705-5121

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property.	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	☐
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	☐
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	
Signature and Consent Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above. Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____	
Paid Preparer Use Only	Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check ☐ if self-employed PTIN _____ Firm's name _____ Firm's EIN _____ Firm's address _____ Phone no. _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

PROG ID: POCNBK3A

DATE: 07/28/16

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

MAIL MACHINE
CONTRACT

T-NUMBER..... : T311
USAGE..... : STATEWIDE CONTRACT
PERIOD..... : JULY 14, 2014 TO JULY 13, 2017
SOLICITATION NO : 2260621

CONTRACT BUYER..... : PAM JOHNSON

BUYER PHONE... : (334) 242-4667 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 07/28/16

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. *

STATEWIDE MANUFACTURER'S CONTRACT FOR MAIL EQUIPMENT

SOLICITATION NUMBER : 2260621

PURPOSE:

TO ESTABLISH A STATEWIDE CONTRACT FOR MAIL AND MAIL ROOM RELATED
EQUIPMENT FOR THE USE OF STATE GOVERNMENT AGENCIES, CITIES, COUNTIES,
MUNICIPALITIES, AND SCHOOL SYSTEMS. THIS CONTRACT OFFERS 36-MONTH
LEASES, RENTAL OPTION, AND STRAIGHT PURCHASE.

LEASE PURCHASE IS FOR THREE YEARS OR 36-MONTHS AND AT THE END OF THE
AT THE END OF THE TERM THE END USER HAS THREE OPTIONS.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 3

THESE OPTIONS INCLUDE: (1) AGENCY MAY OWN THE EQUIPMENT
AT THE BUYOUT COST. IF AGENCY CHOOSES TO OWN EQUIPMENT, THEY WILL BE
RESPONSIBLE FOR METER RENTALS BECAUSE METERS CAN NEVER BE THE PROPERTY
OF THE END-USER. ALSO THE END-USER WILL BE RESPONSIBLE FOR MAINTENANCE
COSTS ON THE MACHINE, AND OR SUBSCRIPTION FEES (2) EQUIPMENT
MAY BE REPLACED/UPGRADED BY THE CURRENT OR ANOTHER VENDOR. (3) THE
EQUIPMENT MAY BE PICKED UP BY THE CURRENT VENDOR AT NO COST TO THE
STATE.

IF THE EQUIPMENT IS A STRAIGHT PURCHASE, THE END-USER WILL BE
RESPONSIBLE FOR ALL MAINTENANCE AS DESCRIBED AFTER THE (1) YEAR
WARRANTY HAS EXPIRED. THE END-USER MAY PURCHASE THE WARRANTY EITHER
THROUGH THE VENDOR OR THROUGH RISK MANAGEMENT.

DELIVERY:

ITEMS ARE TO BE DELIVERED TO VARIOUS LOCATIONS THROUGHOUT THE 67
COUNTIES IN ALABAMA, THE EXACT LOCATIONS AND QUANTITIES WILL BE
PROVIDED BY THE ORDERING AGENCY. MAXIMUM DELIVERY TIME AFTER DATE OF
PURCHASE ORDER WILL NOT EXCEED THIRTY (30) CALENDAR DAYS.

NOTE: STATE PURCHASING WILL BE MONITORING DELIVERY DATES. A VENDOR
MAY BE REMOVED FROM THIS CONTRACT SHOULD DELIVERY DATES CONSISTENTLY
EXCEED THIRTY (30) DAYS.

WHEN A VENDOR DEFAULTS ON A CONTRACT OR PURCHASE ORDER THE STATE CAN
PROCURE THE GOODS OR SERVICES FROM OTHER SOURCES AND HOLD THE VENDOR
RESPONSIBLE FOR AN EXCESS IN PRICE OR HANDLING.

FREIGHT TERMS:

ALL ORDERS SHALL BE F.O.B. DESTINATION TO ANY POINT IN ALABAMA. ITEMS

Attachment: 9-6-16 - MAILING SYSTEM - STATE CONTRACT T311 - CNCL PKT (218-16 : Lease - Mailing System - City Hall)

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

PAGE: 14

CONTRACT NUMBER	VENDOR NUMBER NAME AND ADDRESS	CONTACT PERSON PHONE NUMBERS/FAX	TERMS AND DELIVERY
4012987	942388882-08 NEOPOST USA INC 478 WHEELERS FARMS ROAD MILFORD CT 06461	JANNA BEAMES 203-301-3400 800-636-7678 203-301-2600	NET 30 DAYS ARO □□□□□□□□□□□□□□□□□□
4012995	060495050-01 PITNEY BOWES PITNEY BOWES 580 WATERFORD LN CALERA AL 35040	VICTOR PASCHAL 205-246-4294 800-322-8000 203-460-9022	NET 30 DAYS ARO

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE: 15

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
4012995 00001	985-59-051681 MAILING MACHINE, LEASE PURCHASE OPTION, 36-MONTH, LOW END MINIMUM OF 30 ENVELOPES PER MINUTE MOISTENER, STRIP OR SHEET TAPE SCALES AVAILABLE AS OPTIONAL ACCESSORY	47.34000 MO	060495050-01 PITNEY BOWES PITNEY BOWES	NET
4012995 00002	985-59-051682 MAIL MACHINE, RENTAL 36-MONTHS, LOW-END MINIMUM OF 30 ENVELOPES PER MINUTE MOISTENER, STRIP OR SHEET TAPE SCALE AVAILABLE AS OPTIONAL ACCESSORY	54.17000 MO	060495050-01 PITNEY BOWES PITNEY BOWES	NET
4012995 00003	985-59-051757 MAIL MACHINE, LOW END, PURCHASE MINIMUM OF 30 ENVELOPES PER MINUTE MOISTENER, STRIP OR SHEET TAPE, SCALES AVAILABLE AS OPTIONAL ACCESSORY	233.00000 EA	060495050-01 PITNEY BOWES PITNEY BOWES	NET
4012987 00004	985-59-057402 MAIL MACHINE, LOW END, LEASE PURCHASE OPTION, 36-MONTH, LOW-END MINIMUM OF 30 ENVELOPES PER MINUTE MOISTENER, STRIP OR SHEET TAPE 2 LB SCALE COMES STANDARD WITH THIS MACHINE	65.13000 MO	942388882-08 NEOPOST USA INC	NET
4012987 00005	985-59-071286 MAILING MACHINE, RENTAL LOW END MINIMUM OF 30 ENVELOPES PER MINUTE, MOISTENER, STRIP OR SHEET TAPE, 2 LB SCALE COMES STANDARD WITH THIS MACHINE.	69.12000 MO	942388882-08 NEOPOST USA INC	NET

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE: 16

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
4012987 00006	985-59-076352 MAILING MACHINE, LOW END PURCHASE MINIMUM OF 30 ENVELOPES PER MINUTE MOISTENER, STRIP OR SHEET TAPE, 2 LB SCALE COMES STANDARD WITH THIS MACHINE.	1077.00000 EA	942388882-08 NEOPOST USA INC	NET
4012995 00010	985-59-084550 MAIL MACHINE, LEASE TO PURCHASE 36-MONTHS, MEDIUM END	165.35000 MO	060495050-01 PITNEY BOWES PITNEY BOWES	NET

Attachment: 9-6-16 - MAILING SYSTEM - STATE CONTRACT T311 - CNCL PKT (218-16 : Lease - Mailing System - City Hall)

SPEED: MINIMUM OF 4,300 PER HOUR
MONTHLY VOLUME: UP TO 120,000 PIECES
FEEDERS: MINIMUM OF 4
STACKER: DROP

4012987	00047	985-59-092574	1401.26000 MO	942388882-08 NEOPOST USA INC	NET
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MAIL INSERTER, RENTAL OPTION,
36-MONTHS HIGH END
SPEED: MINIMUM OF 4,300 PER HOUR
MONTHLY VOLUME: UP TO 120,000 PIECES
FEEDERS: MINIMUM OF 4
STACKER: DROP

4012987	00048	985-59-092575	31912.00000 EA	942388882-08 NEOPOST USA INC	NET
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DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE: 24

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
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MAIL INSERTER, PURCHASE OPTION,
HIGH END
SPEED: MINIMUM OF 4,300 PER HOUR
MONTHLY VOLUME: UP TO 120,000 PIECES
FEEDERS: MINIMUM OF 4
STACKER: DROP

4012995	00052	985-59-092579	.00 % EA	060495050-01 PITNEY BOWES PITNEY BOWES	NET
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MAIL EQUIPMENT, PURCHASE OPTION AT END
OF LEASE PURCHASE PERIOD FOR PITNEY
BOWES. (BUY OUT COST MAY NOT EXCEED
\$1.00)

4012987	00053	985-59-092580	1.00000 EA	942388882-08 NEOPOST USA INC	NET
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MAIL EQUIPMENT, PURCHASE OPTION AT END
OF LEASE PURCHASE PERIOD FOR NEOPOST/
HASLER (BUY OUT COST MAY NOT EXCEED
\$1.00)

4012995	00055	985-59-092582	.00 % LT	060495050-01 PITNEY BOWES PITNEY BOWES	NET
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MAIL EQUIPMENT, OPTIONAL ACCESSORIES
AND/ OR EQUIPMENT FOR PITNEY BOWES @
A MINIMUM OF 20% OFF MANUFACTURER'S
LIST PRICE.

4012987	00056	985-59-092583	.00 % LT	942388882-08 NEOPOST USA INC	NET
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MAIL EQUIPMENT, OPTIONAL ACCESSORIES
AND/OR EQUIPMENT FOR NEOPOST/HASLER

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE: 25

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
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@ A MINIMUM OF 20% OFF MANUFACTURER'S
LIST PRICE.

