



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
March 7, 2017
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
 1. Erica Wooten and Kylin Fears from the Opelika Middle School.
5. READING OF MINUTES
 1. Minutes from the 2-21-17 City Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Recognition of John Huling for winning the Merit in Recreation Award from the ARPA.
 2. Recognition of Reid Pope for winning the Jim Spain Professional of the Year Award from the ARPA.
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. Expense Reports from Various Departments.
 2. Travel Advance for OPS Apprentice Linemen
 3. Designate City Personal Property Surplus and Authorize Disposal
 4. Annual Authorization to Levy Property Tax.
 5. Tax Abatement Agreement with AGS Distribution & AGS Holdings.
 6. Special Appropriation to the American Cancer Society - Relay for Life.
 7. Agreement with LRCOG - MPO, Transportation Planning Process.
 8. Agreement, Sewer Project, Engineering Services / Sutton Way - P/W
 9. Contract with Mobile Studio, Carter-Jeter Project, Management Services.

14. ORDINANCES

1. Amend Zoning Ord & Map: 1310 1St Avenue, 19,000 Sf Lot, from M-1 to R-4 - Tabled.
2. Amend City Code, Sec 9.5, Food Vendors - Tabled.
3. Change the July 4Th Council Meeting Date to July 5Th. - 1St Reading.
4. Amend City Code, Sec 19-495, Discharge of Weapons - Indoor Shooting Range

15. APPOINTMENTS

1. Reappoint Vanessa Darden to the P&R Board. The new term expires 3-15-22.
2. Appoint Tony Hoyett to the P&R Board. The new term expires 3-15-22.
3. Reappoint Virginia Graham to the Mental Health Center Board. The new term expires 4-01-23.

16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 2140)

Meeting: 03/07/17 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2140

Minutes from the 2-21-17 City Council Meeting.



OPELIKA CITY COUNCIL

“ REGULAR MEETING MINUTES “

204 South 7th Street

February 21, 2017

TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order and asked Mr. Shuman to call the roll.

2. Roll Call

All council members were present.

1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

The Reverend Hugh Turner provided the invocation.

4. Pledge of Allegiance

1. Drake Bledsoe and Ch'Kryia Russ from West Forest School.
Drake and Ch'Kryia were both present and lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes for the City Council Meeting of 2-07-17.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded everyone present that the severe weather sales tax holiday starts on Friday and ends on Sunday.

1. January 2017 Building Report

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

2. Recognize the retirement of John Richardson.

Mayor Fuller and Chief John McEachern recognized John E. Richardson for his retirement after 32 years in law enforcement service starting at the Opelika Police department (OPD) and ending as the Colonel and Director of the Alabama Department of Public Safety. Mayor Fuller presented Mr. Richardson with a certificate of recognition and Chief McEachern presented him with a plaque from OPD.

3. Recognize the Opelika School System Teachers of the Year.

Mayor Fuller and Superintendent Mark Neighbors recognized all the Opelika School System Teachers of the Year. Mayor Fuller presented each teacher with a certificate of recognition and gift bag.

4. Recognize the OHS Boys & Girls Indoor Track Team - State Champions.

Mayor Fuller recognized all the OHS Coaches and the boys and girls indoor track team in winning the State Championship. Mayor Fuller presented the Coaches and each member of the track team with a certificate of recognition.

8. Citizen Communications

Attachment: CM 3-07-17, minutes from 2-21-17 CM (2140 : Minutes from the 2-21-17 City Council Meeting.)

(Limit comments to five minutes or less)

Tom Penton representing the Spirit of Democracy organization invited Mayor Fuller and all the City Council members to their first public event on March 4th from 9:45am till 11:30am at the Southside Center for the Arts.

Oscar Penn asked the City to follow up on the seven houses that were being reviewed for demolition last year to keep improving the neighborhood. Guy Gunter said the law suite by the owner was dismissed and that one of houses has already been demolished.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for the Autism 5K Run/Walk on April 8Th.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Request by Main Street - 2017 Annual Events.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Request AB Special Events Retail License, Arts Assoc. E.A.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

12. Awarding of Bids

1. Bids 029-17 Oral Recommendation - 2017 City-Wide Resurfacing - Eng

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Bids 030-17 Service Installation Materials - OPS

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

13. Resolutions

1. Resolution 031-17 Expense Reports from Various Departments.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Resolution 032-17 Designate City Personal Property as Surplus & Authorize Disposal

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
3. Resolution 033-17 Purchase Municipal Court Furniture
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
4. Resolution 034-17 Request ByT-Mobile for a Special Use Permit at 54 Reeder Ave.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 035-17 Authorize a Recycling Grant Application with ADEM.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 036-17 Agreement for VOD Operating Services - OPS
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 037-17 Amend Project Agreement with Gambro - ED.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 038-17 Special Appropriation to the Boys & Girls Club.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 039-17 Agreement with LCYDC, Intersection Road Improvement Intersection - ENG.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Ordinances
 1. Ordinance 103-17-ORD Amend Zoning Ord & Map: 305 2Nd Avenue from C-2, GC to C-3, GC and 215 2Nd Avenue from C-3, GC to C-2, GC - 2Nd Reading.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Ordinance Amend Zoning Ord & Map: 1310 1St Avenue, 19,000 Sf Lot, from M-1 to R-4 - 2Nd Reading.

RESULT: TABLED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Ordinance Amend City Code, Sec 9.5, Food Vendors - 2Nd Reading.

RESULT: TABLED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

15. Appointments

1. Reappoint Carlton Hunley III to the Medical Clinic Board. The new term expires 3-2-23.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

16. Adjourn

The City Council meeting minutes of February 21, 2017 are hereby adopted and approved this the _____ day of _____, 2017.

/s/

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/

City Clerk - Treasurer

1. Motion to adjourn.

This council meeting was adjourned at 8:02 pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

RESOLUTION NO. 040-17

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
-----	-----	
James Bush	IT	364.46
Alan McCard	OPS	14.72
Mikey Hallmark	OPS	14.08

-) 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 _____, 2017.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

James Bush

DEPARTMENT

I.T.

PERIOD ENDING

2/12/17 thru 2/16/17

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 2/12/17	Washington DC		25.00		12.52	55.72			16.50			109.74
MON 2/13	Washington DC				8.66				55.60			64.26
TUE 2/14	Washington DC				9.17		3.85					13.02
WED 2/15	Washington DC				10.54				69.72			80.26
THU 2/16	Washington DC		25.00		16.46	55.72						97.18
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	50.00	0.00	57.35	111.44	3.85	0.00	141.82	0.00	0.00	364.46

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED: COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
2/12	James Bush	8:33PM Finn&Porter DC	Travel	16.50	100%
2/13	James Bush	8:07PM Acadlana DC	Travel	55.60	100%
2/14	James Bush Agree To P.O.	9:58AM Comp Coffee DC	Travel	3.85	100%
2/15	Exts Verified James Bush Footing Verified Inv. Price Bio Price Ok To Pay A/C # Verified	4:48PM Quarterdeck VA	Travel	69.72	100%

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Educational Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☐ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
2/12	99.5 Miles X .56	55.72
2/16	99.5 Miles X .56	55.72

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
2/12/17	Checked Bag/Delta	25.00
2/16/17	Checked Bag/Delta	25.00
2/12/17	Taxi From Airport to Hotel	12.52
2/13/17	Taxi to Confrence	8.66
2/14/17	Taxi to Conference	9.17

SIGNATURE

EXPENSE REPORT

PERIOD ENDING

NAME

Alan McCard

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												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI	Opelika, AL						14.72					14.72
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	14.72	0.00	0.00	0.00	0.00	14.72

WEEKLY TOTAL EXPENSES

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

RECEIVED
MAR 01 2017
BY: *am*

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

NUMBER OF DAYS AWAY FROM HOME

0

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

All night fiber restoration to repair damages after
storm on Raintree St.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

APPROVED BY

Alan McCard
John S. Lee

EXPENSE REPORT

PERIOD ENDING

NAME

Mikey Hallmark

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												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI	Opelika, AL							14.08				14.08
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00		14.08	0.00	0.00	0.00	14.08

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		
			Footling Verified		
			Inv. Price Bio Price		
			Ok To Pay		
			A/C # Verified		

NUMBER OF DAYS AWAY FROM HOME

0

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

All night fiber restoration to repair damages after storm on Raintree St.

METHOD OF REIMBURSEMENT

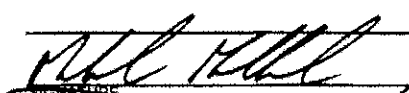
☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

 APPROVED BY


RESOLUTION NO. 041-17

Travel Advance for OPS Apprentice Linemen

RESOLUTION NO. _____

WHEREAS, Apprentice Linemen, Jacob Adams, Terry Newsome, and Parker Vincent, is requesting a travel advance from the City Treasury for the purpose of attending the Apprenticeship Training Class in Montgomery, Alabama from March 19, 2017 through March 24, 2017.

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

- 1) That the Opelika Power Services Director is hereby authorized to process the appropriate paperwork to the Accounting Department so three checks for 300 Hundred dollars (\$300.00) each can be prepared payable to Jacob Adams, Terry Newsome, and Parker Vincent.
- 2) That the City Treasurer is hereby authorized and directed to sign said three advanced checks for \$300.00 each payable to Jacob Adams, Terry Newsome and Parker Vincent for travel expenses while attending the Apprenticeship Training Class. That said Apprentice Linemen shall present an itemized expense report immediately upon their return to the City.

APPROVED and ADOPTED this the _____ day of _____, 2017.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

Fact Sheet

Subject:

Travel Advance

Facts:

Apprentice Linemen, Jacob Adams, Terry Newsome and Parker Vincent is attending the Apprenticeship Lineman Training, offered by AREA in Montgomery AL, which begins on March 19, 2017.

Jacob, Terry and Parker is requesting 18 meals each and fuel for a City vehicle with an estimated cost of \$300.00 apiece.

Jacob Adams

18 Meals ~ \$280.00

Fuel for City vehicle while in Montgomery~ \$20.00

Terry Newsome

18 Meals ~ \$280.00

Fuel for City vehicle while in Montgomery~ \$20.00

Parker Vincent

18 Meals ~ \$280.00

Fuel for City vehicle while in Montgomery~ \$20.00

Recommendations:

The Council to approve the travel advance for Jacob Adams, Terry Newsome and Parker Vincent during the March 7, 2017 Council Meeting.

RESOLUTION NO. 042-17

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City 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.	2011 Ford Crown Victoria 2FABP7BV4BX122392	87002728

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 _____, 2017.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 043-17

Annual Authorization to Levy Property Tax.**RESOLUTION NO. _____**

ANNUAL AUTHORIZATION - LEVY OF TAX ON PROPERTY
SITUATED WITHIN THE CORPORATE LIMITS
OF THE CITY OF OPELIKA, ALABAMA

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

1. That, under and by virtue of the provisions of Section 11-51-42 of the Code of Alabama, 1975, and pursuant to the appropriate provisions of the Constitution of Alabama and the general laws of the State, the following taxes are levied on property situated in the City of Opelika on the value assessed for taxation and as shown on the Books of Assessment for the State of Alabama and Lee County for which taxes of the City will become due and payable on October 1st, 2016:
 - (a) One-half of one per centum (5 mills) for the General Fund of the City, pursuant to Section 216 of the Constitution of Alabama of 1901.
 - (b) One-half of one per centum (5 mills) for debt service pursuant to Amendment No. 8 of the Constitution of Alabama of 1901.
 - (c) One-half of one per centum (5 mills) for educational purposes pursuant to Amendment No. 147 of the Constitution of Alabama of 1901, most recently voted on May 9th, 1989.
 - (d) One and 10/100 per centum (11 mills) for the support and furtherance of education pursuant to Amendment No. 8 of the Constitution of Alabama of 1901, most recently voted on January 25th, 2000.

Said taxes shall be levied and collected in addition to all other taxes levied under appropriate provisions of the Constitution of Alabama and general laws of the state.

2. That the City Clerk is hereby authorized and directed on or before

June 1st, 2017 to certify and deliver to the Revenue Commission of Lee County, Alabama a copy of this Resolution.

ADOPTED and APPROVED this the _____ day of _____, 2017.

C. E. "Eddie" Smith, Jr.

President, City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 044-17

Tax Abatement Agreement with AGS Distribution & AGS Holdings.

RESOLUTION NO. _____

**RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND
EXEMPTIONS FOR AGS DISTRIBUTION, INC. AND AGS HOLDINGS, LLC**

WHEREAS, the City of Opelika, Alabama, a municipal corporation (the “City”) and AGS Distribution, Inc., an Alabama corporation, (the “Company”) have been engaged in discussions concerning the construction by the Company of an automotive warehousing and distribution facility (the “Facility” or the “Project”) to be located at 685 Fox Trail, Opelika, Alabama 36801 within the corporate limits of the City; and

WHEREAS, the proposed Facility will result in a capital investment of up to six million six hundred and fifty thousand dollars (\$6,650,000.00) and will result in the creation of approximately fifty-five (55) full-time jobs at the Facility; and

WHEREAS, the Project will consist of the acquisition of land, the construction of new buildings and the purchase and installation of new personal property, including office equipment, computers, furniture, etc. (the “Project”) at the site of the Facility; and

WHEREAS, AGS Holdings, LLC, a limited liability company (the “Holding Company”), proposes the acquire the land and construct the buildings and to lease the building located at 685 Fox Trail to the Company; and

WHEREAS, the Project will require a capital investment by the Holding Company in the amount of approximately six million four hundred thousand dollars (\$6,400,000.00); and

WHEREAS, the Project will require a capital investment by the Company in the amount of two hundred and fifty thousand dollars (\$250,000.00) to purchase and install new personal property, including office equipment, computers, furniture, etc. at the site of the Facility; and

WHEREAS, the Project is estimated to be placed in service by March 15, 2018; and

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

WHEREAS, the Company’s NAICS Code 493100 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the “Act”), the Company and the Holding Company have requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes) for a period of ten (10) years; and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

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

WHEREAS, the City has considered the requests of the Company and the Holding Company and each of their respective completed forms CO:CAA Application to Granting Abatement Authority for Abatement of Taxes filed by the Company and the Holding Company

with the City in connection with their requests (separately the “Abatement Application” or collectively “Abatement Applications”); and

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

WHEREAS, according to the Abatement Applications, the Project will require an aggregate initial capital investment of approximately six million six hundred fifty thousand dollars (\$6,650,000.00), which includes the acquisition of the land, the construction of the new building, the purchase of the personal property to be installed at the Facility and related costs; and

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

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

WHEREAS, the Company and the Holding Company are duly qualified to do business in the State of Alabama and have the power to enter into and to perform and observe the agreements and covenants on their part contained in the respective Abatement Agreements; and

WHEREAS, the City represents and warrants to the Company and the Holding Company that the City has the power under the Constitution and the laws of the State of Alabama

(including particularly the provisions of the Act) to carry out the provisions of the respective Abatement Agreements; and

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

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

1. Approval is hereby given to the Abatement Application of the Company and the Abatement Application of the Holding Company and abatement is hereby authorized of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction-related transaction (sales and use) taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education.
2. In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to the Company and the Holding Company a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years.
3. The abatements and exemptions granted herein do not include any ad valorem taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 1 and 2 shall not exceed the maximum abatement allowed by state law.
4. The Mayor and the City Clerk are hereby authorized and directed to execute the

Tax Abatement Agreements with the Company and the Holding Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.



ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, Code of Alabama 1975

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1a. TYPE OF ABATEMENT APPLYING FOR: ☒ Sales & Use Taxes ☒ Property Taxes ☒ Mortgage & Recording Taxes		2. PROJECT NAICS CODE: 1 3 1 1 0 0	
1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? ☒ Yes ☒ No		3. TYPE OF PROJECT: ☒ New Project ☐ Major Addition To An Existing Facility	
4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX) ☒ \$2,000,000 - OR - ☐ 30% of original cost of existing property, original cost \$ _____			
5. PROJECT APPLICANT: BÜÍ Ø±¼.²¹ - ØØÝ		DBA: _____	
6. ADDRESS OF APPLICANT: î ï ð ï Ð ± ° ç ð í ð » » »		CITY: Ñ ° » ' µ ç	STATE: BÖ
7. NAME OF CONTACT PERSON: Ó µ » Ý , « ² ¹		EMAIL ADDRESS: 3 ½ , « ² ¹ à ç » ð ± ½ ± - 7 ç « - ç ð ½ ± ³	TELEPHONE NUMBER: (é î è) í é è ð ð é ð é
8. DATE COMPANY ORGANIZED: Ö « ² » î ð î ð î è			
9. PHYSICAL LOCATION OF PROJECT: è è è Ú ± ¨ î ð ç : ð Ñ ° » ' µ ç ð BÖ í è è ð ï			
CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Ñ ° » ' µ ç		COUNTY: Ö » »	ZIP CODE: í è è ð ï
10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY): B « ± ³ ± ¨ . º » É ç ð , ± « - . ² ¹ ú Ü - - ð . ¾ « ¨ . ± ²			
11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: Ó ç ð ½ , î è ð î ð é		12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: Ó ç ð ½ , î ð î ð î è	
13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: Ó ç ð ½ , î è ð î ð è			
14. HAVE BONDS BEEN ISSUED FOR PROJECT: ☒ No ☐ Yes If yes, date bonds issued: _____		15. WILL BONDS BE ISSUED FOR PROJECT: ☒ No ☐ Yes If yes, projected date of issue: _____	

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY		18a	
ð	ü ð	a. Land (if donated, show market value)	ü ï ð ð ð ð ð ð	XXXXXXXXXXXX
YEAR 1	YEAR 1		18b	
ð	ü ð	b. Existing Building(s) (if any)	ü ð	XXXXXXXXXXXX
YEAR 2	YEAR 2		18c	
ð	ü ð	c. Existing Personal Property (if any)	ü ð	XXXXXXXXXXXX
YEAR 3	YEAR 3		18d	19d
ð	ü ð	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	ü è ð ð ð ð ð ð ð ð	ü í ð ð ð ð ð ð ð ð
This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e	19e
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	ü ð	ü ð
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18f	19f
			ü ð	ü ð
			18g	19g
			ü è ð ï ð ð ð ð ð ð	ü í ð ð ð ð ð ð ð ð

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

NAME (PRINT)

SIGNATURE

TITLE

DATE

Instructions for Preparing Application to Granting Authority for Abatement of Taxes (Form CO: CAA)

Under Chapter 9B of Title 40, *Code of Alabama 1975*

GENERAL INSTRUCTIONS

Chapter 9B, Title 40, *Code of Alabama 1975*, provides for an abatement of all state and local noneducational property taxes, all construction related transaction taxes (sales and use taxes), except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or all mortgage and recording taxes relating to mortgages, deeds, and documents used to issue or secure obligations and convey title into or out of the name of a public authority, county or municipal government.

This form is to be submitted to the granting authority for consideration in granting an abatement of noneducational sales and use taxes, noneducational property taxes, and/or mortgage and recording taxes. **If you have any questions about this form or the abatement of taxes in general, please contact the Alabama Department of Revenue at (334) 242-1175.**

A complete and detailed listing of project costs should be attached to this application in order for the granting authority to make a cost/benefit analysis in accordance with Section 40-9B-6(a).

STATUTORY REQUIREMENTS FOR ABATEMENTS

The following are qualifying business activities under Section 40-9B-3, *Code of Alabama 1975*:

- **Industrial or Research Enterprise** – Any trade or business in the 2007 North American Industrial Classification System (NAICS), promulgated by the Executive Office of the President of the United States, Office of Management and Budget as: Sectors 31 (except National Industry 311811), 32, 33, 55 (if not for the production of electricity), Subsectors 423, 424, 482, 493, 511, 517, 518, 927, Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833) 5121 (other than 51213), 5415, 5417, Industries 22111, 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, 92811, National Industries 115111, 221330, 541614, 561422 (in bound call centers only), 562213, and 611512.
- **Subsector 493, Industry Number 488310, or 488320** when such trade or business is conducted on premises in which the Alabama State Port Authority has an ownership, leasehold, or other possessory interest and such premises are used as part of the operations of the Alabama State Port Authority. These projects require written approval of the Governor, Finance Director, and the Director of the Alabama State Port Authority.
- **Headquarters Facility** – Any trade or business in the 2007 North American Industrial Classification System (NAICS), promulgated by the Executive Office of the President of the United States, Office of Management and Budget as National Industry 551114 at which at least 50 new jobs are located.
- **Data Processing Center** – An establishment, at which at least 20 new jobs are located, engaged in the provision of complete processing and specialized reports from data, the provision of automated data processing and data entry services, the provision of an infrastructure for hosting or data processing services, the provision of specialized hosting activities, the provision of application service provisioning, the provision of general time-share mainframe facilities, or some combination of the foregoing, without regard to whether any other activities are conducted at the establishment.
- **Research & Development Facility** – An establishment engaged in conducting original investigations undertaken on a systematic basis to gain new knowledge and/or applying research findings or other scientific knowledge to create new or significantly improved products or processes.
- **Renewable Energy Facility** – Any plant, property, or facility that either:
 1. Produces electricity or natural gas, in whole or in part, from biofuels as such term is defined in Section 2-2-90(c)(2) or from renewable energy resources as such term is defined in Section 40-18-1(30) with the exception that hydropower production shall be excluded from such definition; or
 2. Produces biofuel as such term is defined in Section 2-2-90(c)(2).
- **Alternative Energy Resources Electricity Production Project** - A project owned by a utility described in Section 37-4-1(7)a, Code of Alabama 1975, or owned by a company which is itself owned by a utility, at which the predominant trade or business activity conducted will be the production of electricity from alternative energy resources (coal gasification or liquefaction, nuclear and/or advanced fossil-based generation), the capital costs of which are not less than \$100,000,000.
- **Hydropower Electricity Production Project** - A project owned by a utility described in Section 37-4-1(7)a, or owned by a company which is itself owned by a utility, at which the predominant trade or business activity conducted will be the production of electricity from hydropower production as defined in Section 40-18-1(16), the capital costs of which are not less than \$5,000,000.
- **Tourist Destination Attractions** – A commercial enterprise which is open to the public not less than 120 days during a calendar year and is designed to attract visitors from inside or outside of the State of Alabama, typically for its inherent cultural value, historical significance, natural or man-made beauty, or entertainment or amusement opportunities. The term shall include, but not be limited to, a cultural or historical site; a botanical garden; a museum; a wildlife park or aquarium open to the public that cares for and displays a collection of animals or fish; an amusement park; a convention hotel and conference center; a water park; or a spectator venue or arena.
- **Any of the 11 targeted business sectors under the Accelerate Alabama Strategic Economic Development Plan** adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, which include Advanced Manufacturing in Aerospace/Defense, Automotive, Agricultural Products/Food Production, Steel/Metal, Forestry Products and Chemicals; Technology in Biosciences, Information Technology, Enabling Technologies; Distribution/Logistics and Corporate Operations.

LINE BY LINE INSTRUCTIONS

Item 1a. Indicate the type(s) of abatement(s) being requested.

Sales and Use Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of certain noneducational sales and use taxes imposed by Chapter 23 of Title 40, *Code of Alabama 1975*. The abatement applies to the tangible personal property and taxable services incorporated into the project, the cost of which may be added to the capital account with respect to the project. However, only the state and local noneducational sales and use taxes may be abated. No sales and use tax abatement shall extend beyond the date the project is placed in service.

Property Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of noneducational property taxes imposed by the state, counties, municipalities and other taxing jurisdictions in Alabama. Only industrial property not previously placed in service in Alabama by the user or a related party may be eligible for an abatement of noneducational property taxes.

Mortgage And Recording Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of all taxes imposed by Chapter 22 of Title 40 of the *Code of Alabama 1975*, relating to mortgages, deeds, and documents used to issue or secure obligations and convey title into or out of the name of a public authority.

Item 1b. Indicate if applicant is requesting abatement of property taxes for a period longer than 10 years. For any property tax abatement that is granted for over 10 years, the noneducational municipal taxes can only be abated by the City Government, noneducational county taxes can only be abated by the County Government, and state taxes can only be abated by the Governor. The governing body of the municipality and county can authorize a public industrial authority to provide by resolution for such consent on its behalf.

Item 2. If the predominant business activity is a headquarters facility, an industrial or research enterprise as defined in *Code of Alabama 1975* Section 40-9B-3(10)(a) or a state docks project as defined in Section 40-9B-3(10)(b), enter the 2007 North American Industrial Classification System (NAICS) code for the project.

Item 3. Indicate if project is a new project or a major addition.

New Project – Any new business in Alabama at which the predominant trade or business activity conducted will constitute an industrial or research enterprise or other qualifying business activity as described above. If new project, skip Item 4.

Major Addition – Pursuant to Section 40-9B-3(11), a major addition is an addition to an existing facility in which the addition equals the lesser of thirty (30) percent of the original cost of the existing land, buildings, and equipment (industrial development property), or \$2,000,000, and at which the predominant trade or business activity conducted in Alabama will constitute an industrial or research enterprise or other qualifying business activity as described above. Capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service in Alabama by the Company are not eligible for abatement under Chapter 9B.

Item 4. Indicate if major addition is in accordance with Section 40-9B-3(11) requirement as denoted above. If major addition does not meet threshold requirement, project is not qualified to receive abatement. Original cost should include the total cost of existing facilities as of the date of application.

Item 5. Enter the name of the private user requesting abatement. If project is doing business under another name, also enter the name of the company under "Doing Business As (DBA)."

Item 6. Enter the address of the private user requesting abatement.

Item 7. Enter the name, email address and telephone number of the person to which all correspondence should be directed regarding the abatement.

Item 8. Enter the date the company was organized.

Item 9. Enter the physical location of the project. Please include a detailed location, including the City, County and Zip Code.