4012995	00058	985-59-092585	.00 % EA	060495050-01 PITNEY BOWES PITNEY BOWES	NET
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MAILING MACHINE SUPPLIES, AS FOLLOWS:
FOR PITNEY BOWES MACHINES @ A MINIMUM
OF 20% OFF MANUFACTURER'S LIST PRICE.

4012987	00059	985-59-092586	.00 % EA	942388882-08 NEOPOST USA INC	NET
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MAILING MACHINE SUPPLIES, AS FOLLOWS:
FOR NEOPOST MACHINES @ A MINIMUM
OF 20% OFF MANUFACTURER'S LIST PRICE.

4012995	00061	985-59-092588	.00 % MO	060495050-01 PITNEY BOWES PITNEY BOWES	NET
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POSTAGE METER RENTAL: PITNEY BOWES
NOT INCLUDED IN SPECIFIED BID PACKAGES.

4012987	00062	985-59-092589	.00 % MO	942388882-08 NEOPOST USA INC	NET
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POSTAGE METER RENTAL: NEOPOST
NOT INCLUDED IN SPECIFIED BID PACKAGES.

4012995	00064	985-59-092591	.00 % LT	060495050-01 PITNEY BOWES	NET
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RESOLUTION NO. 219-16

Retirement Purchase of Military Service for OPD Employee.

Resolution No. _____

WHEREAS, Benjamin Meads was activated for Operation Enduring Freedom and;

WHEREAS, Benjamin Meads was activated for a period of one 1 year and;

WHEREAS, the Uniformed Services Employment Reemployment Act of 1994 allows Mr. Meads to purchase military service for the period he was activated and was not credited and;

WHEREAS, the Employees' Retirement Systems of Alabama has certified that Mr. Meads is entitled to purchase military service of one year and;

WHEREAS, the Employees' Retirement Systems of Alabama has further certified that the employer cost for the military service is \$5,430.79.

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

1. That the Treasurer is hereby authorized and directed to pay to the Employees' Retirement Systems of Alabama the sum of \$5,430.79 for said military service, which payment shall be sent together with the employee's lump sum amount payment of \$3,337.80 before September 30, 2016.
2. Funding for the City's portion of the service will be taken from the Police Department's retirement account.

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

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

Teachers'

Sarah S. Swindle, Chair
Susan W. Brown, Vice Chair

**Employees'**

State State Police Public Judicial
Robert J. Bentley, Chair
John H. Wilkerson, Jr., Vice Chair

THE RETIREMENT SYSTEMS OF ALABAMA

David G. Bronner, CEO
Donald L. Yancey, Deputy Director

April 21, 2016



BENJAMIN S MEADS
431 SCOTT ST
AUBURN AL 36830

PID: 11206581
Plan Type: ERS

Dear BENJAMIN S MEADS,

This acknowledges receipt of your request to purchase military service credit of one (1) year under the Uniformed Services Employment Reemployment Rights Act of 1994.

The cost for you to purchase one (1) year military service credit is \$3,337.80. The employer cost due for the military service is \$5,430.79. Both the employer and employee must each make payment for this military service credit. Please make your check payable to the Employees' Retirement System. Payment must be made no later than September 30, 2016.

If you do not purchase this service by September 30, 2016, you will be deemed to have waived your right to establish service credit under this act.

If we can be of further assistance, please contact this office.

Sincerely,

Emily S. Short
Retirement Counselor
Employees' Retirement System

cc: City of Opelika

Invoice: E6046500016

Member Number: E-477072 S-8.5

(Mailing Address) P.O. Box 302150 Montgomery, AL 36130-2150
(Office Location) 201 South Union Street Montgomery, AL
334.517.7000 or 877.517.0020
www.rsa-al.gov

Email Excerpts from Benjamin Meads in Okinawa. 8/11/16 and 8/12/16

On Aug 11, 2016, at 5:52 PM, Meads, Benjamin S <bmeads@opelika-al.gov> wrote:

Mrs McLeod,

Good morning (from Okinawa). Work has been absolutely nuts out here in the Pacific and I am running out of time to buy last year's time back. I can get it done and Mail what needs to be mailed so that it gets to Opelika by 9/1.

What all do you need from me? I have the check and the letter from RSA stating the amount I owe. I believe you all already have my orders and my DD214. What else am I forgetting??

Officer Benjamin S. Meads
Patrol Division

On Aug 12, 2016, at 12:16, McLeod, Lisa <LMcLeod@opelika-al.gov> wrote:

I don't need anything but the check sent to me and I will get it put before the Council and get it handled. When do you plan on sending the check?

Lisa M.

From: Meads, Benjamin S
Sent: Thursday, August 11, 2016 11:14 PM
To: McLeod, Lisa <LMcLeod@opelika-al.gov>
Subject: Re: Buyback

I can get it out Monday and it will get there in 7-10 days.

Attachment: Ben Meads Email Request Retirement Buyback (219-16 : Retirement Purchase of Military Service for OPD Employee.)

RESOLUTION NO. 220-16

Annual Renewal of the Excess Loss Insurance Contract.

RESOLUTION NO. _____

ANNUAL EXCESS LOSS INSURANCE CONTRACT

WITH BCS INSURANCE COMPANY

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

1. That the Mayor is hereby authorized and directed to contract with BCS Insurance Company to procure Excess Loss insurance coverage as detailed in Exhibit "A".
2. That monthly Excess Loss insurance premiums and commissions are to be paid to Alliance Insurance Group, LLC, the City's insurance Broker.
3. That the Mayor and other appropriate officers of the City of Opelika are hereby authorized and directed to execute and deliver in name and on behalf of the City of Opelika such agreements, instruments and certificates as shall be required for the procurement of said policy and coverage.
4. That the Mayor and the City Treasurer are hereby authorized and directed to pay from budgeted funds for all premiums for said insurance and coverage.
5. That the Controller is authorized to adjust the 2017 Budget as necessary for the insurance contract approved by this resolution.

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, CMC

City Clerk - Treasurer

QUOTATION FOR EXCESS LOSS COVERAGE

PROPOSED INSURED

City of Opelika
204 S 7th St
Opelika AL, 36801-4904

PRODUCER

United Trust Insurance Company
Michelle Salmon
450 Riverchase Parkway East
Birmingham AL, 35244-2858

Policy Period: 10/01/2016 - 09/30/2017

Proposal No: 2

Firm Excess Loss Proposal

SPECIFIC EXCESS LOSS COVERAGE

Coverages	Option 1		Option 2		Option 3		Option 4	
	Medical, Rx Card, Rx Same As Any Other		Medical, Rx Card, Rx Same As Any Other		Medical, Rx Card, Rx Same As Any Other		Medical, Rx Card, Rx Same As Any Other	
Liability Basis		24/12		24/12		24/12		24/12
Specific Retention per Person	\$	110,000	\$	110,000	\$	135,000	\$	135,000
except for	\$	250,000	\$	250,000	\$	250,000	\$	250,000
Annual Maximum Amount		Unlimited		Unlimited		Unlimited		Unlimited
Rate(s) includes Commissions of		0.00%		0.00%		0.00%		0.00%
Aggr Spec Fixed Annual Liability	\$	0	\$	15,000	\$	0	\$	15,000
Rate Per Month	Enrollment							
Single	242	\$ 26.47	\$	23.80	\$	19.61	\$	16.95
Family	110	\$ 54.19	\$	48.71	\$	40.72	\$	35.20
Composite	352	\$ 35.13	\$	31.58	\$	26.20	\$	22.65

COST ANALYSIS

Estimated Annual Specific Premium	\$	148,400	\$	133,412	\$	110,698	\$	95,687
Estimated Annual Total Premium	\$	148,400	\$	133,412	\$	110,698	\$	95,687

Attachment: BCS STOP LOSS QUOTE (220-16 : Annual Renewal Excess Loss Insurance Contract)

SPECIFIC EXCESS LOSS COVERAGE

Coverages	Option 5		Option 6	
	Medical, Rx Card, Rx Same As Any Other		Medical, Rx Card, Rx Same As Any Other	
Liability Basis		24/12		24/12
Specific Retention per Person	\$	160,000	\$	160,000
except for [REDACTED]	\$	250,000	\$	250,000
Annual Maximum Amount		Unlimited		Unlimited
Rate(s) includes Commissions of		0.00%		0.00%
Aggr Spec Fixed Annual Liability	\$	0	\$	15,000
Rate Per Month	Enrollment			
Single	242	\$ 16.66	\$	14.01
Family	110	\$ 34.78	\$	29.25
Composite	352	\$ 22.33	\$	18.78

COST ANALYSIS

Estimated Annual Specific Premium	\$	94,290	\$	79,295
Estimated Annual Total Premium	\$	94,290	\$	79,295

Attachment: BCS STOP LOSS QUOTE (220-16 : Annual Renewal Excess Loss Insurance Contract)

Special Considerations:**Aggregating Specific**

Option 2 includes a \$15,000 aggregating specific.

Option 4 includes a \$15,000 aggregating specific.

Option 6 includes a \$15,000 aggregating specific.

The network is BC and/or BS Network.

The claims administrator is BCBS of Alabama.

RX vendor is Magellan RX..

The premium may include administrative fees charged by UTIC Insurance Company for services provided.

Retirees are not covered under stop loss.

The premium rates include the "No new laser at Renewal" feature. At the First renewal on 10/01/2017, no new claimants will be lasered and specific rates will increase no more than 40% assuming the same contract type and specific deductibles.

Lasers

██████████ must have a specific attachment point of \$250,000 (Option 1, 2, 3, 4, 5, 6).