Item 10. Describe the type of business that the project will be engaged in. For projects that do not require a NAICS code, provide a detailed description that will identify the activities as qualifying activities. Attach additional sheets if necessary.

Item 11. Enter the estimated date the construction of the project will begin.

Item 12. Enter the estimated date the construction of the project will be completed. A data processing center project's completion date will be the maximum exemption period allowed pursuant to Section 40-9B-3(12)b.

Item 13. Enter the estimated date the project will be placed in service. If revenue bonds are issued, "placed in service," for property tax purposes, is determined as of the date of the initial issuance of such bonds. Otherwise, with the exception of a data processing center project, "placed in service" for sales and use tax and property tax purposes is determined as the later of 1) the date on which title to the property was acquired by or vested in a county, city, or public authority, or 2) the date on which the property is or becomes owned, for federal income tax purposes, by a private user. A data processing center project's placed in service date will be the maximum exemption period allowed pursuant to Section 40-9B-3(12)b.

Item 14. Indicate if bonds have been issued in financing the project. If bonds have been issued, enter the issuance date.

Item 15. Indicate if bonds will be issued for financing the project. If bonds will be issued, enter the projected issuance date.

Column 16. Enter the estimated number of new employees to be hired at the project. The law requires the number of employees to be employed at the project initially and in each of the succeeding three years.

Column 17. Enter the estimated annual payroll for employees at the project. The law requires the estimated payroll of new employees initially and in each of the succeeding three years.

Column 18.

18a. Enter all costs or value for project land. If land is donated, enter the market value of the land.

18b. Enter all costs or value for existing building(s), if any.

18c. Enter all costs or value for existing personal property to be incorporated into project. Only personal property not previously placed in service in Alabama by the private user or a related party can be included. If a private user is including existing equipment from outside of Alabama, the existing equipment should be entered here at its original cost.

18d. Enter the total cost for new building(s) and/or new additions to existing building(s). Total cost includes building materials, construction costs, engineering costs, etc. Costs associated with renovating or remodeling existing facilities of an operating industrial or research enterprise do not qualify for abatement.

18e. Enter the total cost for new manufacturing equipment to be incorporated into the project. Replacement equipment does not qualify for abate-

ment under Chapter 9B. New equipment that is defined as upgraded equipment may qualify. Upgraded equipment is equipment that replaces existing equipment, and performs not only the same functions, but also an additional function.

18f. Enter the total cost for all other new personal property. Other new personal property may include, but is not limited to, non-manufacturing machinery, office equipment, computers, vehicles, etc. Only personal property that is a depreciable item can be included.

18g. Add 18a through 18f and enter total here. This is the total amount on which the initial property taxes will be based. This total must be the total value of the cost or investment in the project. This total must agree with the total investment amount in the abatement resolution and the total investment amount in the abatement agreement.

Column 19.

19d. Enter the cost of the building materials (subject to sales tax) that become a part of realty for new building(s) and/or new additions to existing building(s). Other building costs (labor, engineering) are not subject to sales tax.

19e. Enter the cost of new manufacturing equipment for the project. For sales tax purposes, manufacturing equipment is taxed at a lower rate. Equipment that is purchased used from another company in an isolated transaction is not subject to sales tax and should not be included.

19f. Enter the cost of all other new personal property.

19g. Add 19d through 19f and enter total here.

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this _____ day of _____, _____, by and between _____ (the Granting Authority), and _____ (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, _____ or business activity _____ meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), **Code of Alabama 1975**, as amended; and

WHEREAS, the Company has announced plans for a (check one):

☐ new project or ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the _____ day of _____, _____; and

WHEREAS the Project will be located in the County of _____ (check only one)

☐ inside the city limits of _____.

☐ inside the police jurisdiction of _____.

☐ outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

- ☐ all state and local noneducational property taxes,
- ☐ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ☐ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

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

WHEREAS, at its meeting held on the _____ day of _____, _____ (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- ☐ all state and local noneducational property taxes;

☐ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

☐ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

☐ owned by the entity applying for the abatement,

☐ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise:

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), **Code of Alabama 1975**, as amended, or a target of the state's economic development efforts pursuant to the Accelerate Alabama Strategic Economic Development Plan adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto,

A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,

A data processing center as defined in Section 40-9B-3(a)(4), **Code of Alabama 1975**,

A research and development facility as defined in Section 40-9B-3(a)(23), **Code of Alabama 1975**,

A renewable energy facility as defined in Section 40-9B-3(a)(22), **Code of Alabama 1975**,

A facility that produces electricity from alternative energy resources or hydropower production as defined in Section 40-9B-3(a)(10)e, **Code of Alabama 1975**, or

A tourism destination attraction as defined in Section 40-9B-3(a)(25), **Code of Alabama 1975**;

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

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

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

- ☐ a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for _____ years,
- ☐ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or
- ☐ (c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

- ☐ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$_____ per year and the maximum period for such abatement shall extend for a period of _____ years, measured as provided in Section 40-9B-3(a)(12) of the Act, as amended from time to time.

- ☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately \$_____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.
- ☐ (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$_____ and such abatement shall not extend beyond the date the Project is placed in service.
- (d) Mortgage and recording taxes are expected to be \$_____.

3. The Company hereby makes the following good faith projections:

- (a) Amount to be invested in the Project: \$_____;
- b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:
Initially _____ Year 1 _____ Year 2 _____ Year 3 _____;
- (c) Annual payroll initially at the Project and in each of the succeeding three years:
Initially \$_____ Year 1 \$_____ Year 2 \$_____ Year 3
\$_____;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

- ☐ all state and local noneducational property taxes,
- ☐ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ☐ all mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

(the Company)

(the Granting Authority)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 045-17

Special Appropriation to the American Cancer Society - Relay for Life.**RESOLUTION NO. _____**

WHEREAS, the entire Opelika City Council fully supports and appreciates the various services and research that is being provided by the American Cancer Society, and

WHEREAS, the local chapter of the American Cancer Society is in need of contributions to assist in funding their annual “Relay for Life” event and continued research to find the cure for cancer, and

WHEREAS, Council President pro-tem Patsy Jones Ward 1, Councilwoman Tiffany Gibson-Pitts 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 annual “Relay for Life” event provided by the local chapter of the American Cancer Society.

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

1. That each Council member wish to make a special appropriation as detailed below to the local chapter of the American Cancer Society to assist with the cost of their annual “Relay for Life” event and continued research for the cure for cancer:

Patricia Jones	Ward 1	From reserve fund.	\$1,000.00
Tiffany Pitts	Ward 2	From current year acct.	\$1,000.00
Dozier Smith T	Ward 3	From current year acct.	\$1,000.00
Eddie Smith	Ward 4	From reserve fund.	\$1,000.00
David Canon	Ward 5	From reserve fund.	\$1,000.00

2. That the Council hereby declares and determines that said expenditures of these public funds will serve a public purpose for the City of Opelika.
3. That the Mayor and the Controller is hereby authorized and directed to move a total of \$5,000.00 from the various accounts/funds as detailed in No. 1 above to the appropriate account(s).

4. 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 local chapter of the American Cancer Society.

ADOPTED and APPROVED this the _____ day of _____, 2017.

C. E. "Eddie" Smith, Jr.

President City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer



2017 Relay for Life of Lee County

13.6.a

Event Sponsor Opportunities

April 28, 2017 • Courthouse Square – Downtown Opelika

Attachment: CM 3-07-17, special appropriation, Relay for Life. (045-17 : Special Appropriation to the American Cancer Society - Relay for Life.)

\$10,000 Presenting Sponsor

- Recognition in all media Kits to Radio and print as the Presenting Sponsor
- Opportunity to Speak at one RFL Meeting
- 4 Stage announcements the night of Relay
- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 15 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

\$1000 Gold Sponsor

- Opportunity to Speak at one RFL Meeting
- 4 Stage announcements the night of Relay
- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 10 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

\$5,000 Survivor Sponsor

- Premier Sponsor of Survivor Dinner
- Recognition in all media Kits to Radio and print
- Opportunity to Speak at one RFL Meeting
- 4 Stage announcements the night of Relay
- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 15 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

\$500 Silver Sponsor

- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 4 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

\$2,500 Diamond Sponsor

- Recognition in all media Kits to Radio and print
- Opportunity to Speak at one RFL Meeting
- 4 Stage announcements the night of Relay
- Recognition on Relay For Life event website
- Opportunity to display 1 banner at Relay event
- Logo placement on participant t-shirts
- 15 Relay for Life T-shirts
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

\$250 Friends of Relay

- Recognition on Relay For Life event website
- Complimentary Relay For Life sign to display at business
- Certificate of recognition awarded at the event

Mail completed form and sponsorship payments to:

American Cancer Society – Lee County • 3054McGehee Road • Montgomery, AL 36111

Relay For Life Team, if any, to be credited for sponsorship: _____

Company: _____ Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____



Check Enclosed **OR**



Please Invoice, indicate desired billing date _____

RESOLUTION NO. 046-17

Agreement with LRCOG - MPO, Transportation Planning Process.

Resolution No. _____

Auburn-Opelika Metropolitan Planning Organization (MPO)**Adopting an Agreement Concerning the Transportation Planning Process for the Auburn-Opelika Urbanized Area**

WHEREAS, the Auburn-Opelika MPO is the organization designated by the Governor of the State of Alabama as responsible, together with the State of Alabama, for implementing all applicable provisions of amended Title 23 USC 134 and 135 (Fixing America's Surface Transportation [FAST] Act, Dec. 2015) and ensuring that each urbanized area in Alabama, as a condition for receiving federal capital, operating, or planning financial assistance, has a continuing, cooperative, and comprehensive (3C) transportation planning process, that results in plans and programs for all transportation modes, and supports metropolitan community development and the operation of an integrated, intermodal transportation system facilitating the efficient and economic movement of people and goods; and

WHEREAS, the Federal Highway Administration and Federal Transit Administration issued regulations on December 4, 2015, concerning the metropolitan transportation planning process.

WHEREAS, it is agreed that the Lee-Russell Council of Governments accepts and has the responsibility for the coordination of the transportation planning process for the Auburn-Opelika Urbanized Area and further has the responsibility to provide local planning coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program through the Auburn-Opelika Metropolitan Planning Organization (AOMPO); now,

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the City does hereby endorse and adopt said agreement concerning the Transportation Planning Process for the Auburn-Opelika Urbanized Area, and the Mayor is hereby authorized and directed to execute the agreement in the name and on behalf of the City.

Adopted this ____ day of _____, 2017.

President City Council, City of Opelika

Date

ATTEST:

Clerk

Date

K-16-1829

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR
THE AUBURN-OPELIKA URBANIZED AREA
BETWEEN
THE COUNTY OF
LEE
AND
THE MUNICIPALITIES OF AUBURN AND OPELIKA
AND THE
LEE-RUSSELL COUNCIL OF GOVERNMENTS
AND
THE STATE OF ALABAMA**

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Auburn-Opelika Urbanized Area between the County of Lee,
hereinafter referred to as COUNTY;
the municipalities of Auburn and Opelika,
hereinafter referred to as CITIES;
the Lee-Russell Council of Governments,
hereinafter referred to as COUNCIL; and
the State of Alabama (acting by and through the Alabama Department of Transportation),
hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, Section 134 of Title 23 of the United States Code and Chapter 53 (c) Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on December 4, 2015, new regulations concerning metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing process for the Auburn-Opelika Urbanized Area, hereinafter referred to as the “3C PROCESS;” and
- (b) FURTHERMORE, it is understood by the parties to this Agreement that an unwillingness to participate in the “3C PROCESS” may result in the Secretary of Transportation refusing to approve Federal Aid funds for surface transportation within the Auburn-Opelika Urbanized Area.
- (c) IT IS agreed and further understood by the parties of this Agreement that by execution of this Agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Auburn-Opelika Urbanized Area:
 - (1) Two elected officials of the City of Auburn to be selected by the Auburn City Council from the Mayor and City Council Membership
 - (2) Two elected officials of the City of Opelika, to be selected by the Opelika City Council from the Mayor and City Council Membership
 - (3) Two elected officials of Lee County to be selected by the County Commission from the Probate Judge and County Commission Membership
 - (4) Southeast Region Engineer, State of Alabama Department of Transportation
 - (5) Transportation Planning Engineer, State of Alabama Department of Transportation (non-voting)
 - (6) Division Administrator, Federal Highway Administration (non-voting)
- (d) IT IS intended that the elected officials of Auburn, Opelika, and Lee County who serve as

the Lee-Russell Council of Governments will also serve as members of the MPO.

- (e) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO as it deems appropriate.
- (f) IT IS agreed that overall direction of the “3C PROCESS” will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
 - (1) Organize and elect a Chairman and Vice-Chairman, and establish its rules of procedure and by-laws;
 - (2) Appoint members to the Technical and Citizens’ Advisory Committees;
 - (3) Take official action on Technical and Citizens’ Advisory Committees’ recommendations and other matters pertaining to furthering the planning process;
 - (4) Set the transportation study area and Federal Aid urban area boundaries;
 - (5) Adopt transportation goals and objectives to guide the Auburn-Opelika Urbanized Area metropolitan planning process;
 - (6) Annually endorse the Unified Planning Work Program (UPWP) which documents the transportation-related planning activities to be performed with planning assistance provided under FTA and FHWA Planning Funds for Fixing America’s Surface Transportation (FAST) Act and other funding sources;

- (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations;
 - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations; and
 - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that a representative of the Technical Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that a representative of the Citizens' Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the COUNCIL accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive

metropolitan planning program.

- (b) IT IS further agreed that the COUNCIL accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104F and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the COUNCIL will have the following duties and responsibilities:
 - (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP;
 - (2) Arrange meetings, set agenda and serve as Secretary for the MPO, Citizens' Advisory Committee and Technical Advisory Committee;
 - (3) Coordinate the development of the documents and material necessary for the MPO endorsements;
 - (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification; and
 - (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec. 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
 - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines; and
 - (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this Agreement that the COUNCIL performs the functions required by the Office of Management and Budget 2, CFR Chapter I, Chapter

II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award).

- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement, and the Board of Directors of the COUNCIL will continually overlap to insure coordination of the “3C PROCESS” and regional plans.
- (c) IT IS agreed that the base data, statistics, and projections developed by the COUNCIL for regional comprehensive planning will be available for determining socio-economic and land use data within the Auburn-Opelika metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the Agreement between the Alabama Department of Transportation and the COUNCIL concerning a Lee County Area Transportation Study, entered into on August 28, 2015, is hereby terminated and made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such notice will be provided by registered mail and the termination date will be determined as that date sixty (60) days from date of delivery.
- (c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not advise the COUNTY, the CITIES, and the COUNCIL by letter within thirty (30) days after assuming office that this Agreement has been discontinued.
- (d) Nothing shall be construed under the terms of this Agreement by the COUNTY, the CITIES, the COUNCIL, or the STATE that will cause any conflict with Section 23-1-63, Code of Alabama 1975 (7/24th Law).

- (e) The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
- For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement; or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
- (f) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITIES shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, their officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from or related to the work performed by the CITIES, or their officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITIES pursuant to the terms of this Agreement; or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible

property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless or unskillful acts of the CITIES, their agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITIES, their agents, servants, representatives or employees, or anyone for whose acts the CITIES may be liable.

- (g) To the fullest extent permitted by law, the COUNCIL shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its officers, officials, agents, servants, employees and/or facilities, in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, caused by or as a result of, but only to the extent caused in whole or in part by alleged or proven deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, or misexpenditure of any source of funding, compensation or reimbursement or by negligent acts or omissions of the COUNCIL, anyone directly or indirectly employed by the COUNCIL or anyone for whose acts the COUNCIL may be liable, regardless of whether such claim, damage, loss or expense is caused part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

- (h) By entering into this Agreement, the COUNTY, the CITIES, the COUNCIL, and the COUNCIL are not agents of the STATE, its officers, employees, agents or assigns. The COUNTY, the CITIES, and the COUNCIL, are independent entities from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (i) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- (j) Notwithstanding any provision of this Agreement to the contrary, the parties agree that any safety data or information protected by 23 U.S.C. §§ 148 (h)(4) and 409 and State law shall be confidential. The parties agree that all crash and traffic data used by the parties for or in transportation improvement plans, highway safety improvement programs and strategic highway safety plans will not be disclosed to third parties without the express written permission of ALDOT. The parties agree that the data shall not be referenced, disclosed, discussed or otherwise made public. The provision of the above data by ALDOT shall not be considered a waiver of 23 U.S.C. §§ 148 (h)(4) and 409 or State precedent. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above referenced request shall not be discussed, disclosed, used, published or released without prior written consent of ALDOT. If the data in any form should be disclosed, released or published in any manner without the

consent of ALDOT or should an attempt be made to use the data in an action for damages against the parties, their officials or employees, then access to the data shall terminate immediately. ALDOT expressly reserves its right under 23 U.S.C. §§ 148 (h)(4) and 409 and State precedent to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

COUNTY OF LEE

Administrator

Chairman

ATTEST:

CITY OF AUBURN

City Manager

Mayor

ATTEST:

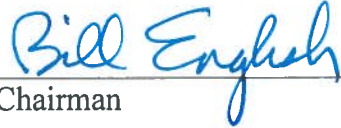
CITY OF OPELIKA

Clerk

Mayor

ATTEST:

LEE-RUSSELL COUNCIL OF
GOVERNMENTS


Chairman

Clerk

ATTEST:

SOUTHEAST REGION

Secretary

Region Engineer

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: Jim Ippolito by J.T.
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Multimodal Transportation Engineer,
Robert J. Jilla

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing agreement is hereby executed in the name of the State of Alabama and
signed by the Governor on this ____ day of _____, 20 ____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

RESOLUTION NO. 047-17

Agreement, Sewer Project, Engineering Services / Sutton Way - P/W

RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES WITH
BARRETT-SIMPSON, INC.

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES
WITH BARRETT-SIMPSON, INC.**

WHEREAS, Barrett-Simpson, Inc., provides civil engineering services to utility systems; and

WHEREAS, the City of Opelika, Alabama (the “City”) has determined that there is a need for professional engineering services for work related to the Sutton Way Sanitary Sewer extension project; and

WHEREAS, the City intends to construct a new sanitary sewer main and residential sewer taps along Sutton Way; and

WHEREAS, the City will require the services of a civil engineering firm to prepare plans for the extension; and

WHEREAS, City staff recommends Barrett-Simpson, Inc. to perform said services; and

WHEREAS, an Agreement for Professional Services (the “Agreement”) has been prepared by Constantine 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 Agreement to be entered into by and between Barrett-Simpson, Inc. and the City, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



BARRETT-SIMPSON, INC.
Civil Engineers & Land Surveyors

Timothy W. Simpson, P.E., P.L.S.
President
George W. Barrett, P.L.S.
Vice President
Eddie A. Eubanks, P.L.S.
Survey Manager
M. Blake Rice, P.E.
Area Manager
Christopher M. Rogers, P.E.
Engineering Manager

December 6, 2016

PROFESSIONAL SERVICES AGREEMENT
SUTTON WAY SANITARY SEWER EXTENSION PROJECT
OPELIKA, ALABAMA
BSI Project No. 16-0461

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

Project Overview

The City of Opelika, Alabama intends to construct a new sanitary sewer main and related house connections along Sutton Way from its intersection with Cunningham Drive to the cul-de-sac end (hereinafter sometimes referred to as the Project). New sanitary sewer mains will be installed in the existing roadway to serve the existing homes along either side of the street. The Project will begin at the existing sanitary sewer manhole located on the East side of Cunningham Street near the intersection with Sutton Way. The Project will be funded entirely with local funds.

General

Engineering services are required to only to prepare plans for the sanitary sewer extension. The City intends to self-perform the preparation of project specifications, bid documents, the bidding process, construction observations and contract administration. All permit fees due government agencies or public utilities germane and necessary for the Project and all bid advertising cost will be paid by The City of Opelika.

Scope of Services

BSI will provide engineering and surveying services for the Sutton Way Sanitary Sewer Extension Project as follows:

1. Prepare a Preliminary Engineer's Estimate of Probable Construction Cost based upon the readily available data and project concept
2. Make the necessary field surveys required for the engineering design of the Project
3. Complete the engineering design of the Project and prepare Construction Documents in the form of Construction Plans. Elements of the Project to be shown on the single set of Construction Plans include, but are not limited to:

The City of Opelika, Alabama
 Sutton Way Sanitary Sewer Extension Project Professional Services Agreement
 BSI Project No, 16-0461
 Page 2 of 7
 December 6, 2016

- a. Sewer construction alignment and grade to include connection to the existing gravity main
 - b. Sewer construction detail for tie-in's to existing residences
 - c. Sewer construction appurtenances details
 - d. Existing utility relocation detail, if required
 - e. Pavement replacement detail
4. A review of the Construction Plans in progress will be made with the City at the approximate 66% stage of completion. Following the 66% stage review no modifications to the basic design will be considered to be outside the scope of this Agreement
 5. Update the Preliminary Engineer's Estimate of Probable Construction Cost upon request
 6. Respond to bidders questions and request for information
 7. Prepare and issue Addenda to the Construction Plans if necessary

All services outlined hereinabove shall be performed by qualified and competent personnel under the direction and supervision of BSI.

NPDES Permitting

Client understands that this project may be subject the Regulations and Authority of the Alabama Department of Environmental Management, and in particular, the National Pollutant Discharge Elimination System (NPDES) permitting system for the control of and discharge of pollutants as set forth in 33 U.S.C. § 1342 and regulations promulgated pursuant thereto, as administered by the ADEM. This proposal includes preparation of the Erosion and Sedimentation Control Plan if required. The Notice of Registration, CBMPP Narrative, monitoring, inspection, reporting and termination of the site/project may be other required elements of the NPDES Permit and are NOT included in the scope of services covered by this proposal.

Deliverables

Items to be delivered to Client for this Project include:

- Engineer's Preliminary Estimate of Probable Construction Cost
- Engineering plans (Construction Plans)

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

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

The City of Opelika, Alabama
 Sutton Way Sanitary Sewer Extension Project Professional Services Agreement
 BSI Project No, 16-0461
 Page 3 of 7
 December 6, 2016

Compensation

Our total fee for the furnishing of the above outlined services will be nine thousand eight hundred seventy five dollars (\$9,875.00) Payment will be expected upon delivery of the Construction Plans

Fees will be invoiced, due and payable as follows:

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

Schedule

We expect to start our services promptly after receipt of an executed copy of this Agreement and authorization to proceed. Submission of plans in progress for the 66% review will occur within five week thereafter. Delivery of the completed Construction Plans will occur within three weeks thereafter.

Insurance

BSI shall maintain the following insurance in at least the minimum amounts specified below throughout the duration of this Agreement:

- A. Workman's Compensation and Employer's Liability as required by Alabama law, \$1,000,000 Policy Limit
- B. Automobile, Bodily Injury and Property Damage Liability covering any auto, all owned autos, hired autos and non-owned autos \$1,000,000 Combined Single Limit (each accident)
- C. Professional Liability, \$1,000,000 per claim, \$2,000,000 aggregate
- D. Commercial General Liability, \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products – completed operations aggregate, \$1,000,000 personal injury

Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger", "operator",

The City of Opelika, Alabama
Sutton Way Sanitary Sewer Extension Project Professional Services Agreement
BSI Project No, 16-0461
Page 4 of 7
December 6, 2016

“generator” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

Opinions of Cost

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

Standard of Care

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

Applicable Requirements

BSI shall, at appropriate times, contact the government authorities required to approve the Project Construction Plans and other entities providing utility services to the Project. In designing the Project, BSI shall respond to applicable design requirements imposed by such government authorities and by such utility entities.

Responsibility for Accuracy of the Construction Plans

BSI shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions or negligent acts without compensation. BSI will not be relieved of responsibility for subsequent correction of such errors or omissions or for clarification of any ambiguity until the construction phase of the Project has been completed.

Use of Electronic Media

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

The City of Opelika, Alabama
 Sutton Way Sanitary Sewer Extension Project Professional Services Agreement
 BSI Project No, 16-0461
 Page 5 of 7
 December 6, 2016

Independent Contractor Status and Sole Responsibility

BSI, in performance of the Agreement, is an independent contractor and not an agent or employee of City. BSI shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise. BSI has and shall retain the right to exercise and retain full control over the employment, direction, compensation and discharge of all persons assisting BSI in the performance of the services rendered under this Agreement. BSI shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters.

BSI has been hired by the City because of BSI's specialized expertise in performing the work described in this Agreement. BSI shall be solely responsible for such work. The City's review, approval and/or adoption of any designs, plans, specifications or other work shall be in reliance of BSI's specialized expertise and shall not relieve BSI of its sole responsibility for the work. The City is under no obligation to review or verify the appropriateness, quantity or accuracy of any designs, plans, specifications or any other work including, but not limited to any methods, procedures, tests, calculations, drawings or other information used or created by BSI in performing any work under this Agreement.

Hold Harmless Provisions

Except for the negligence or willful misconduct of the City, BSI agrees to indemnify and hold harmless the City and any of its boards, elected officials, officers, agents, employees and assigns from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation (including all actual litigation cost incurred by the City, including but not limited to, cost of experts and consultants) damages or liability of any nature whatsoever for any death or injury to any person including BSI's employees or agents, or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the nonprofessional negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by BSI or its subcontractors. All rights and remedies available to the City are cumulative of those provided for elsewhere and those allowed under the laws of the United States, the State of Alabama and the City.

To the fullest extent permitted by law, when the services to be provided under this Agreement are design professional services, BSI shall indemnify, protect and hold harmless the City, its officers and employees from and against all costs, expenses (including attorney's fees), judgments, civil fines and penalties, liabilities and losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its officers and employees that arise out of, pertain to, or relate to the negligence in the performance of professional services by BSI or any officer, employee, agent or subcontractor, excepting only liability resulting from the negligence or willful misconduct of the City.