Proposal Terms:

1. The rates and factors in this proposal are firm. Please provide a signed proposal by 09/14/2016. BCS is not obligated to provide Stop Loss Insurance coverage until a fully completed application and disclosure is received, reviewed and accepted.
2. Upon receipt of the fully completed application, BCS retains the right to re-underwrite the terms of the proposed policy and/or exclude specific individuals from coverage based upon the new information received in the application.
3. Only individual claims up to the Group's Specific Stop Loss attachment point will be applied toward Aggregate Stop Loss coverage.
4. The Specific Stop Loss attachment point is per covered individual per contract period.
5. The Aggregate Stop Loss attachment point equals the Expected Losses adjusted by the Corridor percentage.
6. If the enrollment changes by 10% or more at any time prior to the contract effective date, BCS has the right to re-rate, laser, and/or rescind this proposal.
7. The final rates will remain unchanged for a period of one year from the contract effective date, unless benefits or other terms of the contract are changed by mutual agreement.
8. This proposal is being provided to you in reliance upon the accuracy and completeness of the experience data provided to BCS by you, or on your behalf, when this proposal was requested. We may modify or withdraw this proposal, or declare the policy null and void, based upon incorrect, false or misleading information provided to us.
9. Unless otherwise agreed, this proposal expires the earlier of 30 days from the Date of the Proposal shown below, or the Proposal Effective Date whichever is sooner. However, this proposal expires immediately on the date you file a voluntary petition, or an involuntary petition is filed against you, that commences a Federal bankrupt proceeding, or the date you become insolvent or unable to meet your debts as they become due.
10. Prior to our receipt of written acceptance of this proposal, BCS reserves the right to modify or withdraw this proposal upon receipt of material information from whatever source.
11. Reinstating Attachment Point (incurred date) definition: A definition of incurred date is as follows: A claim is considered to be incurred on the date that a service is rendered or a supply is delivered. However, in the case of a hospital claim, each day of a hospital stay is considered a separate incurred date.

Date of Proposal:

August 15, 2016

Expiration Date of Proposal:

September 14, 2016

Proposal Acceptance:

Please acknowledge acceptance of the terms in this proposal by signing and returning by 09/14/2016. No signed proposal will be accepted after the effective date. Please indicate which option is chosen and whether aggregate is to be included. Failure to remit the signed agreement within the specified period will result in updated large claim data being required for our review.

Attachment: BCS STOP LOSS QUOTE (220-16 : Annual Renewal Excess Loss Insurance Contract)

Group City of OpelikaProposal No 2Option Chosen: 1Are you also purchasing aggregate coverage: Yes or No NO

Signature: _____

Title: Mayor

Accepted on the _____ day of _____, 20____

Attachment: BCS STOP LOSS QUOTE (220-16 : Annual Renewal Excess Loss Insurance Contract)

RESOLUTION NO. 221-16

Annual Renewal General Liability Insurance

RESOLUTION NO. _____

ANNUAL GENERAL LIABILITY INSURANCE RENEWAL WITH J. SMITH LANIER &
COMPANY

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

1. That the Mayor is hereby authorized and directed to contract with J. Smith Lanier & Company, the Alabama Municipal Insurance Corporation, and Traveler's Insurance to procure the insurance coverages shown in Attachment A.
2. That the Mayor and other appropriate officers of the City of Opelika are hereby authorized and directed to execute and deliver in name and on behalf of the City of Opelika such agreements, instruments and certificates as shall be required for the procurement of said policies and coverage.
3. That the Mayor and the Treasurer are hereby authorized and directed to pay from budgeted funds all premiums for such insurances and coverages.
4. That the Controller is authorized to adjust the 2017 Budget as necessary for the insurance contract approved by this resolution.

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, CMC
City Clerk/Treasurer

PROPOSAL OF INSURANCE AND RISK MANAGEMENT

Prepared for:

City of Opelika

Policy Period:

10/01/2015 to 10/01/2016

Prepared by:

Melissa S. Hadaway, ACSR, AAI



J. Smith Lanier & Co.
Insuring People and Business Since 1868

PREMIUM SUMMARY

Coverage	2015-16 Premium	2016-17 Premium
Property	\$56,854.00	\$57,383.00
Electronic-Data Processing	\$2,598.00	\$2,589.00
Equipment Floater	\$20,855.00	\$21,329.00
General Liability	\$89,934.00	\$87,497.00
Law Enforcement	\$19,432.00	\$17,655.00
Public Officials	\$33,792.00	\$32,414.00
Business Automobile	\$138,724.00	148,974.00
Increased Liability	\$21,250.00	\$21,250.00
Total	\$383,439.00	\$389,091.00

Notes:

Business Auto: 15-16 231 Units \$600 Average Cost Per Unit
 16-17 248 Units \$601 Average Cost Per Unit

General Liability 15-16 Total Expenditures \$113,111,384
 16-17 Total Expenditures \$121,583,726

15-16 Electric \$1,318,707
 16-17 Electric \$1,484,188

RESOLUTION NO. 222-16

Request for a Special Use Permit by Sprint at 1015 West Point Parkway.

RESOLUTION NO. _____

WHEREAS, Sprint has requested to modify their equipment at an existing wireless telecommunication facility located at 1015 West Point Parkway, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

WHEREAS, Sprint has complied with City's Ordinance No. 102-00 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and Sprint customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for the modification of Sprint's equipment at this facility located at 1015 West Point Parkway, which consist of a 390' self-support tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Sprint is hereby granted a Special Use Permit to modify their equipment at the wireless telecommunications facility located at 1015 West Point Parkway. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. Prior to issuance of the Building Permit, Sprint or the tower owner must submit for review by the City, an ANSI/TIA-222-G Annex J: Maintenance and Condition Assessment for the tower. The assessment must be dated within the last five years. The report must contain a remediation report for any safety items that are noted as deficient on the tower. The report must contain a plumb report including all measurements, calculations, allowable tolerances and methodology used in determining the results of the report.
2. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred eighty (180) days after the

issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Sprint may petition the City of an extension of this for good cause shown, but the decision whether not to grant the extension shall exclusively be the prerogative of the City.

3. Sprint must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
4. Prior to issuance of the Certificate of Occupancy, Sprint or the Tower owner must remediate the following safety issues noted in the pre-application site visit:
 - a. Place RF warning signage per Federal requirements at the facility.
 - b. Repair missing grounding for compound fence.
 - c. Control vegetation growing inside the compound fence.
5. Once Sprint has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Sprint must notify the City's consultant for all inspections.
6. At the completion of construction, Sprint must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
7. Sprint shall not be permitted to actually provide service commercially until the Certificate of Occupancy or its functional equivalent is issued or risk forfeiting its Permit.
8. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.

ADOPTED and APPROVED this 6th day of September, 2016.

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

ATTEST:

R. G. Shuman, CMC

City Clerk-Treasurer

RESOLUTION NO. 223-16

Employment Contract with Terry White

RESOLUTION NO. _____

**RESOLUTION APPROVING EMPLOYMENT CONTRACT
WITH TERRY M. WHITE**

WHEREAS, the City of Opelika, Alabama, (the “City”) requires the services of a Director of the Opelika Environmental Services (“OES”); and

WHEREAS, Terry M. White (“White”) has the necessary education, experience, skills and expertise to serve as the Director of OES; and

WHEREAS, the City previously entered into an Employment Contract with White, as Director of OES, with an effective date of September 1, 2013 and an ending date of August 31, 2016; and

WHEREAS, the City and White desire to extend said Employment Contract for an additional term of three (3) years, subject to the terms and conditions of the Employment Contract attached hereto; and

WHEREAS, the City Council of the City of Opelika desires to employ Terry M. White to serve as the Director of OES; and

WHEREAS, the City Council has been furnished an Employment Contract between the City and Terry M. White, and the City Council has determined that the terms of said Contract are acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the

“Council”) of the City of Opelika as follows:

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

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

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

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

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

ATTEST:

CITY CLERK

STATE OF ALABAMA)
 :
 COUNTY OF LEE) EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this the ____ day of September, 2016, by and between the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, hereinafter called “Employer”, as party of the first part, and **TERRY M. WHITE**, hereinafter called “Employee”, as party of the second part.

RECITALS

WHEREAS, the Employer previously entered into an Employment Contract with Employee as Director of Opelika Environmental Services (formerly known as the Solid Waste Division) with an effective date of September 1, 2013 and an ending date of August 31, 2016; and

WHEREAS, the Employer and Employee desire to extend said Contract for an additional term of three years, subject to the terms and conditions of this Employment Contract; and

WHEREAS, it is the desire of the City Council of the City of Opelika (hereinafter called “Council”), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of Employee and to provide inducements for him to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against misconduct or dishonesty on the part of the Employee, and (4) to provide a just means for terminating Employee’s services at such time as he may be unable fully to discharge his duties due to disability or when Employer may otherwise desire to terminate his employ.

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

SECTION I. DUTIES AND WORKING HOURS.

Employer hereby employs Employee as Director of Opelika Environmental Services (“OES”) and Employee accepts such employment, subject to the terms and conditions set forth herein. As Director of OES, Employee shall be responsible for managing and overseeing an integrated solid waste management program, recycling and refuse collection, disposal services and animal control with the job responsibilities and duties attendant to the position as set forth in the job description incorporated herein and attached hereto as Exhibit “A” and as may be hereinafter amended and with any other job responsibilities and duties as may be assigned by the Mayor from time to time. Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of the Mayor and City Administrator. Employee shall perform such duties as are customarily performed by one holding such a position in other, same or similar positions as that engaged in by the Employer, and shall also additionally render such other and related services and duties as may be assigned to him from time to time by the Mayor and City Administrator.

Employee shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement and utilize his best efforts to promote Employer’s interest. Employee’s duties may involve expenditures of time in excess of the regularly established work day or in excess of a forty (40) hour work week and may also include time outside of normal office hours. Employee’s base salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and wage and hour laws. Employee shall not engage in any activity, consulting service or enterprise for compensation or

otherwise which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties to Employer.