The City of Opelika, Alabama
Sutton Way Sanitary Sewer Extension Project Professional Services Agreement
BSI Project No, 16-0461
Page 6 of 7
December 6, 2016

Ownership of Documents

All documents, information and materials of any or every type prepared by BSI pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by BSI in performing work under this Agreement, whether completed or in process. BSI shall assume no responsibility for the unintended use by others of any documents, information or materials which are not related to the scope of services described in this Agreement.

Compliance with Immigration Laws

BSI agrees to fully comply with the Immigration Reform and Control Act of 1986, as amended, by the Immigration Act of 1990 and the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, as amended. Under the performance of the Agreement, BSI agrees to participate in the E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. BSI agrees that it will not violate federal immigration law and will not knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama.

Dispute Resolution

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

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

Termination of Contract

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

Upon receipt of termination action pursuant to the above paragraph, BSI shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates,

The City of Opelika, Alabama
 Sutton Way Sanitary Sewer Extension Project Professional Services Agreement
 BSI Project No, 16-0461
 Page 7 of 7
 December 6, 2016

summaries and other such information and materials as may have been accumulated by BSI in performing this Agreement whether completed or in process.

Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Choice of Law

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

Venue

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

Proposal Validity

This Agreement represents the entire understanding between Barrett-Simpson, Inc. and The City of Opelika, Alabama in respect to the Project and may only be modified in writing signed by both parties.

Barrett-Simpson, Inc.

Signed: _____

By: _____
 (name and title)

Date: _____

The City of Opelika, Alabama

Signed: _____

By: _____
 (name and title)

Date: _____

RESOLUTION NO. 048-17

Contract with Mobile Studio, Carter-Jeter Project, Management Services.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CONTRACT FOR SERVICES
WITH JOCELYN ZANZOT AND DANIEL NEIL, D/B/A MOBILE STUDIO

WHEREAS, Jocelyn Zanzot and Daniel Neil are in the business of providing project management services for neighborhood transformation projects; and

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the “City”) desires to contract with Jocelyn Zanzot and Daniel Neil, d/b/a Mobile Studio, to serve as the Casey Foundation Community of Hope Project Manager for the Carver-Jeter Neighborhood Project; and

WHEREAS, a proposed Contract for Services was 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 Contract.

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

1. That the attached Contract for Services to be entered into between the City and Jocelyn Zanzot and Daniel Neil is hereby approved, authorized, ratified and confirmed.

2. That the Mayor is hereby authorized and directed to execute and deliver said Contract in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized 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 _____, 2017.

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

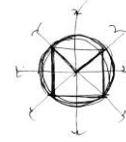
ATTEST:

CITY CLERK

ATTACHMENT “A”

MOBILE STUDIO: COMMUNITY OF HOPE

PROJECT MANAGER, SCOPE OF WORK PROPOSAL
CITY OF OPELIKA, CASEY FOUNDATION 2017



Mobile Studio will serve as the Casey Foundation Community of Hope Project Manager for the Carver Jeter Neighborhoods and the greater City of Opelika. The overall goal of this position is to effectively administer the requisite data collection and analysis as well as the coordination, planning and implementation of Community of Hope neighborhood investment and transformation. As a planning, design + build studio, we bring a unique community-based approach to project management to achieve measurable, meaningful, and sustainable results. Mobile Studio brings years of successful and on-going partnerships with regional municipalities and unincorporated rural communities that have led to state, federal and private sector funding. We will approach Opelika's Community of Hope as an opportunity to connect underserved citizens of Opelika to sustainable regional networks of health, empowerment and prosperity.

Mobile Studio proposes a year-long contract with option to renew in January of 2018. Fees will be scheduled quarterly, paid at the beginning of the quarter, \$5000/quarter for a total of \$20,000 in 2017.

January 10th- April 10th

Mobile Studio Co-Directors, Jocelyn and Daniel Neil will work directly with Phoenix Robinson, Auburn Master of Community Planning Graduate Research Assistant to identify and close gaps in the Healthy Community Assessment data for the project area. We will create a Community of Hope on-line interactive site for all neighborhood and civic partners with a particular emphasis on the needs of single mothers, community health care, housing, job skills development and affordable transportation. Leveraging the unique opportunities presented by Alabama's first Gig City, this on-line tool will use social media and web-based connectivity to align partners, services and clients and specifically advance Community of Hope goals and objectives.

During this first phase, we will also plan for and deliver a healthy outdoor spring neighborhood event in Carver-Jeter strengthening connections between partners. As school breaks tend to increase hardships for families/children on school food assistance programs, we would like to align this first spring program with Opelika City School's Spring break: March 20-24th. Building on the art-line initiative, outdoor programming within Carver-Jeter will serve to strengthen community investment and ownership.

If possible, we would like to set up a Community of Hope workshop/center at the MLK and Magnolia crossroads from which to communicate directly with neighbors and strengthen our role as collaborators in action research and neighborhood transformation.

April 10th- June 10th

During the second quarter we will finalize data collection and analysis and publish findings in a document for the Casey foundation that establishes the current state of the data and creates a roadmap going forward. Data collection will be advanced through direct partnership with community agencies and through a public approach that invites discourse and empowers residents to articulate their issues and identify most desirable and workable strategies going forward. Of particular concern will be the development of a thorough inventory of all childcare, after-school and enrichment programs and facilities in the City and their connectivity via affordable transit.

Strategies of community engagement for this phase include food-based activities about nutrition and health, youth arts programming, neighborhood walks/run, art line activities, and gathering in public. Establishing a small neighborhood Community of Hope Center will be advanced.

Phase two will further advance implementation of first phase projects ideally including a Community Health Clinic and Creative/Business Incubator. Working between Community of Hope Steering Committee goals, the Carver-Jeter Master Plan and key partners at EAMC and in the community, we will work to develop a phased plan for the success of the community health clinic and neighborhood creative business incubator that responds carefully to the identified issues, challenges and desires for the wellbeing of children and at risk single mothers in the project area.

June 10th- Sept 10th

In alignment with Casey Foundation guidelines, Mobile Studio will begin to identify the strongest ways to leverage Community of Hope support to secure additional funding sources such as HUD grants for affordable sustainable housing and other such Federal funding opportunities and additional partnerships with business and industry leaders as well as regional educational programs: Southern Union, Auburn University and Tuskegee University.

The summer will offer time to additionally strengthen partnerships with the other outdoor health and educational programming in the Carver-Jeter Neighborhood; especially the Wright's Grocery mobile market/food truck, O-Grows Farm and Market and continued arts programming and bike shop initiative.

Sept 10th- December 10th

Throughout the Fall and Winter of 2017 Mobile Studio will further refine the Casey Foundation reporting and proposal documentation. We will prepare and present an updated summary of 2017 and robust plan for 2018 Community of Hope Initiatives and accomplishments in a multi-media format to engage and gain support of Opelika and regionally based supporters and donors. At this time, the Carver-Jeter Community and greater City of Opelika will be able to see clearly how the success of the two entities are mutually intertwined. As Carver-Jeter grows strong again in new and uniquely creative ways, so too will the entire community of Opelika be strengthened by this renewed and nationally innovative approach to improving the lives of the most vulnerable children and the opportunities for all of its citizens within the vision and heart of Opelika.

Overall Approach and Process

Throughout the year and the duration of our contract as Project Managers for the Casey Foundation Community of Hope in Opelika, we will work in direct contact and partnership with the Casey Foundation Senior Director for Strategic Consulting, Paul DiLorenzo, the Opelika Community of Hope Steering Committee and Mayor Fuller to transparently communicate project barriers and successes and advance the work as efficiently and effectively as possible.

CONTRACT FOR SERVICES

STATE OF ALABAMA
COUNTY OF LEE

THIS CONTRACT FOR SERVICES (the “Contract”) is made and entered into this the ____ day of _____, 2017 by and between Jocelyn Zanzot and Daniel Neil, d/b/a Mobile Studio (hereinafter called the “Contractor”) located at 554 Berkeley Avenue, Auburn, AL 36380 and **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter called the “City”).

In consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. SCOPE OF SERVICES

The Contractor agrees to serve as the Casey Foundation Community of Hope Project Manager for the Carver-Jeter neighborhood project in Opelika, Alabama. The services to be provided by the Contractor are described in Attachment “A”, a copy of which is attached hereto and incorporated herein by reference.

2. COMPENSATION.

As compensation for services rendered hereunder, the City shall pay to the Contractor the sum of \$20,000, payable in four (4) quarterly installments of \$5,000 each. All invoices for services shall be submitted on a quarterly basis to the City. The City will process and pay said invoices within fifteen (15) days from receipt.

3. COMPLIANCE WITH LAWS.

The Contractor shall adhere to all applicable federal, state and local laws, which may apply to Contractor’s services, including but not limited to, obtaining all business licenses

required by state or local law for the conduct of the business and filing all federal, state and local income tax returns.

4. TERM OF CONTRACT.

This Contract is for a term of one (1) year beginning January 1, 2017 and ending December 31, 2017. The services to be provided by the Contractor shall be performed in phases as described in Attachment "A". At the end of this Contract, the parties may mutually agree to renew and extend this Contract for an additional period of one (1) year.

5. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor. Nothing in this Contract is intended, or should be construed, to create a partnership, agency, joint venture or employment relationship. The Contractor is not authorized to make any representation, contract or commitment on behalf of the City unless specifically requested or authorized in writing to do so by the City. All parties acknowledge that the Contractor is not an employee of the City for state or federal tax purposes, for state unemployment insurance, worker's compensation or other labor law purposes or for any other purpose. The Contractor shall be responsible for providing its own general liability and worker's compensation insurance, if required by law.

6. INDEMNIFICATION.

To the fullest extent provided by law, the Contractor shall defend, hold harmless and indemnify the City and its officers, officials and employees from and against all liabilities regardless of nature or type arising out of or resulting from the Contractor's performance of services under this Contract or any negligent or wrongful act or omission of the Contractor or its employees, agents or subcontractors. Liabilities, subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, fines and judgments, associated

investigation and administrative expenses, defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution. This provision shall survive the termination of the Contract.

7. NON-EXCLUSIVITY.

The City acknowledges that the Contractor may perform services for other clients, persons or companies during the term of this Contract as Contractor sees fit, subject to the terms of this Contract.

8. SEVERABILITY.

If any provision of this Contract is held to be invalid or illegal, such invalidity or illegality does not invalidate the remainder of the Contract. Instead, this Contract is construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties are construed and enforced accordingly.

8. MODIFICATION OR AMENDMENT.

No amendment, change or modification of this Contract is valid unless in writing and signed by both parties.

9. ENTIRE CONTRACT.

This Contract (consisting of pages 1-4, inclusive) constitutes the entire agreement of the parties and supersedes any and all prior written or oral understandings. By signing below, the parties represent that neither is relying on any promise, guarantee or other statement not contained in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate originals this the _____ day of _____, 2017.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

ROBERT G. SHUMAN, CITY CLERK

JOCELYN ZANZOT-CONTRACTOR

DANIEL NEIL--CONTRACTOR

Attachment: CONTRACT FOR SERVICES---NEAL 022017 (048-17 : Contract with Mobile Studios, Carver-Jeter Project Management Services)

ORDINANCE NO. (ID # 2086)

Amend Zoning Ord & Map: 1310 1St Avenue, 19,000 Sf Lot, from M-1 to R-4 - Tabled.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE 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:

From a M-1 District (Industrial District) to a R-4 District (Medium Density Residential District), the parcel of land hereinafter described:

A parcel of land lying in Section 7, Township 19 North, Range 27 East in Opelika, Lee County, Alabama, said parcel being more particularly described as follows: From the intersection of the Northwest line of First Avenue with the Northeast line of 14th Street, run thence North 46°01’35” East along the Northwest line of First Avenue for 102.19 feet to the point of beginning; FROM THIS POINT OF BEGINNING, run thence North 45 degrees West for 188.02 feet to a point on the Southeasterly margin of a twenty foot alley; thence North 44°44’22” East along the Southeasterly margin of said alley for 100.22 feet; thence South 44°55’35” East for 190.02 feet to the Northwest margin of First Avenue; thence along the Northwest margin of said street, South 45°54’59” West for 99.99 feet to the point of beginning. This parcel of land is also known as Lot 1-B of Block 23 of Totten’s Real Estate Map of the City of Opelika, Alabama.

The above-described parcel of land is further described as 1310 First Avenue.

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 _____, 2017.

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

ATTEST:

 CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 105-17-ORD

Amend City Code, Sec 9.5, Food Vendors - Tabled.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE *CODE OF ORDINANCES* OF THE CITY OF
OPELIKA, ALABAMA BY ADDING A NEW CHAPTER 9.5 ENTITLED
“FOOD, FOOD ESTABLISHMENTS AND FOOD VENDORS; BY ADDING ARTICLE I
THEREOF ENTITLED “MOBILE FOOD VEHICLES AND PUSHCARTS”;
ESTABLISHING REGULATIONS FOR MOBILE FOOD VENDORS; DECLARING A
PENALTY; REPEALING ORDINANCES IN CONFLICT, PROVIDING A
SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE**

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

Section 1. **Amendment.** That the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding a new Chapter 9.5 entitled “Food, Food Establishments and Food Vendors to read as follows:

Chapter 9.5 FOOD, FOOD ESTABLISHMENTS AND FOOD VENDORS

ARTICLE I. Mobile Food Vehicles and Pushcarts.

Sec. 9.5-1 Application and Scope of this Article.

The provisions of this article apply to mobile food vehicles and pushcart vendors engaged in the business of cooking, preparing and distributing food or beverage with or without charge upon public and private spaces.

Sec. 9.5-2 Purpose.

The general purpose of these regulations is to promote the health, safety, comfort, convenience, prosperity and general welfare of the citizens of Opelika by requiring that new and existing mobile food vehicles and pushcart vendors provide residents and customers with a level of cleanliness, quality and safety.

It is also the intent of these regulations to establish reasonable guidelines and restrictions for mobile food vehicles and pushcart vendors in relation to established restaurant businesses and encourage the safe and convenient use of the City's public rights-of-way.

Sec. 9.5-3 Findings.

The City of Opelika does hereby find that:

(a) Alabama municipalities are authorized to regulate the use of public streets for public health, safety, welfare and convenience.

(b) No person, firm, association or corporation is authorized or permitted to use the streets, avenues, alleys, public rights-of-way of any municipality for the operation of any private enterprise, without first obtaining the consent of the proper authorities of such municipality. (Ala. Const. Article XII, §220; *Code of Alabama* 1975 §11-49-1(a)).

(c) Mobile food vehicles and pushcart vendors are operating near and affecting the trade of established restaurants that have invested in property and pay taxes in the City of Opelika.

(d) Despite concerns of the potential effects on established restaurants and the interest of citizens in the use of public rights-of-way for safe and convenient travel, mobile food vehicles and pushcarts are a national trend and provide the useful service of convenience and varied dining options in business areas and in areas that lack nutritional dietary options.

(e) The City Council of the City of Opelika finds that it is in the interest of the public health, safety, welfare and convenience to authorize the operation of

mobile food vehicles and pushcart vendors within the City of Opelika, subject to regulations to protect the safe and convenient use of public rights-of-way and to balance the rights and interests of these mobile businesses with those of established restaurant businesses.

Sec. 9.5-4 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Applicant” means any person or business who applies for a license or license renewal under the provisions of this article.

“Business License” means the license required of any business to operate within the City by the license code of the City.

“City” means the City of Opelika, Alabama.

“License” means the business license issued by the City which allows a mobile food vendor to operate within the City of Opelika.

“Licensee” means holder of a business license issued by the Purchasing/Revenue Department.

“Mobile Food Vehicle” means, except for pushcarts, a unit mounted on or pulled by a self-propelled vehicle where food or beverage for individual portion service is prepared, including prepackaged foods; is designed to be readily movable; and from which food or beverages are vended, served or offered for sale.

“Operator” means the individual or business entity that is legally responsible for the operation of the mobile food vehicle or pushcart, such as the owner, the owner’s agent or other person, and possesses a valid permit to operate a mobile food vehicle or pushcart.

“Operating Hours” means the designated time frame mobile food vehicles and/or pushcarts are authorized to operate within the City.

“Owner” means the individual or business entity who owns and operates the mobile food vehicle or pushcart used in business for the purpose of earning income.

“Permit” means written authorization or approval which authorizes the holder to vend food items from a mobile food vehicle or pushcart at authorized locations and times, for a specified period of time. Under the provisions of this *Code* section, a “permit” is not equivalent to a license, and vice-versa.

“Permittee” means the entity, person, company or corporation which has been granted a permit by the Purchasing/Revenue Department to operate one or more mobile food vehicles or pushcarts within the City.

“Pushcart” or **“Cart”** means a non-self-propelled mobile food unit that is lightweight enough, designed and intended to be moved by one person. A pushcart can be used to prepare and serve only:

- (1) Non-potentially hazardous foods such as popcorn, lemonade, soft drinks, hotdogs, pizza;
- (2) Flavored ice, ice cream, yogurt and desserts maintained at required temperatures; or
- (3) Foods pre-wrapped, as necessary, including sandwiches and tacos, and maintained at required temperatures.

“Restaurant” means a brick-and-mortar establishment where meals are generally served and eaten on the premises; prepares and serves food and drink to customers in return for money, either paid before meal, after meal or with a running tab.

“Person” means any natural individual, firm, partnership, association, company or corporation. Whenever the word “person” is used in any section in this article prescribing a penalty or fine as applied to a partnership or association, the word shall include the partners or members thereof; such word as applied to corporations shall include the officers, agents or employees thereof who are responsible for any violation of such section; such words as applied to limited liability companies shall mean the members, agents or employees thereof who are responsible for any violation of such section.

Sec. 9.5-5 Permit and License Required for Yearly Operation.

It shall be unlawful for any person to operate within the City a mobile food vehicle or pushcart without having obtained from the Purchasing/Revenue Manager a mobile vending food permit for that purpose and a business license. The requirement to obtain a business license is independent of the grant of any permit. All mobile food vendors must obtain an annual business license issued by the Purchasing/Revenue Department prior to commencing any food sales in the City. Licenses shall be assigned NAICS Code 72212 and shall be subject to the provisions of Schedule S of Section 8-37, License Classifications.

Sec. 9.5-6 Application for Mobile Food Vending Permit.

(a) **Generally.** An application for a mobile food vending permit shall be made to the Purchasing/Revenue Department. The Purchasing/Revenue Department may promulgate forms for such application, but in the absence of such forms the application shall be in writing and signed by the applicant. The application shall then be forwarded to the Planning Department for review. The application must receive approval from the Purchasing/Revenue Department and Planning Department prior to its final approval and the issuance of a permit. The application may be reviewed by any departments of the City as may be convenient or necessary to determine whether the application is complete or whether the permit should be granted.

(b) **Application contents.** The application shall contain all of the following:

1. The name, mailing address, physical address, telephone number(s) and e-mail address of the applicant or applicants. If an applicant is anything other than a natural person, then all documents related to the creation and maintenance of the

entity such as Articles of Incorporation and similar relevant documents shall be included.

2. Such information to allow the determination to be made whether the applicant does or will meet all permit requirements and whether the grant of the permit will be consistent with public safety and in the best interests of the City and public. The Purchasing/Revenue Department and/or Planning Department may by rule or practice include specific information requests and documentation either to be included on the application form or to be required to be provided by supplementation after application is made.

3. Photographs or other accurate graphic depictions of the mobile food vehicle or pushcart along with its size, dimensions and other description, all as it is to be setup for business, shall be included in the application. If the permit is granted, it shall apply only to the mobile food vehicle or cart so depicted and described.

4. All insurance, release, indemnity and hold harmless documents, certificates and/or assurances to meet requirements of Section 9.5-9.

5. Copies of all applicable certificates from food preparation associations or other business organizations to which the applicant belongs; all permits, licenses and/or other approvals from the Health Department, State, and Lee County.

6. Name and address of the approved food supply source and any affiliated food establishment in the City.

7. The proposed location(s) and times of operation for conducting business.

8. The anticipated volume of food to be stored, prepared and sold.

9. Description of preparation methods and food products offered for sale, including the intended menu, display and distribution containers.

10. The dates, jurisdiction, court and disposition of:

(a) All felony charges related to the applicant or any principal of applicant.

(b) All misdemeanors and violations related directly or indirectly related to food, food preparation, food vending operations and/or business operations related to the applicant or any principal of applicant.

11. Such other additional information required by law, rule or ordinance or that any department of the City reasonably deemed important to assist the City in determining whether the permit should be granted. The applicant shall be provided reasonable time to supplement the application.

Sec. 9.5-7 Permit Fees.

Upon approval of an application for a mobile food vending permit, the annual permit fee shall be \$10.00 for each vehicle or pushcart.

Sec. 9.5-8 Form of Permit.

In addition to naming the vendor, the approved operating locations (sites) and other information deemed appropriate by the Purchasing/Revenue Manager of the Purchasing/Revenue Department, the mobile food vending permit shall contain the following conditions:

(a) Each mobile food vending permit shall expire on December 31st of each year.

(b) The permit shall not be transferable from person to person or from place to place without the approval of the Purchasing/Revenue Manager.

(c) The permit is valid for one (1) vehicle or pushcart only.

Sec. 9.5-9 General Rules and Regulations.

(a) **Compliance with law generally.** Except as otherwise provided in this article, all ordinances, rules and regulations applicable to streets, sidewalks and other places to which the permit is applicable, shall apply to the permittee.

(b) **Location of service.**

(1) No mobile food vehicle and/or food cart shall operate in the Downtown Business District zoned C-1, except as provided in Section 9.5-9(n).

(2) No food cart shall operate in any residential area.

(3) No mobile food vehicle and/or food cart shall operate upon the following streets in the Tiger Town Shopping Center area:

- (i) Frederick Road between Parker Way and Interstate Drive;
- (ii) Gateway Drive between Frederick Road and Capps Landing;
- (iii) Enterprise Drive;
- (iv) Tiger Town Parkway;
- (v) Interstate Drive.

(4) No mobile food vehicle and/or food cart shall operate in those areas prohibited under Sections 9.5-9(o) and (q).

(5) Except as otherwise provided in subsections 1 thru 4 above, licensed mobile food vehicles and/or push carts may operate and conduct business in all other areas of the City of Opelika, subject to the provisions of Section 9.5-9(b)(6).

(6) The mobile food vehicle or cart may be located only at specific locations approved by the Planning Department. Permittee shall have the responsibility to initiate a request to utilize such locations. The Planning Department shall have complete discretion as to which locations to approve considering the needs of traffic, pedestrians, public safety, public works, public convenience, the general use of adjacent private property and any other factor that is proper and lawful for the City to consider in approving or disapproving such locations. The Planning Department shall have continuing authority to approve locations, grant conditional approvals, revoke prior approval of locations, make conditional revocation of approved locations, require adjustments by permittee in setup of locations to accommodate public safety and convenience and to otherwise maintain full lawful control over all public ways of the City. Permittee shall acquire no property interest or privilege of any kind in any location approved by the Planning Department. In the event the permittee disagrees with any determination as to a location approved or disapproved by the City, Permittee may appeal within thirty (30) days to the Opelika City Council which shall hold a public hearing and determine whether the location should be allowed, disallowed or allowed or disallowed with certain conditions.

(c) **Size of unit.** The service unit shall not be of such size as to interfere with the City or public's use of any public ways. Mobile food vehicles must maintain a fifteen (15) foot clearance from fire hydrants, driveway entrances and handicap parking spaces, ramps.

(d) **Business license required.** The requirement to obtain a business license from the City is independent of the grant of any permit. Permittee shall pay and maintain a current and proper business license for all business activity conducted as part of the permit activity and shall comply with all ordinances, rules and regulations applicable to the business license.

(e) **Location near restaurants.** Permittee shall not locate the mobile food vehicle or cart within two hundred (200) feet of the main entrance of any premises upon which is located a licensed restaurant or other seller of prepared food, unless it is the permittee's restaurant, or unless the written consent of the owner or manager of such restaurant is obtained in advance and is available for inspection upon request. If the owner or manager of such restaurant grants such permission to permittee, the consent may contain reasonable conditions such as allowing permittee to locate at a specific distance less than two hundred (200) feet from the

main entrance of the restaurant, to not serve certain types of food, or other reasonable conditions.

(f) **Insurance, release and indemnity.** The permittee shall, for the duration of the permit, maintain liability insurance in the form of a comprehensive general policy. This insurance shall be in sufficient amounts to reasonably assure the permittee's financial responsibility in the event of a claim, with the following minimum limits:

- (1) Three hundred thousand dollars (\$300,000) for bodily injury for each person injured;
- (2) One million dollars (\$1,000,000) for bodily injury for each occurrence;
- (3) One million dollars (\$1,000,000) for property damage for each such occurrence.

Certificates of insurance shall name and endorse as an additional insured the City and all of the City's officers, agents and employees, and shall be filed with the City. The insurance policy or policies herein required shall contain a clause obligating the insurer to give the City, by registered or certified mail, no less than thirty (30) days' written notice before any material change, cancellation, lapse or termination shall take place. Permittee shall also by reason for applying for and receiving a permit, release and hold the City harmless and indemnify the City, its officers, agents and employees, for any damage or claim for injury arising out of or resulting from permittee's operation, and a separate release and indemnity agreement may be required but the effectiveness of permittee's release and obligations shall not depend thereon. Such insurance, hold harmless, release or indemnity provision or requirement shall operate as a waiver or limitation of any defense, limitation or liability, indemnity or insurance coverage otherwise applicable to the City.