Employee agrees to adhere to all of the policies, procedures, rules and regulations promulgated by the Employer. These policies, procedures, rules and regulations include, but are not limited to, those set forth within the Personnel Policies and Procedures Manual, Departmental Rules, Executive Orders, any summary benefit plan descriptions, or any of the personal practices or policies of the Employer. To the extent that Employer's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of the Agreement will control.

As a condition of employment, Employee agrees to maintain, during the term of this Agreement, his principal residence within the corporate limits of the City of Opelika.

SECTION II. TERM.

Unless sooner terminated in accordance with the provisions of Sections III and IV hereof, this Agreement shall remain in full force and effect for a term of three (3) years beginning September 1, 2016 to and including August 31, 2019.

SECTION III. TERMINATION BY EMPLOYER

(A) DEATH OF EMPLOYEE. If Employee dies before his employment is otherwise terminated, this Contract shall terminate on the date of the Employee's death and all payments of compensation to which the Employee would have been entitled shall cease as of the date of the Employee's death.

(B) ILLNESS OR INCAPACITY. If the Employee is prevented from performing his duties due to illness or incapacity for an aggregate of sixty (60) days in any one year during the term of this Agreement, the Employer is hereby given the option to

terminate this Agreement. Such option shall be exercised by the Employer giving written notice to the Employee of the Employer's intention to terminate said Agreement. On the giving of such notice, this Contract shall terminate 30 days after the date of said notice of termination. Upon the effective date of termination, neither party shall have any further obligation to the other. Notwithstanding the provisions of this paragraph, the Employee shall be afforded the same rights and privileges, as any other employee of the City to participate in any group disability insurance policy or other disability plan of the City which may be now in effect or may be hereinafter adopted.

(C) MISCONDUCT. This Agreement may, at the option of the Employer, be terminated immediately by the Employer upon the occurrence of any of the following acts:

- (1) The Employee being indicted or convicted for any misdemeanor involving moral turpitude, or a felony.
 - (2) The Employee conducting himself in a fraudulent or dishonest manner with respect to his duties of employment if, in the opinion of the Mayor, that such conduct discredits Employer or is detrimental to the reputation and standing of Employer. Such option shall be exercised by the Employer giving written notice to Employee of the Employer's intent to terminate and the grounds for such termination.
 - (3) Employee having been disciplined by the Mayor repeatedly and/or having serious unacceptable conduct in accordance with the provisions of Section 8 of the Personnel Policies and Procedures Manual of the City of Opelika.
- Employee shall comply with all policies and procedures of Employer which

shall, from time to time be reasonably promulgated. Employee specifically acknowledges that he will be disciplined for violation of established City rules and regulations in accordance with the provisions of the Personnel Policies and Procedures Manual. The Employee's appeal rights shall be governed by Section 9 of the Personnel Policies and Procedures Manual. Upon the effective date of termination, neither party shall have any further obligation to the other.

SECTION IV. TERMINATION BY EMPLOYEE

Employee may voluntarily resign his position with Employer before the expiration of the term of his employment, by giving sixty (60) days advance notice of his intent to terminate. Upon termination by voluntary resignation, neither party shall have any further obligation to the other beyond the effective date of termination.

SECTION V. SALARY, REIMBURSEMENTS AND EMPLOYER COSTS.

(a) Base Salary. The Employer shall pay the Employee, as compensation for his services, an annual salary of \$105,468.80 payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law. Beginning fiscal year 2017-2018 the Employee shall be eligible for merit increases on an annual basis from 1% to 10% per year based on his job performance. All merit increases shall be awarded at the discretion of the Mayor and will become effective on or about the anniversary date of his contract.

(b) Use of Vehicle. In addition to the base salary noted above, the Employee shall have the use of fleet vehicles assigned to OES for routine business travel within the City and for

authorized business travel beyond the City limits, subject to the provisions of Executive Regulation Number 2. The Employee shall not use City vehicles for commuting between home and work or for personal business. The Employee will be reimbursed for authorized business travel-related expenses in accordance with established City policies on the same basis as any classified employee.

SECTION VI. EMPLOYEE BENEFITS

During each twelve (12) month period of the term of this Contract Agreement, Employee shall be entitled to twenty (20) paid days (160 hours) of vacation leave (annual leave). The Employee is expected to take his vacation leave (annual leave) within twelve (12) months of said leave being credited to his leave account. In the event the Employee does not take his entire leave balance, any vacation leave that is not taken during any twelve-month period will be carried over to the next leave year, up to a cap of 200 hours (past year and new year added together). All leave in excess of 200 hours will be forfeited. Except for vacation leave, this Agreement shall not be in lieu of all employee benefits to which Employee may be entitled as an employee of the City relating to holidays, sick leave, retirement, insurance, medical and life, or other plans which may now be in effect or which may hereafter be adopted. Employee shall have the same rights and privileges to participate in such plans and benefits as any other employee during his period of employment. The Employer's rights with respect to such benefits shall be subject to (i) the provisions of the relevant contracts, policies or plans providing such benefits, and (ii) the right of the Employer to amend, modify, or terminate any of such benefits if that occurs with respect to all classes of employees covered by a given benefit.

SECTION VII. WORKING FACILITIES.

The Employee shall have a private office, administrative assistance, cell phone, walkie-talkie, and other facilities, equipment, and services that are suitable to his position and appropriate for the performance of his duties.

SECTION VIII. EXTENT OF SERVICES

The Employee agrees that he will at all times faithfully, industriously and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement and shall assume and perform all additional responsibilities and duties related to his job description that the Mayor from time to time may assign him. With approval of the Mayor, the Employee shall be permitted to enroll in professional development courses to enhance the performance of his job during normal business hours.

SECTION IX. ANNUAL EVALUATION.

Annually, the Mayor, in consultation with the Employee, shall define such goals and performance objectives as he determines necessary for the proper operation of OES. The Mayor shall identify obtainable goals within the time limitations as specified in the annual operating and capital budgets and appropriations provided. Moreover, the Mayor shall review and evaluate the performance of the Employee at least once annually. Said evaluation and review shall be in accordance with the established rules and regulations of the Personnel Policies and Procedures Manual. Further, the Mayor shall provide the Employee with an adequate opportunity for the Employee to discuss his evaluation with the Mayor.

SECTION X. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Mayor, in consultation with Employee, shall fix any other terms and conditions of employment as he may determine from time to time, relating to the performance of Employee,

provided such terms and conditions are not inconsistent with the provisions of this Agreement, the Employee's job description or any other law.

SECTION XI. NO REDUCTION OF BENEFITS.

The Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree as such a reduction across-the-board for all employees of the Employer. Notwithstanding anything to the contrary the Employee's rights with respect to compensation and benefits shall be subject to the provisions of Sections V and VI herein, and his rights to salary compensation and other financial benefits may be terminated in accordance with said provisions of this Contract.

SECTION XII. SEVERABILITY.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and/or the application of any term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall to be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by law.

SECTION XIII. NO REDUCTION OF BENEFITS.

No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

SECTION XIV. GOVERNING LAW.

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

SECTION XV. GENDER AND NUMBER.

Whenever the context hereof required, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include singular and plural.

SECTION XVI. AMENDMENTS AND AGREEMENT EXECUTION

This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SECTION XVII. NOTICES.

Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid, certified mail, return receipt requested, addressed as follows:

Employee: Terry M. White
2203 Heritage Drive
Opelika, AL 36801

Employer: City of Opelika
P.O. Box 390
Opelika, AL 36803
ATTN: Mayor

SECTION XVIII. WAIVER OF BREACH.

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

SECTION XIX. TIME OF ESSENCE.

Time shall be of the essence with respect to this Agreement.

SECTION XX. ENTIRE AGREEMENT.

This Agreement (including attachments) supersedes all previous contracts and constitutes the entire agreement between the parties hereto.

SECTION XXI. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

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

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

ROBERT G. SHUMAN, CITY CLERK

TERRY M. WHITE

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Employment Contract Terry White 082916 (223-16 : Employment Contract with Terry White)

RESOLUTION NO. 224-16

City Budget for FY 2017.

8/26/2016 11:13 AM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2017

RESOLUTION NO. _____-2016

ADOPTION OF ANNUAL BUDGET FOR 2016-2017

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

- (1) That, for the purpose of financing the conduct of affairs of the City of Opelika, Alabama, during the fiscal year beginning October 1, 2016, and ending September 30, 2017, inclusive, the Budget of the City's expenses for such period be and the same is hereby approved and adopted as the official Annual budget of the City of Opelika, Alabama:
- (2) That the amounts in the following report are appropriated to such uses, and authority is hereby granted to the Mayor to approve the expenditure of the amounts shown, for the purposes indicated.
- (3) That the City Treasurer is authorized to make the appropriate disbursements upon receipt of approval from the Mayor.
- (4) That the Mayor is hereby authorized to make adjustments of appropriated amounts between accounts within the various departments as necessitated by changing requirements, and compliance with Generally Accepted Accounting Principles, except in cases of changes in compensation accounts and Council's discretionary funds, in which approval of Council will be required.
- (5) That the Mayor is hereby authorized to increase budgeted expenditures for Parks and Recreation special programs, fire training, money or receipts from sale of property condemned from Court proceedings, profit oriented activities, and donations, up to an amount equal to the additional revenue created by the program, activity, condemnation or donation.
- (6) That the Mayor is hereby authorized to increase budgeted expenditures of the 2016-2017 Budget by the amount necessary to honor the contracts in progress at September 30, 2016.
- (7) That the Mayor is hereby authorized to increase appropriated amounts from unassigned fund balance of the various funds by the amount of any unbudgeted payment, contract or bid for which the Council of the City of Opelika, Alabama, by resolution, ordinance or notation in the minutes of the

8/26/2016 11:13 AM

City of Opelika
Annual Budget
Fiscal year ending September 30, 2017

Council meetings has indicated approval.

(8) That the Mayor is hereby authorized to transfer to the sick and vacation pay accounts of the various departments the amounts due to retiring employees, from the Mayor's sick pay account, up to the amount budgeted in the Mayor's sick pay account.

(9) That the Mayor is hereby authorized to reclassify for proper recording, control, management and financial reporting items designated in the budget as fixed assets, if subsequent to the adoption of this budget it is determined that such items do not meet the financial reporting requirements for classification as a fixed asset. Provided this adjustment shall not increase total budgeted expenditures.

(10) That the Mayor is hereby authorized to adjust the budget as necessary to transfer to or from the City's Capital Outlay accounts in amounts of less than \$15,000. Provided such adjustment shall not increase total budgeted expenditures.

(11) That the Mayor is hereby authorized to adjust the budget as necessary for cost variances up to an amount equal to ten percent of a budgeted fixed asset (Capital Outlay) item's cost, but not more than \$15,000 for any budgeted fixed asset (Capital Outlay). Provided this adjustment shall not increase total budgeted expenditures.

(12) That the Mayor is hereby authorized to transfer to education and seminar accounts of the various departments the amounts spent for the employee educational assistance program, from the Mayor's Education Assistance account, up to the amount budgeted in the Mayor's Education Assistance account.

(13) That the Mayor is hereby authorized to transfer to the salary accounts of the various departments the amounts determined appropriate by the Mayor for an Employee Awards Program, from the Mayor's Employee Awards account, up to \$10,000.

(14) That the Mayor is hereby authorized to reclassify for proper recording, control, management and financial reporting and adjust the budget for items on the City Administrator's Capital Outlay list from Administration Capital Equipment to the appropriate account to meet the financial reporting requirements for classification as a fixed asset. Provided this adjustment shall not increase total budgeted capital expenditures. (see attachment A)

Attachment: CM 9-06-16, City Budget FY 2017 (224-16 : City Budget for FY 2017.)

8/26/2016 11:13 AM

City of Opelika

Annual Budget

Fiscal year ending September 30, 2017

(15) The City Council established in the 2015 Budget a line of credit and finds and determines that it is necessary and in the public interest that OPS Telecom Fund renew the line of credit in the maximum sum of three million, two hundred thousand dollars (\$3,200,000) from OPS Electric Fund. Accordingly, OPS Telecom Fund is hereby authorized to borrow from OPS Electric Fund a sum not to exceed the sum of \$3,200,000 and to bear interest at the rate of 2.73% per annum, payable in full principal and accrued interest on September 30, 2019. Prior to the maturity of the debt, interest thereon shall be paid annually on September 30 of each year hereafter. The Mayor and the Director of Opelika Power Services, jointly and severally, are authorized and directed to request advances under the line of credit and make payments thereon at such times and in such amounts that they consider necessary or desirable. The Director of Opelika Power Services is authorized to execute and deliver such notes, drafts, acceptances, agreements, and other instruments deemed necessary or required to carry out the authority contained herein. The Mayor, Treasurer, and Controller are hereby authorized to transfer such funds and to make such accounting entries as shall be necessary to carry out the transactions approved herein.

Adopted and Approved this the _____ day of _____, 2016.

ATTEST:

R. G. Shuman
City Clerk - Treasurer

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

Attachments:

A - Capital Outlay Expenditures for 2017

Attachment: CM 9-06-16, City Budget FY 2017 (224-16 : City Budget for FY 2017.)

CAPITAL OUTLAY - FY 2017

BudgetENGINEERING

1. (1) 4x4 pickup for Storm Water	\$ 25,000
	<u>\$ 25,000</u>

INSPECTION

1. (1) F150 pickup truck	\$ 23,000
	<u>\$ 23,000</u>

INFORMATION TECHNOLOGY

1. GPS System for Non-Public Safety	\$ 6,000
2. City Wide Camera System	\$ 100,000
3. Replace Cisco Switches	\$ 50,000
4. Complete Council Meeting Minutes Scanning	\$ 8,000
5. Intelligent Street Lights	\$ 350,000
6. GIS Aerials Photography	\$ 120,000
	<u>\$ 634,000</u>

FIRE DEPARTMENT

1. Replace 11 desktop computers	\$ 13,200
2. Upgrade (9 AP75) SCBA Air Packs	\$ -
3. Upgrade (22 AP50) SCBA Air Packs	\$ -
4. Zoll Auto Pluse CPR Machine	\$ 23,000
5. Bullex Fire Attack Training Aid	\$ 17,000
	<u>\$ 53,200</u>

PARKS AND RECREATION

1. Playground Resurfacing	\$ 30,000
2. Replace Treadmill and Elliptical	\$ 12,000
3. Resurface Tennis Courts	\$ 27,000
4. Starting Blocks for Opposite End of Pool	\$ 16,000
5. (2) 15-person Passenger Vans	\$ 60,000
6. Replace Tumbling Equipment	\$ 30,000
7. Purchased Used Tumbling Equipment	\$ 11,000
8. Playground Equipment at Sportsplex	\$ 70,000
	<u>\$ 256,000</u>

	Budget
<u>POLICE DEPARTMENT</u>	
1. (5) Marked Patrol Vehicles (Tahoes) Equipped	\$ 200,000
2. (60) Body Cameras	\$ 68,810
3. (2) Watchguard in-car camera systems	\$ 12,000
4. (2) Video Surveillance Cameras	\$ 26,000
5. (1) Canine Bomb Detection Dog	\$ 19,000
6. (1) Polaris Ranger Crew Utility Vehicle	\$ 17,000
7. (2) Unmarked Investigative Vehicles w/radios	\$ 60,000
8. (1) ROBO Level 3 Ballistic Shield w/light	\$ 3,750
9. (4) Handheld Motorola Radios	\$ 10,500
	<u>\$ 417,060</u>
<u>PUBLIC WORKS</u>	
<u>Building Maintenance</u>	
1. Train Depot Repairs	\$ 20,000
2. Public Works Lock System	\$ 90,000
3. City Hall 2nd Floor Remodel	\$ 9,000
4. Sportsplex Pumps	\$ 3,000
5. Public Works Painting/Flooring	\$ 30,000
6. HVAC Replacements (Denson, IT, Police, Old Fire Station)	\$ 36,095
7. Roof Replacement Covington	\$ 185,000
8. Roof Replacement Library	\$ 168,000
9. Glass Filters for Pools (Covington & Sportsplex)	\$ 33,000
	<u>\$ 574,095</u>
<u>Groundskeeping</u>	
1. (1) Zero Turn Mower	\$ 9,000
2. (2) Grasshopper Collector Bags	\$ 3,200
	<u>\$ 12,200</u>
<u>Park Maintenance</u>	
1. (1) - Pull Behind Blower	\$ 7,100
2. (1) - Zero Turn Mower	
3. (1) - Sod Cutter	
4. (1) - Paint Machine	\$ 3,100
	<u>\$ 10,200</u>
<u>Street</u>	
1. Sidewalk Refurbishing	\$ 175,000
	<u>\$ 175,000</u>
PUBLIC WORKS TOTAL	<u>\$ 771,495</u>
GRAND TOTAL	<u><u>\$ 2,179,755</u></u>

**CITY OF OPELIKA
ANNUAL BUDGET
Fiscal Year Ending September 30, 2017**

FUND	2014 Actuals	2015 Actuals	2016 YTD Actuals	2016 Orig Bud	2016 Rev Bud	2017 Budget
Total General Fund Revenues	\$ 47,020,330	\$ 50,113,053	\$ 46,978,201	\$ 49,877,000	\$ 49,929,620	\$ 53,203,308
Total General Fund Transfer Ins	\$ 1,443,707	\$ 3,462,308	\$ 2,509,928	\$ 2,821,901	\$ 2,819,689	\$ 3,982,328
Total General Fund Transfer Outs	\$ (9,304,331)	\$ (8,216,292)	\$ (8,266,672)	\$ (12,513,410)	\$ (12,706,665)	\$ (12,231,292)
Total General Fund Expenditures	\$ (37,063,238)	\$ (35,635,774)	\$ (32,465,220)	\$ (40,185,491)	\$ (44,845,425)	\$ (44,954,344)
CHANGE IN FUND BALANCE	\$ 2,096,467	\$ 9,723,295	\$ 8,756,236	\$ -	\$ (4,802,782)	\$ 0
Total Opelika Power Services Revenues	\$ 39,933,701	\$ 42,053,529	\$ 34,452,456	\$ 40,150,000	\$ 40,150,000	\$ 43,449,780
Total Opelika Power Services Expenses	\$ (68,359,809)	\$ (36,690,825)	\$ (27,055,125)	\$ (36,317,708)	\$ (39,521,956)	\$ (36,162,960)
Total OPS Transfers and other Expenses	\$ (2,357,523)	\$ (4,324,240)	\$ (3,598,412)	\$ (4,117,292)	\$ (4,112,656)	\$ (4,435,653)
TOTAL OPELIKA POWER SERVICES PROFIT/(LOSS)	\$ (30,783,631)	\$ 1,038,465	\$ 3,798,919	\$ (285,000)	\$ (3,484,612)	\$ 2,851,167
Total Cable System Revenues	\$ 1,474,937	\$ 3,835,579	\$ 3,571,398	\$ 4,174,000	\$ 4,174,000	\$ 4,703,184
Total Cable System Expenses	\$ (4,953,501)	\$ (5,076,076)	\$ (4,079,591)	\$ (4,870,165)	\$ (4,939,745)	\$ (5,017,008)
Total Cable System Transfers and other Expenses	\$ (270,396)	\$ (373,743)	\$ (304,736)	\$ (361,000)	\$ (361,000)	\$ (270,396)
TOTAL CABLE SYSTEM PROFIT/(LOSS)	\$ (3,748,959)	\$ (1,614,240)	\$ (812,929)	\$ (1,057,165)	\$ (1,126,745)	\$ (584,220)
Total Sewer System Revenues	\$ 4,102,674	\$ 4,226,582	\$ 3,335,546	\$ 4,180,000	\$ 4,180,000	\$ 4,382,052
Total Sewer System Expenses	\$ (1,979,802)	\$ (2,193,569)	\$ (1,929,404)	\$ (2,058,708)	\$ (2,065,803)	\$ (2,030,803)
Total Sewer System Transfers and other Expenses	\$ (18,619,468)	\$ (1,384,431)	\$ (1,229,497)	\$ (1,363,925)	\$ (1,363,925)	\$ (1,387,481)
TOTAL SEWER SYSTEM PROFIT/(LOSS)	\$ (16,496,596)	\$ 648,582	\$ 176,644	\$ 757,367	\$ 750,273	\$ 963,768
Total Solid Waste Revenues	\$ 2,432,581	\$ 2,625,419	\$ 2,398,992	\$ 2,811,000	\$ 2,861,000	\$ 2,929,637
Total Solid Waste Expenses	\$ (4,047,227)	\$ (2,288,371)	\$ (1,679,301)	\$ (2,629,477)	\$ (2,995,144)	\$ (2,590,310)
TOTAL SOLID WASTE PROFIT/(LOSS)	\$ (1,614,646)	\$ 337,049	\$ 719,691	\$ 181,523	\$ (134,144)	\$ 339,327
Total Enterprise Funds Revenue	\$ 47,943,894	\$ 52,741,109	\$ 43,758,392	\$ 51,315,000	\$ 51,365,000	\$ 55,464,653
Total Enterprise Funds Expenses	\$ (79,340,339)	\$ (46,248,841)	\$ (34,743,421)	\$ (45,876,058)	\$ (49,522,648)	\$ (45,801,082)
Total Enterprise Funds Transfers and Other Expenses	\$ (21,247,387)	\$ (6,082,413)	\$ (5,132,645)	\$ (5,842,217)	\$ (5,837,581)	\$ (6,093,530)
TOTAL ENTERPRISE FUNDS PROFIT/(LOSS)	\$ (52,643,832)	\$ 409,855	\$ 3,882,325	\$ (403,275)	\$ (3,995,229)	\$ 3,570,041

Attachment: CM 9-06-16, City Budget FY 2017 (224-16 : City Budget for FY 2017.)

RESOLUTION NO. 225-16

Special Appropriation, Opelika School System - Alternative Learning Center.**RESOLUTION NO. _____**

WHEREAS, Mayor Fuller and the Opelika City Council appreciates and fully supports the various activities and programs of the Opelika School System, and

WHEREAS, the Alternative Learning Center is in need of additional funding to assist in covering the expenses for their Positive Behavior Dog Pound Program for their students, and

WHEREAS, all five Council members have agreed to contribute \$1,000.00 from their respective discretionary current year account or reserve fund.

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

1. That the City Council approves said request to provide a total of \$5,000.00 to the Opelika School System to assist in covering the various expenses for their Positive Behavior Dog Pound Program.
2. That City Council members wish to provide \$1,000.00 each from their discretionary funds as detailed below:

Patricia Jones	Ward 1	Current year acct.	\$1,000.00
Larry Gray	Ward 2	Current year acct.	\$1,000.00
Dozier Smith T	Ward 3	Current year acct.	\$1,000.00
Eddie Smith	Ward 4	Reserve discretionary fund	\$1,000.00
David Canon	Ward 5	Current year acct.	\$1,000.00

3. That the City Council hereby declares and determines that the expenditure of these public funds will serve a public purpose for the City of Opelika.
4. The Mayor and the Controller is hereby authorized and directed to make a budget adjustment for \$5,000.00 from the various accounts/funds as detailed in No. 2. above to the appropriate account(s).

5. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$5,000.00 can be prepared payable to Opelika School System and earmarked for the Alternative Learning Center.

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, CMC
City Clerk - Treasurer

RESOLUTION NO. 226-16

Special Appropriation to Chamber of Commerce, Young Leaders Program.**RESOLUTION NO. _____**

WHEREAS, the entire Opelika City Council fully supports and appreciates the various services and programs that is being provided by the Opelika Chamber of Commerce, and

WHEREAS, the Lee County Young Leaders is in need of contributions to assist in funding their program and activities for 2016-2017, and

WHEREAS, Council President pro-tem Patsy Jones Ward 1, Councilman Larry Gray Ward 2, Councilman Dozier Smith T Ward 3, Council President Eddie Smith Ward 4 and Councilman David Canon Ward 5 wish to provide a special appropriation to assist in supporting the 2016-2017 class of the Lee County Young Leaders.

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

1. That the City Council approves said request to provide a total of \$5,000.00 to the Opelika Chamber of Commerce, Lee County Young Leaders program.
2. That City Council members wish to provide \$1,000.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1. above:

Patricia Jones	Ward 1	Current year.	\$1,000.00
Larry Gray	Ward 2	Current year.	\$1,000.00
Dozier Smith T	Ward 3	Current year.	\$1,000.00
Eddie Smith	Ward 4	Reserve fund.	\$1,000.00
David Canon	Ward 5	Current year.	\$1,000.00

3. That the Council hereby declares and determines that said expenditures of these public funds will serve a public purpose for the City of Opelika.
4. That the Mayor and the Controller is hereby authorized and directed to make a budget adjustment(s) to move a total of \$5,000.00 from the various accounts/funds as detailed in No. 2 above to the appropriate account(s).
5. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so a check for \$5,000.00 can be prepared and delivered

to the Opelika Chamber of Commerce with said funds earmarked for the Lee County Young Leaders program.

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 - Treasurer

RESOLUTION NO. 227-16

Personal Property Lease Agreement - OES.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF PERSONAL
PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF
OPELIKA, ALABAMA AND LEE COUNTY, ALABAMA**

WHEREAS, the City of Opelika, Alabama, (the “City”) has certain items of tangible personal property which are no longer needed for public or municipal purposes, namely, one (1) Wastequip Bailer, Model # C6030LOPRO-F, Serial # 10400010365, Opelika Tag # 87002797; and

WHEREAS, the City desires to lease said personal property to Lee County, Alabama, (“Lee County”) as accommodation rent free; and

WHEREAS, a proposed Personal Property Lease Agreement (hereinafter the “Agreement”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Personal Property Lease Agreement to be entered into by and between the City and Lee County, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as

the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Agreement.

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

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

4. That 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

PERSONAL PROPERTY LEASE AGREEMENT

THIS PERSONAL PROPERTY LEASE AGREEMENT (hereinafter the “Agreement”) is made the ____ day of _____, 2016, by and between the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as the “LESSOR”) and Lee County, Alabama, a political subdivision of the State of Alabama (hereinafter referred to as the “LESSEE”).

For and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party the sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

1. **Leased Personal Property.** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described tangible personal property (the “Leased Property”):

(a) One (1) Wastequip Bailer Model#C6030I0pro-f, Serial #10400010365,
Opelika Tag # 87002797

2. **Term and Termination.**

(a) The term of this Agreement shall be for a term of three (3) years, beginning October 1, 2016 and ending on September 30, 2019.

(b) Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. The parties shall deal with each other in good faith during the thirty-day period after which such notice has been given. Upon any such early termination, LESSEE will relinquish possession of the Leased Property to LESSOR.

3. **Rent.** The Leased Property is leased to LESSEE as an accommodation and shall be rent free.

4. **Use.** LESSEE will exercise due care in the use, operation and maintenance of the Leased Property and will not use, operate or maintain the Leased Property improperly, carelessly, in violation of any applicable law or for any purpose or any manner contrary to that contemplated by this Agreement.

5. **Maintenance.** LESSEE shall provide for the service, repair and maintenance of the Leased Property, at its own expense, so as to keep the Leased Property in as good condition, repair, appearance and working order as when delivered to LESSEE hereunder, ordinary wear and tear excepted. LESSEE shall, at its own expense, replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever.

6. **Damage to or Destruction of Leased Property.** LESSEE shall be responsible for any loss of the Leased Property from any cause whatsoever, whether or not insured, from the effective date of this Agreement. If the Leased Property is lost, stolen or damaged, LESSEE will promptly notify LESSOR of such event. In no event shall such loss or damage relieve LESSEE of its obligations under this Agreement. In the event of such loss or damage, LESSEE at its option shall:

- (a) Promptly repair the Leased Property to return it to good working order; or
- (b) Replace the Leased Property with like property, in good condition and working order, free and clear of all liens and encumbrances; or
- (c) Pay LESSOR the replacement value of the Leased Property.

7. **Indemnity.** To the fullest extent permitted by law, LESSEE shall and does hereby agree to indemnify, protect, defend and hold harmless LESSOR and its officers, elected officials, employees, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney's fees) and other claims of any nature, kind or description by any person or entity, arising out of, caused by, or resulting from LESSEE's use, possession, maintenance and operation of the Leased Property.

8. **Ownership.** The Leased Property is and shall remain the exclusive property of LESSOR.

9. **Liens and Encumbrances.** LESSOR shall keep the Leased Property free and clear of any liens or other encumbrances and shall not permit any act where LESSOR's title or rights may be negatively affected. LESSEE shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Leased Property.

10. **Surrender.** Upon the expiration or earlier termination of this Agreement, LESSEE shall return the Leased Property to LESSOR in good repair, condition and equal working order as was received, with exception of ordinary wear and tear resulting from proper use thereof, by delivering the Leased Property at LESSEE's cost and expense to such place as LESSOR shall specify within the incorporated area of the City of Opelika.

11. **Assignment.** Neither this Agreement nor LESSEE's rights hereunder are assignable except with LESSOR's prior, written consent.

12. **Binding Effect.** The covenants and conditions contained in this Agreement shall apply to and bind the parties and their successors and permitted assigns of the parties.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or representations of any kind preceding the date of this Agreement. There are no promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both LESSOR and LESSEE.

15. **Cumulative Rights.** LESSOR's and LESSEE's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

16. **Waiver.** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first above written.

**THE CITY OF OPELIKA, ALABAMA,
a municipal corporation
LESSOR**

GARY FULLER, ITS MAYOR

ATTEST:

**ROBERT G. SHUMAN
CITY CLERK**

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

**BILL ENGLISH,
CHAIRMAN OF THE
LEE COUNTY COMMISSION**

RESOLUTION NO. 228-16

Amending Organizational Chart O.E.S.

RESOLUTION NO. _____

**RESOLUTION AMENDING THE ORGANIZATONAL CHART
OF OPELIKA ENVIRONMENTAL SERVICES**

WHEREAS, the Mayor has submitted his recommendation to the City Council to modify the organizational chart of Opelika Environmental Services (“OES”); and

WHEREAS, the Mayor and Director of OES have recommended that the combined number of authorized positions for the following classifications shall not exceed eighteen (18) employees: Refuse Equipment Operator, Motor Vehicle Operator, Knuckleboom Operator, Solid Waste Maintenance Coordinator, Utility Service Worker and Solid Waste Worker; and

WHEREAS, the proposed amendment of the Organizational chart will not increase the number of authorized positions for OES but does give the Director of OES additional flexibility in filling vacant positions, promoting employees and transferring employees from one position to another; and

WHEREAS, the modification to the OES organizational chart is not anticipated to require a budget amendment; and

WHEREAS, the City Council hereby finds and determines that said plan of reorganization is in the best interest of OES.

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

Alabama, as follows:

1. That the organizational chart of OES is amended to reflect that the combined number of authorized positions for the following classifications shall not exceed eighteen (18) employees:

- a. Refuse Equipment Operator,
- b. Motor Vehicle Operator,
- c. Knuckleboom Operator,
- d. Solid Waste Maintenance Coordinator,
- e. Utility Service Worker, and
- f. Solid Waste Worker.

A copy of the amended organizational chart of OES is attached hereto as Exhibit "A".

2. That the Human Resources Department shall ensure that no more than eighteen (18) employees are hired or promoted in the above-designated classifications.

3. That the Director of OES and Controller are hereby authorized and directed to modify the organizational chart of OES to implement the changes in personnel as contemplated by this Resolution.

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

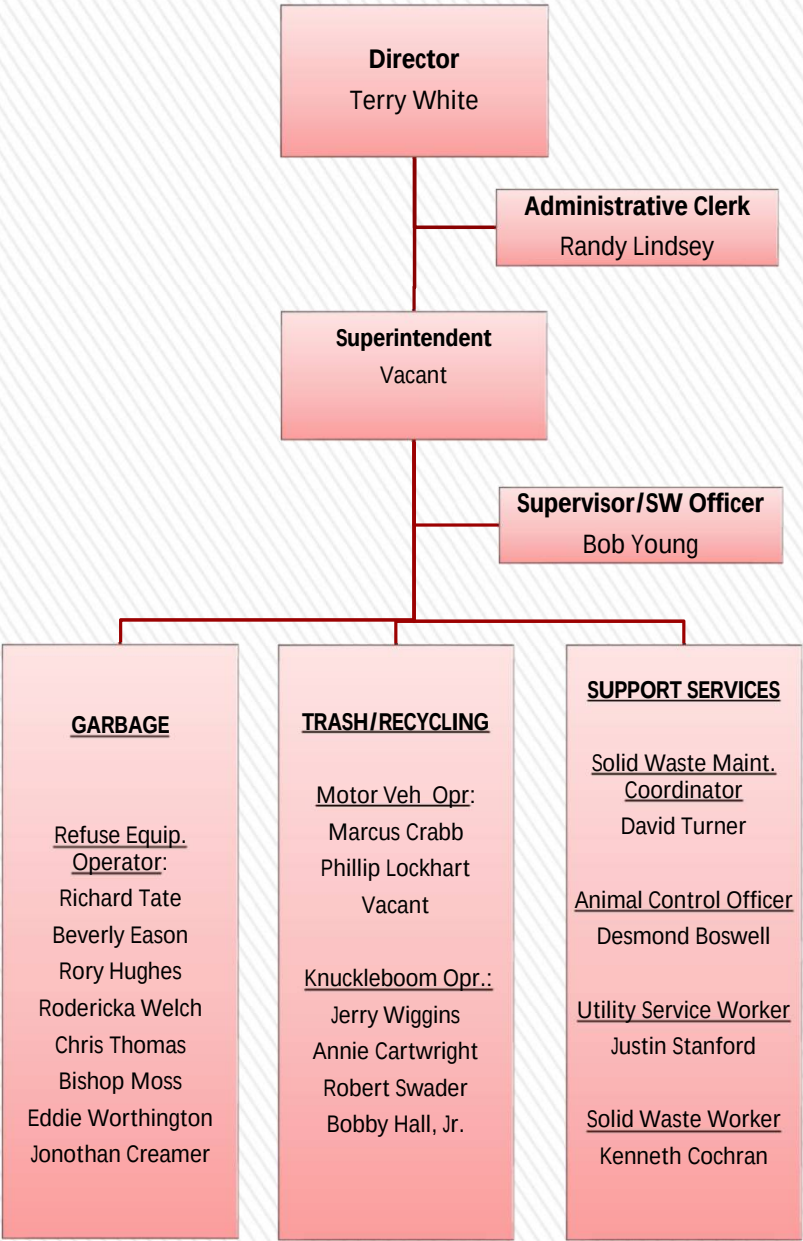
ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

SOLID WASTE
Organizational
Chart (08.24.16)



ORDINANCE NO. 120-16-ORD

Conveyance of City Property, 10962 Lee Rd 279 - 2Nd Reading.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CONVEYANCE OF
REAL PROPERTY TO DANA R. BOLTON
(10962 LEE ROAD 279)**

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:

Lots 1 and 2 of Block B, Beulah Estates, as shown by map or plat of said subdivision recorded in Plat Book 7 at Page 114 in the Office of the Judge of Probate of Lee County, Alabama.

Said lots being further described as Tax Parcels 43-02-06-14-000-032.000 according to the records in the office of the Lee County Revenue Commissioner.

The address of the above-described property is 10962 Lee Road 0279, Cusseta, AL 36852.

Section 2. The City of Opelika having received an offer from Dana R. Bolton 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 Dana R. Bolton in the consideration of the sum of Five Thousand, Five Hundred Dollars (\$5,500.00).

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 Dana R. Bolton 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 statutory 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 Dana R. Bolton for and in consideration of the sum of \$5,500.00, 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.

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

EXHIBIT "A"

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 Dana R. Bolton, (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 10962 Lee Road 279, Cusseta, Lee County, Alabama (hereinafter called "PROPERTY"), described as follows:

Lots 1 and 2 of Block B, Beulah Estates, as shown by map or plat of said subdivision recorded in Plat Book 7 at Page 114 in the Office of the Judge of Probate of Lee County, Alabama.

Said lots being further described as Tax Parcels 43-02-06-14-000-032.000 according to the records in the office of the Lee County Revenue Commissioner.

The address of the above-described property is 10962 Lee Road 0279, Cusseta, AL 36852.

Being the identical property forfeited to the City of Opelika under and pursuant to Order of Judgment entered by the Lee County Circuit Court on June 21, 2013 and recorded in Deed Book 2418 at Page 7 in the Office of the Judge of Probate of Lee County, Alabama.

2. **PURCHASE PRICE:** The purchase price for the PROPERTY shall be \$5,500.00, 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 statutory warranty deed conveying to the Purchaser 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 subdivision regulations and building codes of Lee County, Alabama.

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. All other costs and expenses of closing shall borne by the Purchaser.

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

5. **SALE OF PROPERTY “AS-IS”.** As a material part of the consideration for this agreement, Purchaser agrees to accept the Property at closing on an “**AS-IS, AND WHERE IS BASIS**” with all faults and all latent and patent defects and without any representation or warranty as to the condition of the Property, all of which the Seller hereby disclaims.

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

DANA R. BOLTON

STATE OF ALABAMA)
 :
COUNTY OF LEE) STATUTORY 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 DANA R. BOLTON, 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 DANA R. BOLTON, herein referred to as GRANTEE, the following described real estate situated in Cusseta, Lee County, Alabama, to-wit:

Lots 1 and 2 of Block B, Beulah Estates, as shown by map or plat of said subdivision recorded in Plat Book 7 at Page 114 in the Office of the Judge of Probate of Lee County, Alabama.

Said lots being further described as Tax Parcel 43-02-06-14-000-032.000 according to the records in the office of the Lee County Revenue Commissioner.

The address of the above-described property is 10962 Lee Road 0279, Cusseta, AL 36852.

Being the identical property forfeited to the City of Opelika under and pursuant to Order of Judgment entered by the Lee County Circuit Court on June 21, 2013 and recorded in Deed Book 2418 at Page 7 in the Office of the Judge of Probate of Lee County, Alabama.

TO HAVE AND TO HOLD unto said DANA R. BOLTON, his heirs and assigns forever.

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

Attachment: warranty deed Bolton 081116 (120-16-ORD : Conveyance O City Property, 10962 Lee Rd 279 - 2Nd Reading.)

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:

Dana R. Bolton
10962 Lee Road 279
Cusseta, AL 36852

This document prepared by:
Guy F. Gunter, III
City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803
334-705-2074
334-705-5515 (Facsimile)
ggunter@opelika-al.gov

Attachment: warranty deed Bolton 081116 (120-16-ORD : Conveyance O City Property, 10962 Lee Rd 279 - 2Nd Reading.)

ORDINANCE NO. 121-16-ORD

Rezoning, 18.7 Acres, Jeter Avenue - 2Nd Reading.

ORDINANCE NO. _____

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

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

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

- (a) From a PUD District (Planned Unit Development District) to a M-1 District (Industrial District), the parcels of land hereinafter described:

1000 Jeter Avenue, Opelika, Alabama

Lot A-1 of the FoxRun Industrial Park as shown on that certain Map of FoxRun Industrial Park Re-Subdivision of Lot A First Revision-First Addition as recorded in the Office of the Judge of Probate of Lee County, Alabama, in Plat Book 23, at Page 32. Said property being a replat of Lot A, as shown on that certain plat of said subdivision filed in Plat Book 20 at Page 192.

The above-described parcel is further described as: 1000 Jeter Avenue, Opelika, AL

1100 Jeter Avenue, Opelika, Alabama

Lot A-2 of the FoxRun Industrial Park as shown on that certain Map of FoxRun Industrial Park Re-Subdivision of Lot A First Revision-First Addition as recorded in the Office of the Judge of Probate of Lee County, Alabama, in Plat Book 23, at Page 32. Said property being a replat of Lot A, as shown on that certain plat of said subdivision filed in Plat Book 20, at Page 192.

The above-described parcel is further described as: 1100 Jeter Avenue, Opelika, AL

(b) From a PUD District (Planned Unit Development District) to a M-1, GC District (Industrial, Gateway Corridor District) the parcel of land hereinafter described:

Lot 4 (Vacant Lot)

Lot 4, according to the map of a Re-Subdivision of Lot 6 and a portion of Lot 8, FoxRun Industrial Park, First Revision, First Addition, as recorded in the Office of the Judge of Probate of Lee County, Alabama, in Book 13, at Page 60.

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

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

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 1862)

Lease Agreement, East Central Alabama Highway Safety Office - 1st Reading.

ORDINANCE NO. _____

**ORDINANCE APPROVING LEASE AGREEMENT WITH EAST CENTRAL
ALABAMA HIGHWAY SAFETY OFFICE**

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 property of the City of Opelika, Alabama (the "City") is not currently needed for public or municipal purposes, to-wit:

One (1) room on the first floor of the Public Works Administration Building located at 700 Fox Trail, Opelika, Alabama.

Section 2. That the City, having received an offer from East Central Alabama Highway Safety Office to lease said room described in Section 1 above, it is hereby declared to be in the best interest of the public and the City, to lease said office room to East Central Alabama Highway Safety Office at a monthly rental of \$1,900.00 for a term of one (1) year commencing on October 1, 2016 and ending on September 30, 2017.

Section 3. That a proposed Lease Agreement to be entered into between the City and East Central Alabama Highway Safety Office, a copy of which is attached as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. That the Mayor and the City Clerk are hereby authorized and directed to execute, attest and deliver said Lease Agreement in the name and on behalf of the City.

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

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

ADOPTED AND APPROVED this the ____ day of _____, 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)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made this the 1st day of October, 2016 (the “Effective Date”) by and between the City of Opelika, Alabama, a Municipal Corporation, (hereinafter referred to as “**LANDLORD**”), and East Central Highway Safety Office (hereinafter referred to as “**TENANT**”).

In consideration of the mutual covenants contained herein, **LANDLORD** and **TENANT** agree as follows:

1. **Property leased.** **LANDLORD** hereby leases to **TENANT** and **TENANT** hereby leases from **LANDLORD** for the term and for the terms, covenants and conditions set forth in this Lease, one (1) office room in the Engineering Department located within the Public Works Administration Building located at 700 Fox Trail, Opelika, Alabama, said premises being hereinafter referred to as the “Leased Premises”. Office furnishings to include desks, chairs, tables, bookcases, filing cabinets and other personal items shall be included as part of the Leased Premises.
2. **Term.** The term of this Lease (the “Term”) shall be one (1) year commencing on the effective date and ending on September 30, 2017.
3. **Rent.** **TENANT** agrees to pay **LANDLORD** monthly rent for the term of this Lease in the sum of one thousand nine hundred dollars (\$1,900.00). Rent shall be payable in advance on the 1st day of each month commencing October 1, 2016 and continuing on the 1st day of each month thereafter until the termination of this Lease. Rental payments shall be made to the City of Opelika.

4. Condition of Premises. **TENANT** accepts the Leased Premises in its present, “AS IS” condition. **LANDLORD** shall not be obligated to perform any work, or make any improvements or alterations to the Leased Premises. **TENANT**, during the term of this Lease, shall keep the Leased Premises in clean condition, free of debris and trash.

5. Use. The Leased Premises shall be used by the **TENANT** for commercial/governmental office space as the business office of the Project Director of East Central Alabama Highway Safety Office. The Leased Premises shall not be used for any other purpose without the written consent of **LANDLORD**.

6. Compliance with Laws. **TENANT** shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities as to its use of the Leased Premises. **TENANT** shall not do, or permit to be done, any act within or upon the Leased Premises which invalidates any fire insurance policies covering the building, fixtures or property therein; and shall not bring or keep anything therein, except not or hereafter permitted by the Opelika Fire Department, the Fire Insurance Rating Organization, or other authority having jurisdiction.

7. Maintenance. The **LANDLORD** agrees to maintain the Leased Premises in a good and safe condition during the term of this Agreement. **TENANT** shall be responsible for any and all damages to the Leased Premises resulting from the willful acts or negligence of the **TENANT** and its agents, employees or invitees.

8. Utilities. **LANDLORD** shall provide and pay the costs of all water, sewer and electrical power, fuel and all other utilities consumed in or at the Leased Premises.

LANDLORD shall provide and pay costs of telephone services and additional Internet connections.

9. Insurance. **LANDLORD** agrees to procure and keep in force during the term of this Agreement, insurance covering the building and **LANDLORD's** property.

LANDLORD's insurance coverage shall not be required to cover any of **TENANT's** property and **TENANT** shall not have any claim against any of the proceeds of **LANDLORD's** coverage.

10. Loss, Damage. **LANDLORD** shall not be liable for any loss, damage or expense to any person or property of **TENANT** or to the property of others given to the **TENANT**. **LANDLORD** shall also not be liable for any theft of **TENANT's** property, nor for injury or damage to persons or property resulting from any cause whatsoever, unless due to the willful acts of **LANDLORD**, its agents, servants and/or employees.

11. No Other Space. **TENANT** is afforded no other space in the building other than the office described above.

12. Indemnification. **TENANT** agrees to indemnify and hold **LANDLORD** harmless from and against any and all liability for any injury to or death of any person or persons or any damaged property in any way arising out of or connected with the use or occupancy of the Leased Premises, or in any way arising out of the activities of the **TENANT**, his employees, guests, and invitees, and from all costs, expenses, liabilities, including, but not limited to, court costs and reasonable attorney's fees incurred by the **LANDLORD** in connection therewith, excepting, however, liability caused by the **LANDLORD'S** gross negligence.

13. Smoking. No smoking is allowed on the Leased Premises. This rule will be strictly adhered to.

14. Alcoholic Beverages. Alcoholic beverages are prohibited on the Leased Premises.

This rule will be strictly adhered to.

15. Care of Leased Premises. TENANT agrees to use due care in the use of the Leased Premises and further agrees that he will not commit waste thereon.

16. Remedies for Default. If TENANT shall fail to pay rent when due, shall default in any other provision of this Lease, or shall abandon the Leased Premises, LANDLORD, in addition to all other remedies provided either at law or in equity, may reenter and take possession of the Leased Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass.

All rights and remedies of LANDLORD under this Lease shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

17. Attorney's Fees. LANDLORD shall be entitled to recover reasonable attorney's fees and costs in connection with any action or proceeding to enforce this Lease or otherwise secure any rights due it under this Lease or as may be accorded by law.

18. Relationship that of LANDLORD and TENANT. The Execution of this Lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between LANDLORD and TENANT the relationship of principle or agent, or of partnership, or of joint venture, and the relationship between them shall only be that of LANDLORD and TENANT.

19. Notices. All notices required to be given to LANDLORD hereunder, shall be delivered to the City of Opelika, 204 Seventh Street South, Opelika, Alabama 36801, or

such other address as **LANDLORD** may direct by written notice forwarded to **TENANT** by certified mail. All notices required to be given **TENANT** shall be delivered to the address written above, or such address as **TENANT** may direct by written notice forwarded to **LANDLORD** by certified mail.

20. Conversion to Tenancy at Will. After the execution of this Lease, this Agreement shall convert to a tenancy at will between the parties hereto and may be terminated at any time without cause upon **TENANT's** giving notice in writing to **LANDLORD**, or **LANDLORD's** giving notice in writing to **TENANT** at least thirty (30) days prior to the termination date.

21. Waiver. The failure of the **LANDLORD** to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by the **LANDLORD** of rent, with knowledge of the breach of any covenant hereof, shall not be deemed to have been made unless expressed in writing and signed by the **LANDLORD**.

22. Renewal Options. This Lease may be renewed from year to year on the same terms as provided herein for a maximum period of five (5) years, unless one party gives the other notice it does not intend to renew at least thirty (30) days prior to the end of the lease year.

23. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto, and any change or modification to this Lease shall be in writing and signed by the parties hereto.

24. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

25. Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties and their respective successors, legal representatives, heirs and assigns.

IN WITNESS WHEREOF, **LANDLORD** and **TENANT** have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF OPELIKA-- LANDLORD

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

EAST CENTRAL HIGHWAY SAFETY OFFICE

TERRY HENDERSON, ITS DIRECTOR
TENANT