(g) **Other permits and licenses.** Permittee shall obtain and keep current and active all required permits, licenses and other approvals and grants of permission from all public agencies that regulate this type of business. Mobile food vehicles and push carts shall be operated from a commissary that is licensed or approved by all public agencies that regulate that type of business. Any suspension, revocation or other negative action related to any permits, licenses and other grant of permission from any public agencies in regard to the operation of this type of

business shall be the basis for revocation of the permit. The permit shall not operate to grant permission to continuing business if any such suspension, revocation or other action would make such continuation unlawful.

(h) **Single unit; replacement units.** Each permit shall apply to only one mobile food vehicle or pushcart, and a separate permit shall be required for each additional mobile food vehicle or pushcart. A damaged or destroyed mobile food vehicle or pushcart may be replaced if and only if approval therefore is obtained from the Purchasing/Revenue Department. Any such replacement unit must be of substantially the same type, size and dimension and with the same general characteristics as the original. Such replacement unit may be disallowed if the original permit would not have allowed the use of the replacement unit.

(i) **Hours of operation.** The hours of operation of any mobile food vehicle or pushcart shall be limited to the hours between 8:00 a.m. and 6:00 p.m. except as provided in this subsection and shall take place at approved locations. The owner of a permit may apply for a permit to extend the hours of operation. The application to extend hours will be reviewed by the Planning Department. The proposed extended hours of operation must be compatible with the existing uses in the neighborhoods where the mobile food vehicle or push cart operates. The extended hours of operation shall not adversely affect or place an undue burden on the neighborhood. An application which is determined by the Planning Department to be inconsistent with the public health, safety and welfare shall be denied. If all requirements are met, the Planning Department will approve the requested extended hours or approve shorter extended hours which are compatible with uses in the neighborhood. Extended hours shall not exempt the permittee from any other requirements of this chapter.

(j) **Trash and refuse.** Permittee shall contain all refuse, trash and litter within the mobile food vehicle or pushcart or a trash can maintained by the permittee, and located adjacent to the mobile food vehicle unit or pushcart in such manner as not to block or otherwise obstruct pedestrian or vehicle traffic. Permittee shall be responsible for properly disposing of such refuse, trash and litter as would any business and shall not place it in any public trash container, or in any private container without proper permission.

(k) **Dining area.** No mobile food vehicles shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches and standup counters.

(l) **Utilities.** Permittee must provide its own utilities and shall not use the City's utilities.

(m) **Obstruction of public ways prohibited.** Permittee shall not operate the mobile food vehicle in a manner as to block or otherwise obstruct any mobile vehicle or pedestrian traffic on any street, sidewalk, public way, fire lane or other public place.

(n) **Downtown business district.** It shall be unlawful to operate a mobile food vehicle or pushcart in the Downtown Business District zoned C-1, except in connection with special events such as parades, concerts, festivals, etc., authorized by City officials. The Revenue Officer may issue permits to mobile food vehicles and push carts in connection with special events subject to such reasonable conditions as the Revenue Officer may impose.

(o) **Schools.** On days when school is in session, it shall be unlawful for any permittee to operate any mobile food vehicle and/or pushcart within five hundred (500) feet of the property line of any public school without first obtaining written consent to operate from the Opelika Board of Education.

(p) **Special events.** No mobile food vehicle and/or pushcart vendor shall operate within five hundred (500) feet of any fair, stadium, carnival, circus, festival, special event, civic event or other like event that is licensed or sanctioned by the City unless the permittee is an authorized participant in such event. The Revenue Officer shall issue permits to the owners of mobile food vehicles and push carts in connection with special events subject to such conditions the Revenue Officer determines are necessary. The Revenue Officer shall approve the hours of operation with respect to the special event.

(q) **City-owned or controlled property.** It shall be unlawful for any permittee to operate a mobile food vehicle and/or pushcart in or within any City owned or controlled property, including public parks, without first obtaining written authorization from the Opelika City Council.

(r) **Unattended mobile food vehicles and push carts.** Mobile food vehicles and push carts shall not be left unattended or stored on a vending site when vending is not taking place or outside of the allowed hours of operation.

(s) **Parking overnight on street prohibited.** No mobile food vehicle and/or push cart shall be parked on a street overnight, or left unattended and unsecured at any time. Any mobile food vehicle and/or push cart which is found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.

(t) **Display name and address of owner.** The mobile food vehicle or pushcart must prominently display the name and address of the owner.

(u) **Obstruction of public ways prohibited.** No mobile food vehicle and/or pushcart shall vend in any congested area where the operation will impede pedestrian or vehicle traffic, including customer queues, accessory units or signage.

(v) **Solicitation of occupants of vehicles prohibited.** No mobile food vehicle and/or pushcarts shall make or solicit any sales to occupants in vehicles or engage in any activities which impede vehicular traffic.

(w) **Operation in unauthorized area prohibited.** No operator of a mobile food vehicle or pushcart shall park, stand or move the mobile food vehicle and/or pushcart and conduct business within areas of the City where the permittee has not been authorized to operate. A mobile food truck operating outside of an approved route, at an unauthorized location or beyond the hours for which the operation has been permitted, shall be deemed operating without a permit in violation of this section and may be subject to enforcement under sections 9.5-10 and 9.5-13.

(x) **Customer service area.** The customer service area for mobile food vendors shall be the side of the vehicle that faces a curb along a sidewalk when parked. No food service shall be provided on the driving lane side of the vehicle. No food shall be prepared, sold or displayed outside of the mobile food vehicle.

(y) **Signage.** Signage is allowed only when placed on the mobile food vehicle and/or pushcart. No separate free-standing signs are permitted.

(z) **Compliance with parking regulations.** Mobile food vehicles when parked on public streets shall be parked in conformance with all applicable parking restrictions, and shall not hinder the lawful parking or operation of other vehicles.

(aa) **Fire safety.** Mobile food vehicles must have the following fire extinguisher on board during operation: minimum Class 2A, 10B and C rated extinguisher. If food preparation involves deep-frying, a Class K fire extinguisher must also be on the mobile food vehicle. Fire extinguishers shall be maintained pursuant to the National Fire Protection Association (NFPA).

(bb) **Non-exclusive permit.** The issuance of a permit does not grant or entitle the holder to the exclusive use of any service route or parking space.

(cc) **Sex offenders prohibited.** No registered sex offender shall operate or vend food from a mobile food vehicle and/or pushcart. Permittee must provide a background check from the Alabama Criminal Justice Information Center (ACJIC).

(dd) **Generator noise.** The decibels on any generator used by mobile food vehicle may not exceed “60 dBA”. The operator must provide the manufacturer’s specs on decibels generated by the particular generator. The Planning Department shall make the final determination if power generator used by mobile food vehicle constitutes a noise violation.

(ee) **Compliance with food service laws.** Permittee shall in all respects comply with all ordinances, laws, statutes, rules and regulations of any kind as they exist or are hereafter adopted or amended, including without limitation, those pertaining to the manufacture, preparation, display and service of foods, confections and beverages and/or pertaining to the operation and licensing of a mobile food service business.

(ff) **Permit non-transferable.** The mobile food vending permit shall not be transferred or assigned, in whole or in part, to another owner or operator unless the consent of the City is first given.

(gg) **Non-exclusive permit; police powers reserved, amendments to regulations.** Any permit granted pursuant to this article shall be non-exclusive. The City may grant any number of such permits as the City deems appropriate. The grant of a permit shall not limit or abridge any power or authority of the City to commence appropriate civil, criminal or other enforcement actions. The City retains full authority in the law to amend the ordinances, rules or regulations that apply to any permit. If a mobile food vehicle is parked on a public street, the vendor shall conform to all applicable parking regulations.

Sec. 9.5-10. Denial, Revocation, Suspension of Permit and/or Business License

An application or approved permit and/or business license may be denied, revoked, suspended or not renewed for any of the following reasons:

- (a) The permittee and/or licensee or any of its principals fail to satisfy any qualification or requirement imposed by this article, or other local, state or federal laws or regulations and pertain to the particular permit or license; and
- (b) The permittee and/or licensee or any of its principals is or has engaged in a business trade or profession without having obtained a valid license, permit or work card when such applicant or principal knew or reasonably should have known that one was required; and
- (c) The permittee and/or licensee or any of its principals has been subject, in any jurisdiction, to disciplinary action of any kind with respect to a license, permit or work card to the extent that such disciplinary action reflects upon the qualification, acceptability or fitness of the applicant or principal to conduct such a business; or
- (d) The permittee and/or licensee or any of its principals has been convicted of any crime that involves any local, state or federal law or regulation arising out of the operation of a similar business; or

(e) The permittee and/or licensee or any of its principals has been convicted of a crime as a result of having perpetrated deceptive practices upon the public within the past ten (10) years; or

(f) The mobile food vehicle or pushcart upon which the business is proposed to be conducted does not satisfy all local, state or federal laws or regulations which relate to the activity that is to be licensed; or

(g) The permittee and/or licensee or any of its principals is in default of any payments owed to the City; or

(h) The application contains material omissions or false, fraudulent or deceptive statements; or

(i) The mobile food vehicle and/or pushcart is operated in such a manner as constituting a public nuisance pursuant to the Opelika City Code or state statutes; or

(j) The proposed operation is in violation of any federal, state or local laws, including, but not limited to, the provisions of this article; or

(k) The licensee, his agents or employees interfere with an inspection of the food establishment by the Health Department; or

(l) There is a violation of any section of this article; or

(m) The Lee County Health Department denies, revokes or suspends the license of the mobile food vehicle or pushcart.

The provisions of this section are not exclusive. This section shall not preclude the enforcement of any other provisions of this article or state and federal laws and regulations. The Lee County Health Department may impose additional requirements to

protect against health hazards related to the operation of a mobile food vehicle or pushcart.

Sec. 9.5-11 Appeal to City Council upon Denial, Revocation or Suspension.

Upon any denial, revocation or suspension of a mobile food permit and/or business license by the Purchasing/Revenue Department, the applicant or permittee and/or licensee may appeal the denial, revocation or suspension to the City Council by filing a written statement of appeal with the City Clerk within ten (10) days following the denial, revocation or suspension and a hearing shall be held thereon by the Council at a regular meeting of the City Council or a continuance thereof. The applicant or permittee, during the appeal, may be represented by counsel.

(a) Prior to revocation, written notice shall be given to the permittee and/or licensee or person in charge. The notice shall set forth:

(1) The grounds upon which the City will seek denial, revocation or suspension of the permit and/or license.

(2) The specific violations of this article or of federal or state law upon which the City will rely in seeking denial, revocation or suspension of the permit and/or license.

(3) That a hearing will be held before the Opelika City Council.

(4) The date, time and place of the hearing; and

(5) That the permittee and/or licensee may appear in person or be represented by counsel and present testimony.

(b) The hearing shall be held in accordance with this section. If the permittee and/or license holder fails to appear at the hearing at the date, time and place specified, the City shall present sufficient evidence to establish a prima facie case

showing that an act or acts have been committed or omitted that constitutes grounds for denial, revocation or suspension of a permit and/or license.

(c) After completion of the hearing, the City Council shall make written findings as to whether or not grounds exist for denial, revocation or suspension of the permit and/or license. If the City Council finds that grounds do exist for denial, revocation or suspension, it shall deny, revoke or suspend the permit and/or license temporarily for up to one hundred eighty (180) days or permanently.

(d) A copy of the written findings shall be sent by certified mail, return receipt requested, to the permittee and/or licensee. If the address of the permittee or licensee is unknown, or if the findings are returned undelivered, the findings shall be served on the person in charge of the mobile food vehicle or by publication if necessary.

(e) If the City Council revokes the permit and/or license, the revocation notice shall be served on the permittee and/or licensee or person in charge with a copy a copy of the findings.

(f) Upon service of written notice that the permit and/or license have been revoked as provided herein, all food operations shall cease immediately.

(g) Whenever a permit and/or license are revoked, the Lee County Health Department shall be notified.

(h) In the event a permit and/or license is revoked, the City shall not liable to the permittee and/or licensee for any refund for any part of the permit and/or license fee.

(i) Reinstatement of a permit and/or license that is revoked shall require application of a permit and license fee as if it were an initial application. No new permit and/or license application shall be considered until the expiration period of the suspension or revocation.

Sec. 9.5-12 Service of Notices.

Any notice provided for in this article may be served by personal delivery, certified mail, return receipt requested or publication if found necessary.

Sec. 9.5-13 Penalties.

Any person found guilty of violating any provisions of this article shall be fined in an amount not less than fifty dollars (\$50.00) and not more than five hundred dollars (\$500.00) and may also be sentenced to imprisonment for a period not exceeding six (6) months, at the discretion of the court trying the case. Such violation shall be deemed a separate offense and shall be punishable as such hereunder.

Section 2. **Repealer Clause.** All former ordinances or parts thereof conflicting with this Ordinance or the sections hereby adopted are repealed to the extent they are in conflict. All remaining portions of said Ordinance shall remain in full force and effect.

Section 3. **Severability Clause.** If any section, subsection, clause, or portion of this ordinance is held to be invalid or unconstitutional by any court of valid jurisdiction, said section shall not effect any other section, subsection, provision, or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 4. **Construction.** If any section, paragraph, sentence or word of this Ordinance or any section hereby adopted are declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this Ordinance independent of the elimination therefrom of such portion that may be declared invalid.

Section 5. **Effective Date.** This ordinance and the section adopted shall become effective and enforced immediately upon its passage and publication as required by law.

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

ADOPTED AND APPROVED this the ____ day of _____, 2017.

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

ATTEST:

 CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

 CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2121)

Change the July 4Th Council Meeting Date to July 5Th. - 1St Reading.**ORDINANCE NO. _____**

WHEREAS, under the authority of Section 2-161 of the Code of Ordinances of the City of Opelika, regular meetings of the City Council are held on the first and third Tuesday of each month; and

WHEREAS, the meetings of the City Council for the month of July 2017 is scheduled to be held on July 4, 2017 and July 18, 2017; and

WHEREAS, the 4th of July is a National Holiday, therefore the Council desires to re-schedule the first regular meeting in July 2017 from July 4, 2017 to July 5, 2017.

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

Section 1. The meeting of July 4, 2017 of the City Council is hereby canceled.

Section 2. The first regular meeting of the City Council for the month of July 2017 shall be held on July 5, 2017 beginning at 7:00 p.m. in the City Council chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama.

Section 3. Except as modified herein, the provisions of Section 2-161 of the Code of Ordinances of the City of Opelika shall continue in full force and effect with regular meetings of the City Council to be held on the first and third Tuesday of each month.

Section 4. That the City Clerk is hereby directed to notify the news media and all other interested parties of the change of date for the first regular meetings of the City Council in July 2017.

ADOPTED AND APPROVED this the _____ day of _____, 2017.

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

ATTEST:

CITY CLERK

TRANSMITTED to the Mayor on this the _____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED by the Mayor on this the _____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2151)

Amend City Code, Sec 19-495, Discharge of Weapons - Indoor Shooting Range

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 19-495
OF THE *CODE OF ORDINANCES OF THE CITY OF OPELIKA*,
ALABAMA PERTAINING TO THE DISCHARGE OF WEAPONS**

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

Section 1. **Amendment to Section 19-495.** That Section 19-495 of the *Code of Ordinances* of the City of Opelika, Alabama, entitled “Discharge of Weapons”, is hereby amended to read as follows:

Sec. 19-495. Discharge of weapons.

(a) Generally. Except as specifically provided herein, it shall be unlawful for any person to shoot, fire or discharge an air rifle, pistol, rifle, shotgun or firearm of any kind or nature, anywhere within the corporate limits of the city.

(b) Exceptions. The provisions of subsection (a) of this section do not apply to the following:

(1) Law enforcement officers. Law enforcement officers engaged in their official duties.

(2) Self-defense. Persons exercising the right of self-defense or defense of others.

(3) Military personnel. Members of the Armed Forces of the United States or the National Guard while such members are engaged in official duties.

(4) Indoor shooting ranges. Indoor shooting ranges (hereinafter referred to as “ranges”) are hereby allowed in the City of Opelika subject to the terms, conditions and regulations set out and specified in this subsection. The term “range” is defined as a room, place or enclosure wherein the firing of firearms is permitted to practice marksmanship.

(a) No range shall be located in a zoning district other than specifically authorized by right or by conditional use permit by the City of Opelika zoning ordinance provided; however, that no range shall be located within three hundred (300) feet of any residential use.

(b) The range facility shall not be located within one thousand (1,000) feet of a school, childcare facility or hospital.

(c) The range shall meet all current laws, regulations, rules and requirements as established by the federal government protection agency, state department of environmental management, the National Rifle Association and the U.S. Department of Labor, and all local, state or federal laws, rules or regulations.

(d) The building must be of soundproof construction whereby the sound from the discharge from any firearm shall not be transmitted or detected from any adjoining property line as certified by a registered professional engineer or architect in the state or a qualified acoustical consultant.

(e) Buildings containing ranges shall have walls, ceilings and floors that are either impenetrable to the bullets of the firearms being used within it, or have internal baffling built so that the bullets cannot hit the walls or ceilings. Provisions shall also be made to stop glancing bullets or particles of bullets at the sides of the target area.

(f) The heating and air conditioning system must meet all current standards of the Federal Environmental Protection Agency, state department of environmental management, OSHA and all other applicable local, state and federal laws, regulations, rules and standards. A registered professional engineer must certify that the systems comply with all applicable laws, regulations, rules and standards.

(g) No person under the age of eighteen (18) years shall be permitted to enter a range unless accompanied by an adult.

(h) It shall be unlawful for any person operating a range to permit any person or persons to bring any alcoholic beverages on the premises of any range, or to permit the consumption of alcoholic beverages on the premises or to permit alcoholic beverages to be left at any place on the premises. It shall also be unlawful for any person operating a range to permit any intoxicated person to be or remain in the premises of a range.

(i) It shall be unlawful for any person operating a range to permit any form of gambling or wagering.

(5) Hunting. The hunting of birds and animals with air rifles, rifles and shotguns shall be permitted in the rural district (R-1 district) only. However, such hunting shall conform to all rules, regulations and restrictions as prescribed in this subsection. The discharge of firearms is strictly prohibited in all zoning districts of the City except the rural district (R-1 district).

(a) Every landowner to whom a permit is issued pursuant to this subsection shall be authorized to allow hunting with a shotgun on undeveloped parcels of land of twenty (20) contiguous acres or more in the rural district (R-1 district). Shotgun ammunition is restricted to number 5 load or smaller. Hunting with a rifle, pistol, air rifle or shotgun using slugs is prohibited. Where shotgun hunting is authorized, it shall be unlawful for any person to discharge a shotgun within three hundred (300) feet of any building or inhabited structure, airport, school, public right-of-way or municipal property. The discharge of firearms across a public road or property line shall be prohibited. Furthermore, shotgun hunting within three hundred (300) feet of an adjacent property line shall be prohibited unless: (i) a hunting permit has been issued to the adjacent property

owner; or (ii) the adjacent property owner gives his consent in writing; or (iii) the adjacent property is outside the city limits.

(b) Every landowner to whom a hunting permit is issued pursuant to this subsection by the City Council shall be authorized to allow still hunting from a tree/elevated stand with a rifle or shotgun on undeveloped parcels of land of forty (40) contiguous acres or more in the rural district (R-1 district). Notwithstanding the foregoing, the tree/elevated stand shall be elevated at least twelve (12) feet above ground and the discharge of any firearm shall be in a descending or downhill direction. In hilly terrain, the hunter shall be responsible to elevate a tree/elevated stand at an appropriate height so that a firearm is discharged in a descending/downhill direction. Hunting from the ground or stalking hunting is prohibited on parcels less than forty (40) contiguous acres.

(c) Every landowner to whom a hunting permit is issued pursuant to this subsection shall be authorized to stalk hunt with a rifle or shotgun, with or without slugs on undeveloped parcels of land of two hundred (200) contiguous acres or more in the rural district (R-1 district). In no event shall a rifle or shotgun using slugs be discharged from a tree/elevated stand or discharged while stalk/ground hunting within eight hundred (800) feet of any building or inhabited structure, airport, school, public right-of-way or municipal property. The discharge of firearms across a public road or property line is prohibited. Hunting with a rifle or shotgun using slugs from a tree stand/stalk hunting shall not be allowed within eight hundred (800) feet of any adjacent property line unless the hunting permit has been issued pursuant to this subsection to the adjacent property owner, (i) the adjacent property owner gives his consent in writing, or (ii) the adjacent property is outside the city limits.

(d) In addition to all other requirements prescribed in this subsection, every landowner to whom a hunting permit is issued pursuant to this subsection, or his authorized agent or attorney-in-fact, shall:

(1) Furnish to each hunter written permission that includes the beginning and expiration dates for hunting activities for the approved year. The written permissions shall be renewed annually to be effective. Hunting shall only be allowed with written

permission by the landowner or his duly authorized agent or attorney-in-fact.

(2) Furnish to each hunter a copy of the regulations contained in this subsection, the written permission and a map of the hunting area to each hunter. All persons engaging in the hunting of game birds and animals within the City shall carry on his or her person copies of these documents, which shall be open to inspection by any police officer.

(e) In addition to all other laws and regulations, the following restrictions shall apply to all hunting activities within the R-1 district in the City:

(1) Every hunter shall comply with all federal, state and municipal hunting rules and regulations.

(2) Every hunter shall carry on his person a written consent from the landowner or his duly authorized agent or attorney-in-fact for seasonal hunting according to those dates set forth in the Division of Wildlife and Fresh Water Resources of the State of Alabama.

(3) Every landowner to whom a hunting permit is issued pursuant to this subsection shall be authorized to allow deer hunting by persons utilizing any primitive weapons as defined by the Division of Wildlife and Fresh Water Resources of the State of Alabama. The use of primitive weapons shall be permitted on undeveloped parcels of land of twenty (20) acres or more in the R-1 zoning district. The hunting of deer with any firearm or dangerous weapon is prohibited except as allowed in this subsection.

(4) It shall be unlawful for any person to release hunting dogs on private or posted land without the written consent of the owner or lessee of such land. This written consent shall be renewed annually to be effective.

(5) Every hunter, if requested to do so by a police officer, shall exhibit the written consent issued by the landowner which shall include the beginning and expiration dates for hunting activities as well as a copy of the rules and regulations prescribed by this subsection.

(6) Skeet shoot. Skeet, trap shooting or archery for recreational or instructional purposes shall be authorized with the written consent of the landowner or his duly authorized agent or attorney-in-fact in the R-1 zoning district on undeveloped parcels of land with twenty (20) contiguous acres or more. The consent of the landowner shall include the beginning and expiration dates for such activities for the approved year. Every landowner and hunter shall comply with all rules, regulations and restrictions prescribed in this subsection.

(7) It shall be unlawful for any person to hunt while under the influence of an “impairing substance”, defined as alcohol and/or any other drug or cycle active substances capable of impairing a person’s physical or mental faculties, or any combination of these substances.

(f) Any landowner desiring a hunting permit shall file with the Planning Department a sworn application, in writing, on a form to be furnished by the City which shall contain the following information:

(1) Name and date of birth, home address, social security number and telephone number of the applicant.

(2) A general description of the property to be used for hunting activities, including the number of acres contained within said parcel of land.

(3) A narrative of all hunting activities which shall be authorized on the premises.

(4) The name and address of each person owning property adjacent to the applicant's property.

(5) A statement by the applicant that he or she will indemnify and hold harmless the City from all losses, costs, expenses, including attorneys' fees, all claims, demands, causes of action arising out of hunting activities on the applicant's property.

(6) A boundary map of the landowner's property showing the relationship of the property to adjacent property shall be attached to the application. The names and addresses of all adjacent property owners shall appear on said map.

(7) Twelve (12) copies of the application form and the requisite application fee shall be submitted to the Planning Director to initiate the processing of the permit.

(g) Persons applying for a hunting permit shall pay a permit fee in the sum of fifty dollars (\$50.00), plus the actual cost of providing notices to the adjacent property owners. All applications shall be submitted at least thirty (30) days prior to the City Council meeting at which the application is to be considered.

(h) Upon the receipt of an application for the hunting permit required by this subsection, the Planning Director shall send by certified mail, a notice to all adjacent property owners affected by the proposed application. The notice to the adjacent property owners shall include the name and address of the applicant, a statement that the applicant desires the issuance of a hunting permit for his or her premises and the date on which the application will be considered by the City Council. A copy of the boundary map shall be attached to the notice.

(i) A public hearing shall be held by the City Council after adjoining property owners have been notified of the public hearing by certified mail. The application shall be denied if the City Council finds that the

application and record fail to establish compliance with the standards of this subsection. Within ten (10) days of the public hearing on the application, unless an extension of time is agreed to by the applicant, the City Council shall either approve or disapprove the application.

(j) The police chief shall be authorized to renew on an annual basis all hunting permits issued by the City Council, provided there have been no violations of the permit during the preceding year. Permits shall be renewed as of September 1. The City shall send a certified letter to each permittee on or before July 15 of each year, notifying the permittee or his authorized agent or attorney-in-fact of the renewal deadline. The permittee may renew the permit without payment of a renewal fee before September 1 of each year. In any permittee renews his or her permit after September 1, the permittee shall pay a twenty-five dollar (\$25.00) late fee to the City. If any permittee shall fail to comply with any of the rules and regulations prescribed by this subsection during the preceding year, his or her application for renewal shall be referred to the City Council for reconsideration and notice shall be given to all adjoining property owners.

(c) Penalties. Any person violating any provision of this section upon conviction shall be punished by a fine of not more than five hundred dollars (\$500.00) and by imprisonment for not more than six (6) months, or by both such fine and imprisonment and also cost of court for each offense. Each day such violation continues shall constitute a separate offense.

Section 2. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the section hereby adopted are repealed.

Section 3. **Severability Clause.** If any section, subsection, clause, or portion of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect any other section, subsection, clause or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 4. **Effective Date.** This ordinance and the section adopted shall become effective and enforced immediately upon its passage and publication as required by law.

Section 5. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2017.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK