



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
October 17, 2017
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

All city council members were present.

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

3. Invocation

Mr. Sheehan gave the invocation.

1. Mr. Rusty Sheehan will provide the invocation.

4. Pledge of Allegiance

McKenna and Dazsha' were both present to lead the Pledge.

1. McKenna Niswender and Dazsha' Copeland from West Forest Intermediate School will lead the pledge.

5. Reading of Minutes

1. Minutes from the 10-03-17 city council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dozier Smith T, Council Member
SECONDER:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller presented several performance awards to employees of the OPS department.

1. Building Permit Report - September 2017.

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the September 2017 Building Inspection report.

2. Recognize the Character Council's 10th Anniversary.

Mayor Fuller presented a proclamation to Tom Tippet and all the members of the Character Council in recognition of their 10th anniversary.

3. Employee Service Awards.

Mayor Fuller recognized and presented service pins to employees from various departments.

8. Citizen Communications

(Limit comments to five minutes or less)

Elizabeth Mueller from the Lee Co. Humane Society thanked Mayor Fuller and the City Council for their continued financial support.

Jeffrey Harte lives in the Estates SD and supports the proposed development and amending the Academy Estates PUD master plan. However, he has major concerns about the construction traffic and asked the City to find a way to create a temporary construction entrance to the 18 acres. The current single entrance already has traffic issues and it will become dangerous with the additional construction traffic. Mr. Harte also gave Mr. Shuman a typed letter from the Estates homeowners association detailing their concerns.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for the 2017 Collinwood Luminaries on 12/14 at 5pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

2. Request for Rehab Works 5k / 1mile run on Sunday 11-05-17.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

3. Public Hearing, Weed Abatement Assessment - 1243 Frederick Rd.

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

4. Public Hearing for Demolition - 18 Easy Street

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

5. Public Hearing for Demolition - 20 Easy Street

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

6. Public Hearing for Demolition - 108 Hamer PL

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

7. Public Hearing for Demolition - 122 Plum Avenue

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

8. Public Hearing for Demolition - 124 Plum Avenue

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

9. Public Hearing for Demolition - 206 Byrd Avenue

President Smith opened the public hearing asking if there was anyone present that would like to speak for against said demolition.

Emily Key stated she is working with the home owner and trying to save this building. She thinks it will go into foreclosure. Ms. Key asked if the City would Table the demolition for a short time.

President Smith explained the process will proceed because of the notices and advertising that has already been done by the City.

President Smith closed the public hearing.

10. Public Hearing for Demolition - 210 Dover Street

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

11. Public Hearing for Demolition - 303 Byrd Avenue

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

12. Public Hearing for Demolition of 3 Accessory Buildings - 1009 Renfro Avenue

President Smith stated these structures had already been demolished by the owner.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

13. Public Hearing, Amend the Academy Estates PUD Master Plan, Academy Drive

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said amendment.

A property owner stated she was not opposed to the development but, was very concerned about the construction traffic and the safety of the children in the neighborhood.

Jimmica Slaughter stated that she agrees with the other comments and the traffic is already bad.

She said there are a lot of kids that play in our community and the construction traffic is going to make it dangerous.

Jeffery Harte asked for all the Estate homeowners to stand so Mayor Fuller and City Council could see how many property owners were present. About 30 +/- citizens stood up.

12. Awarding of Bids

1. Bids 235-17 Three-Phase Pad Mounted Wye-Wye Transformers - OPS.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

2. Bids 236-17 Police Equipment - PD.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

3. Bids 237-17 Jeter Avenue Sidewalk Project - ENG

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

13. Resolutions

1. Resolution Resolution for Demolition - 105 Taylor Avenue - Tabled.

Mr. Gunter stated, the Administration would like for this resolution to remain Tabled.

2. Resolution Resolution for Demolition - 114 N. 19Th Street - Tabled.

Mr. Gunter stated, the Administration would like for this resolution to remain Tabled.

3. Resolution 238-17 Expense reports from various departments.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
4. Resolution 239-17 Designate City Personal Property Surplus & Authorize Disposal
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 240-17 Refund of Overpayment for Business License - American National Insurance Co.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 241-17 Purchase One (1) 2018 Ford F150 Pickup - PW / ESG.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 242-17 Purchase One (1) 2018 Ford F550 Pickup - PW / ESG.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 243-17 Purchase One (1) Kubota Tractor - PW / ESG.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 244-17 Purchase Two (2) Kubota Tractors- PW / ESG.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 245-17 Purchase Two (2) Zero Turn Mowers - PW / ESG.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 246-17 Purchase-Two (2) AT 308 Sniper Rifles-Sole Source - PD.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 247-17 Purchase Ninety (90) Cases of Practice 9MM Ammunition - PD
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 248-17 Purchase-Five (5) Chevy Tahoes - PD.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 249-17 Purchase-Nine (9) Scott Safety AP75 Air Pack Upgrade Kits - FD.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 250-17 Purchase Two (2) 2018 Ford F150 Super Cab Trucks - FD.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 251-17 Purchase ESRI GIS Licensing 3-YR Contract - IT
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 252-17 Weed Abatement Assessment - 1243 Frederick Rd.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 253-17 Resolution for Demolition - 18 Easy Street
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 254-17 Resolution for Demolition - 20 Easy Street
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
20. Resolution 255-17 Resolution for Demolition - 108 Hamer PL

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 256-17 Resolution for Demolition - 122 Plum Avenue
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 257-17 Resolution for Demolition - 124 Plum Avenue
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
23. Resolution 258-17 Resolution for Demolition - 206 Byrd Avenue
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
24. Resolution 259-17 Resolution for Demolition - 210 Dover Street
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
25. Resolution 260-17 Resolution for Demolition - 303 Byrd Avenue
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
26. Resolution Resolution for Demolition of Three Accessory Buildings - 1009 Renfro
These structures have already been demolished by the owner.
RESULT: **REMOVED FROM AGENDA [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
27. Resolution 261-17 Street Name Change Bush Road to Robert M. Harper Drive
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
28. Resolution 262-17 Street Name Change Fox Run Avenue to Car Tech Drive

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
29. Resolution 263-17 Street Name Change Lafayette Parkway to Bulldog Parkway
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
30. Resolution 264-17 Appropriation contract FY2018, Lee Co. Youth Development Center.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
31. Resolution 265-17 Appropriation contract FY2018, East Al. Services for the Elderly.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
32. Resolution 266-17 Appropriation contract FY2018, Twin Cedars Child Advocacy Center.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
33. Resolution 267-17 Appropriation contract FY2018, Valley Haven School.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
34. Resolution 268-17 Appropriation contract FY2018, Council on Human Relations.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
35. Resolution 269-17 Appropriation contract FY2018, J. W. Darden Foundation.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
36. Resolution 270-17 Architectural Services Agreement for new Police HQ facility.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
37. Resolution 271-17 Lawsuit, engagement letter Bradley Arant.

Mr. Gunter asked for the minutes to reflect he has filed with the City Clerk a certificate that states he has reviewed the pending litigation to be discussed with legal counsel during the Executive Session and it complies with Alabama State Code.

At 8:34pm, Mr. Canon made the motion to move into Executive Session to discuss a pending lawsuit. Ms. Jones seconded said motion. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

President Smith advised everyone present that the Executive Session would last about 30 minutes and then the city council would reconvene and finish the rest of the council meeting agenda.

At 9:03pm, Ms. Jones made the motion to reconvene the council meeting and was seconded by Mr. Smith T. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: APPROVED [4 TO 0]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith

ABSTAIN: Dozier Smith T

14. Ordinances

1. Ordinance Amend Academy Estates PUD Master Plan, Academy Drive - 2nd Reading
This ordinance was introduced by Mr. Canon.

RESULT: FIRST READING INTRODUCED

2. Ordinance 126-17-ORD Lease property to AMEA, Solar Power Plant - OPS - First Reading.

This ordinance was introduced by Mr. Smith T.

Then Ms. Jones made the motion to suspend the rules and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

15. Appointments

Mayor Fuller asked that the record reflect that he has appointed Jimmy Wright to the Opelika Housing Authority replacing Bobby Huling.

16. Adjourn

The City Council meeting minutes of October 17, 2017 are hereby adopted and approved this the 7th day of November, 2017.

/s/ Eddie Smith

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The council meeting ended at 9:05pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 2547)**

Meeting: 10/17/17 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2547

Minutes from the 10-03-17 city council meeting.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

October 3, 2017

TIME: 7:00 PM

1. Call to Order

President Smith call the council meeting to order at 7:00 pm and asked Mr. Shuman to call the roll.

2. Roll Call

All city council members were present.

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

3. Invocation

The Reverend Hamlet Barnes provided the invocation.

1. Reverend Hamlet Barnes from the Muster Seed Faith Center Ministries.

4. Pledge of Allegiance

April and Efrain were both present to lead the Pledge of Allegiance.

1. April Vega Sanchez and Efrain Avila from the West Forest Intermediate School.

5. Reading of Minutes

1. Minutes from the 9-19-17 city council meeting.

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

8. Citizen Communications

(Limit comments to five minutes or less)

Mable Jones asked what ordinance allowed the city to bill one person's pass due power bill onto another person's power bill? She stated this is not right and wanted to know how the ordinance can be changed. She said it was shameful for the city to do this and makes no since. I need answers.

President Smith stated the city council was not aware of the details and Administration would investigate her request.

Jesse Ellis stated he has been addressing the resurfacing issue with the city since August 2017. The resurfacing and patching on South Long and Alabama Avenue is unacceptable and is disrespectful to the Ward 1 residents. It was a waste of taxpayer money. The entire streets should have been re-paved.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request from Lee Co. Life Chain, event on 10-22-17.

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

2. Request by Envision Opelika, temporary street closure on 10-28-17.

RESULT: APPROVED [UNANIMOUS]**MOVER:** Tiffany Gibson-Pitts, Council Member**SECONDER:** Dozier Smith T, Council Member**AYES:** Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Notice of Public Hearing Weed Abatement Assessment - 12 E Johnson Ave
-
- President Smith opened this public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

4. Notice of Public Hearing Weed Abatement Assessment - 56 Samford Ave
-
- President Smith opened this public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

5. Notice of Public Hearing Weed Abatement Assessment - 1301 Fitzpatrick Ave
-
- President Smith opened this public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

6. Notice of Public Hearing Weed Abatement Assessment - 1811 Trimble St.
-
- President Smith opened this public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 208-17 One (1) 2018 SUV Equal to Chevy Tahoe - EXEC.

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

13. Resolutions

1. Resolution Resolution for Demolition - 105 Taylor Avenue - Tabled.
-
- This resolution remained Tabled.

2. Resolution Resolution for Demolition - 108 Plum Avenue - Tabled.
-
- Ms. Jones made the motion to remove this resolution from the Table and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]**MOVER:** Patricia Jones, President Pro-Tem**SECONDER:** Dozier Smith T, Council Member**AYES:** Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Resolution Resolution for Demolition - 114 N. 19Th Street - Tabled.
-
- This resolution remained Tabled.

4. Resolution 209-17 Repeal Ordinance no. 118-17-S, public improvement Sutton Way SD.
- Tabled.

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

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

Ms. Jones stated the city council has been discussing and reviewing this issue for several months to be fair to the citizens in the Sutton Way subdivision. We had a public hearing to allow all the property owners to voice their opinion and the majority said they did not want the sewer project. There were seven no, six yes and one neutral. The City did not create this issue and the septic tanks were approved by the Health Department many years ago. Since the majority of the property owners say no, I cannot support voting for the proposed sewer project.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

5. Resolution Confirm Ordinance no. 118-17-S, public improvement Sutton Way SD. -
Tabled.

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

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

6. Resolution 210-17 Expense reports from various departments.

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 211-17 Designate City Personal Property Surplus and Authorize Disposal

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

8. Resolution 212-17 Purchase (624) Toter 96 Gal Ever II Carts - OES.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

9. Resolution 213-17 Purchase One (1) 2018 Ford F-350 Extended Cab & Chassis - OPS.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

10. Resolution 214-17 Purchase One (1) 2018 Kenworth T370 Cab & Chassis - OES.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 215-17 Purchase One (1) Peterbilt Model 520 Chassis with Body - OES.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 216-17 Purchase Two (2) Nissan Frontier King Cabs - INSP & REV.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 217-17 Weed Abatement Assessment - 12 E Johnson Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 218-17 Weed Abatement Assessment - 56 Samford Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 219-17 Weed Abatement Assessment - 1301 Fitzpatrick Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 220-17 Weed Abatement Assessment - 1811 Trimble St.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 221-17 Appropriation contract FY2018, Envision Opelika Foundation.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 222-17 Appropriation contract FY2018, OIDA.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 223-17 Appropriation contract FY2018, Arts Association.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
20. Resolution 224-17 Appropriation contract FY2018, Storybook Farm.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 225-17 Appropriation contract FY2018, Main Street.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 226-17 Appropriation contract FY2018, Boys & Girls Clubs.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
23. Resolution 227-17 Appropriation FY2018 budget adjustment for LRCOG.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
24. Resolution 228-17 Special appropriation to EACB.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
25. Resolution 229-17 Special appropriation to Chamber of Commerce, Lee Co. Young Leaders program.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
26. Resolution 230-17 Special appropriation to Chamber of Commerce, 20 Under 40 program.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
27. Resolution 231-17 Two Change Orders for the Frederick Road Extension Project

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

28. Resolution 232-17 Application to FERC by AMEA.

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

29. Resolution 233-17 Expense reports from various depts.

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

30. Resolution 234-17 Set salaries for Municipal Judges.

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

14. Ordinances

15. Appointments

1. Reappoint Cathy Long to the Library Board. The new term expires 10-19-21.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

2. Reappoint Shirley Carter to the Library Board. The new term expires 10-19-21.

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

3. Reappoint Henrietta Thomas to the Lee Co. Youth Development Board. The new term expires 10-01-21.

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

4. Appoint Brent Poteet to the Board of Adjustments & Appeals. The current term expires 10-01-18.

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

16. Adjourn

The City Council meeting minutes of October 3, 2017 are hereby adopted and approved this the _____ day of _____, 2017.

/s/

President of the City Council
City of Opelika, Alabama

ATTEST:

/s/

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

1. Motion to adjourn

The council meeting ended at 7:46 pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

Attachment: CM 10-17-17, minutes from 10-03-17 CM (2) (2547 : Minutes from the 10-03-17 city council meeting.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 2533)

DOC ID: 2533

Building Permit Report - September 2017.**COMMENTS - Current Meeting:**

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the September 2017 Building Inspection report.



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

Planning Department - Building Inspections Division

Telephone 334-705-5420
Fax 334-705-5159

Monthly Permits For September, 2017

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	5	5
Plumbing Upgrades	3	15
Electrical Upgrades	6	14
Mechanical Upgrades	6	0
Reroofs And Roof Repairs	2	4
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	0

Monthly Totals For September 2008-2017

2008	\$9,667,809.00
2009	\$2,274,539.00
2010	\$15,454,374.00
2011	\$2,746,405.00
2012	\$51,311,016.00
2013	\$3,666,190.00
2014	\$5,525,186.00
2015	\$5,632,291.00
2016	\$4,650,764.00
2017	\$6,360,684.00

Total Permits Issued:

0	New Buildings: Commercial	\$0.00
7	Commercial Renovations And Repairs	\$3,814,794.00
1	Signs	\$57,505.00
9	New Single Family Homes	\$2,272,318.00
13	Residential Repairs And Renovations	\$216,067.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
30	Total Building Permits Issued	\$6,360,684.00

30

Total Permits Issued For September, 2017

\$6,360,684.00

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR


Jeff Kappelman
Chief Building Inspector



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Fiscal 2017 Year End Report

Building Repairs	Commercial	Residential
Buildings Condemned	1	0
Buildings Demolished	1	0
Building Repairs	108	86
Plumbing Upgrades	30	185
Electrical Upgrades	43	150
Mechanical Upgrades	83	120
Reroofs And Roof Repairs	10	60
Mobile Home Services	0	15
Building Additions/Accessory Structures	9	55

Yearly Totals For Oct. 1st - Sept. 30th	
2008	\$127,407,288.00
2009	\$67,359,271.00
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$192,080,600.00
2016	\$127,079,852.00
2017	\$166,673,506.00

Total Permits Issued:

27	New Buildings: Commercial	\$84,559,226.00
131	Commercial Renovations And Repairs	\$20,082,307.00
40	Signs	\$446,902.00
203	New Single Family Homes	\$51,892,610.00
200	Residential Repairs And Renovations	\$4,010,505.00
89	New Apartment Units	\$4,855,484.00
4	New Duplex Residences	\$826,472.00
694	Total Building Permits Issued	\$166,673,506.00

694	Total Issued for FY 2017	\$166,673,506.00
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Jeff Kappelman
JEFF KAPPELMAN
Building Official

Attachment: September 2017 Building Report (2533 : September 2017 Building Report)

City of Opelika Building Inspections Department

Septemer 2017- Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
9/5/2017	2708 TARA CT	Joseph Pike	Accessory Buildings	\$ 2,200.00
9/7/2017	101 N 6TH ST	EXCELL CONSTRUCTION SERVICES LLC	Alteration	\$ 60,204.00
9/7/2017	105 TAYLOR AVE	Alonzo Jones	Alteration	\$ 6,000.00
9/7/2017	402 OVERLOOK DR	LETLOW CO LLC, THE	Alteration	\$ 84,000.00
9/8/2017	2100 INDUSTRIAL BLVD	WEST FRASER INC	Foundation	\$ 1,908,200.00
9/13/2017	2736 LAKEVIEW TER	CLAYTON HOMES #825	New Single Family Detached	\$ 255,375.00
9/13/2017	2716 LAKEVIEW TER	CLAYTON HOMES #825	New Single Family Detached	\$ 226,862.00
9/14/2017	13 N 8TH ST	LETLOW CO LLC, THE	Alteration	\$ 200,000.00
9/14/2017	1501 SANDRAY DR	JOE SIMPKINS BUILDERS	Accessory Buildings	\$ 1,000.00
9/14/2017	3423 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	\$ 270,721.00
9/14/2017	1013 STALEY AVE B	MCP BUILDERS LLC	Alteration	\$ 20,000.00
9/15/2017	3212 QUAIL RUN	Melanie Cadenhead	Alteration	\$ 5,667.00
9/18/2017	1602 NORTHRIDGE DR	MCCRORY CONTRACTING	Roofs	\$ 6,500.00
9/18/2017	800 FOX RUN PKWY	ARCADIS NA	Addition	\$ 1,080,198.00
9/18/2017	1903 HIGHPOINT DR	Stephen Matheny	Accessory Buildings	\$ 2,800.00
9/19/2017	3040 CAPPS WAY	DIVERSIFIED SIGNS & GRAPHICS	Signs	\$ 57,505.00
9/19/2017	800 E TOWNE LAKE CIR	CAM CONTRACTING	Roofs	\$ 9,700.00
9/20/2017	3250 OAK BOWERY RD	BACKYARD EXPERIENCE, THE	Swimming Pool	\$ 65,700.00
9/20/2017	2000 PEPPERELL PKWY	BAILEY HARRIS CONST CO	Alteration	\$ 75,499.00
9/20/2017	1702 HILLTOP CIR	MCCRORY CONTRACTING	Roofs	\$ 6,000.00
9/26/2017	1901 TOWNE LAKE DR	CAM CONTRACTING	Roofs	\$ 5,500.00
9/28/2017	2705 BENT TREE LN	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 244,050.00
9/28/2017	3907 CAHABA ST	Somunk Nambur	Alteration	\$ 1,000.00
9/28/2017	2403 NORTHTOWNE DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 253,173.00
9/28/2017	2709 BENT TREE LN	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 275,801.00
9/28/2017	2409 NORTHTOWNE DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 246,859.00

9/28/2017	2407 NORTHTOWNE DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 245,779.00
9/28/2017	2703 BENT TREE LN	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 253,698.00
9/29/2017	1515 2ND AVE J	URETHANE FOAM ROOFERS INC	Roofs	\$ 24,450.00
9/29/2017	2000 PEPPERELL PKWY	RABREN GENERAL CONTRACTORS INC	Alteration	\$ 460,743.00
9/29/2017	804 COLUMBUS PKWY	URETHANE FOAM ROOFERS INC	Roofs	\$ 5,500.00
				\$ 6,360,684.00



 Jeff Kappelman
 Chief Building Inspector



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 10/17/17 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 2511)

DOC ID: 2511

Request for the 2017 Collinwood Luminaries on 12/14 at 5pm.

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

September 26, 2017

To the Honorable Mayor Gary Fuller and the Opelika City Council:

Re: The 2017 Collinwood Christmas Luminaries

Collinwood residents are making plans for their 50th year of Luminaries scheduled on Thursday, December 14th beginning at 5:00 p.m. We are grateful for the past assistance provided by the City of Opelika and again request your participation in this special Christmas event.

Listed below are the areas requiring the assistance of city workers:

CITY SHOPS

- Deposit sand at 2 designated areas one week prior to December 14th: (Dec 7th)
East Collinwood between 1115 (Jernigan) and 1119 (Elisabeth Griffin)
West Collinwood between 1116 (Stanley Drake) and 1120 (Will Blevins)
- Clean the streets the morning of the Luminaries, Thursday, December 14th.
- Pick-up roadside trash (yard clippings/debris) on Thursday, December 14th.
- Provide and deliver barricades to designated locations (**Special Note below) on the morning of the event.

POLICE DEPARTMENT

- Put up barricades at 5:00 p.m. and direct traffic flow until the route is established.
- Remove barricades around 11:00 p.m.

OPELIKA LIGHT AND POWER

- Turn all Collinwood street lights “off” on the morning of December 14th.
- Turn street lights back “on” anytime after 11:00 p.m. on December 14th.
- Request temporary power on the pole at the Entrance (Loren Sutton) to Collinwood to light the entrance sign.

FIRE DEPARTMENT

- The Opelika Fire Department will be notified of the date and time of the Luminaries.

**** Special Note:**

The Luminaries follow a one-way route beginning on Collinwood Street at the intersection of North Tenth Street and Oakbowery Road. Automobiles are routed left on West Collinwood Circle (requires 3 barricades on Collinwood Street), a right on Collinwood Street (requires 2 barricades on E Collinwood Cir), a left on East Collinwood Circle, ending at the Nativity Scene (requires 2 barricades on E Collinwood Circle), then a right on McLure Avenue (1 barricade to keep any traffic from entering there).

Attachment: CM 10-17-17, Collinwood Luminaries 2017 (2511 : Request for the 2017 Collinwood Luminaries on 12/14 at 5pm.)

If you need additional information, please give me a call. The 58 residents of Collinwood thank you again for your time and efforts in working with us to make this a very special holiday event for our community. Merry Christmas from Collinwood!

Sincerely,

**Shelley Pillow
2017 Chairman
334-655-3639**

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 2524)**

Meeting: 10/17/17 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2524

Request for Rehab Works 5k / 1mile run on Sunday 11-05-17.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

CITY OF OPELIKA

REQUEST TEMPORARY STREET CLOSURE

DATE of Request: 10-9-17

NAME OF INDIVIDUAL: Beth Kisor - Rehab Works - Opelika
 ADDRESS: 2450 Village Professional Dr.
Opelika
ZIP 36801

PHONE # 334-528-1964
 EMAIL Address beth.kisor@eame.org

NAME OF ORGANIZATION: Rehab Works - Opelika
 ADDRESS: 2450 Village Professional Drive
Opelika
ZIP 36801

PHONE # 334-528-1964

REASON FOR REQUEST: safety patrol at intersection of Dunlop & Lynch
and Dunlop & Waverly intersection during 5K race
event.

Information needed:

1. Date of event. Nov 5th, 2017
2. Start and end time. 2-3:30 Race 2:30-3:30
3. Est. number of participants. 50
4. Map of route or detailed route description. See attached
5. Specific location of street barricades if needed. We don't feel barricades are needed; safety officer to assist with traffic.

Note: If event is to be held in downtown Opelika, your request must first be approved by Opelika Main Street and then the City Council.

SIGNED: Beth Kisor
 NAME (printed): Beth Kisor

Email completed form & information to: **R. G. "Bob" Shuman**
City Clerk - Treasurer
rshuman@opelika-al.gov
334-705-5110

Attachment: CM 10-17-17, request for Rehab Works 5k-1mile (2) (2524 : Request for Rehab Works 5k / 1mile run on Sunday 11-05-17.)

RehabWorks 5K Course Route November 5th 2:30-3:30 pm

Race begins and ends at RehabWorks ; 2450 Village Professional Drive ,Opelika

Runners will run around the RehabWorks parking lot and exit right onto Village Professional Drive , left onto Dunlop Drive , crossover Waverly Parkway, left onto Rustic Court , make a u turn at the end Rustic Court , Right onto Dunlop , cross over Waverly Parkway , left onto Lynch Avenue, right onto East Thomason Circle , right onto Priester , left onto Lynch, right onto Dunlop , left onto Village Professional Parkway , right into RehabWorks parking lot .

We plan to have volunteers at every turn on the course . The underlined intersections are the areas we could possibly benefit from a safety patrol officer.

Choose map location

SEARCH

Address or Zip/Postal:

தமிழ்நாடு அரசுத் துறைமுகத்துறை

होहा ?

▼ **Route Details**

Rehabworks5k

Run

Send to Phone **SAVE ROUTE**

Describe this map

Friends

Starts from ...

► **Log as a Workout**

➤ Directions / Notes

[//routes/print/18026657990](#)

Expect 40-50 participants B.

Go MVP (<http://mvp.magnetun.com>) - No Advertisements



4 life!
RehabWorks

A service of East Alabama Medical Center

5K and 1 Mile Fun Run

SUNDAY NOVEMBER 5TH, 2017

- Pre-Registration begins at 1pm
- 1 Mile Fun Run begins at 2pm
- 5k begins at 2:30pm
- All proceeds from the event will benefit RehabWorks clients through the EAMC Foundation RehabWorks Fund
- Help provide minor pieces of adaptive equipment for clients such as tub benches, hand-held shower heads, and grab bars!
- 2450 Village Professional Dr.
Opelika, AL 36801

AWARDS

DRINKS

T-SHIRTS

MUSIC

Contact Beth Kisor at beth.kisor@eamc.org or RehabWorks at (334)-528-1964

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 2506)**

Meeting: 10/17/17 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2506

Public Hearing, Weed Abatement Assessment - 1243 Frederick Rd.

COMMENTS - Current Meeting:

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

To: **Amridge University**
1200 Taylor Rd.
Montgomery AL. 36117

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1243 Frederick Rd., Parcel 43-09-06-24-1-000-011.001**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1243 Frederick Rd., Parcel No. 011.001 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$254.08.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 17th day of October, 2017.

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

Dated this the 4th day of October, 2017.

 Jerry Bush
 Code Compliance Officer

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



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2407)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2407

Public Hearing for Demolition - 18 Easy Street

August 15, 2017

TO:

Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

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

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

Street Address: 18 Easy Street, Opelika, AL 36801

Legal Description: Certain lots in the City of Opelika, Lee County, Alabama, described as lots Numbers Eight (8) and Nine (9) in Block One (1) of the Byrd Lands as shown by "Totten's Official Real Estate Map of Opelika, Alabama 1930", which is of record in Town Plat Book 2, Page 9 in the Office of the Judge of Probate of Lee County, Alabama, said lots fronting 200 feet along the North margin of Plum Street in the City of Opelika and running back Northerly therefrom at right angles and of uniform width a distance of 185 feet; and being situated in the City of Opelika, Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-002-050.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-08-2-002-050.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 20, 2017. Based upon said inspection, the building located on the

Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached.

Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To: **Sirco Inc.**

206 S. 8th Street
 Opelika, AL 36801

Parcel #: 10-03-08-2-002-050.000

Property Address: 18 Easy Street
 Opelika, AL 36801

Date of Notice: August 15, 2017

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

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

Exterior:

- Replace all missing and deteriorated siding, soffit and fascia boards.
- Scrape, prime and paint siding, trim and doors.
- **Stairways:** Rebuild front and side entry stairs with a min width of 36", max rise of 7 ¾", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail 36" min height with balusters spaced such that a sphere 4" in diameter cannot penetrate. The open side of a stairway can have a guardrail

no less than 34" in height and not more than 36". Handrails need to be a graspable type.

- Remove board from side entry door. Replace door as needed.
- Windows: The windows in the bedrooms are too small. They must have min egress of 5.7 sq ft. Windows must be operable and have locking hardware. Install at least one egress window in each bedroom. R310.1.

Electrical: Have a licensed electrical contractor install a new electrical service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

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

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

Dated this the 15th Day of August, 2017.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

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

18 Easy Street



Attachment: Photos of 18 Easy Street (2407 : Public Hearing for Demolition - 18 Easy Street)



Attachment: Photos of 18 Easy Street (2407 : Public Hearing for Demolition - 18 Easy Street)



Attachment: Photos of 18 Easy Street (2407 : Public Hearing for Demolition - 18 Easy Street)



Attachment: Photos of 18 Easy Street (2407 : Public Hearing for Demolition - 18 Easy Street)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2409)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2409

Public Hearing for Demolition - 20 Easy Street

August 15, 2017

TO:

Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

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

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

Street Address: 20 Easy Street, Opelika, AL 36801

Legal Description: Certain lots in the City of Opelika, Lee County, Alabama, described as lots Numbers Eight (8) and Nine (9) in Block One (1) of the Byrd Lands as shown by "Totten's Official Real Estate Map of Opelika, Alabama 1930", which is of record in Town Plat Book 2, Page 9 in the Office of the Judge of Probate of Lee County, Alabama, said lots fronting 200 feet along the North margin of Plum Street in the City of Opelika and running back Northerly therefrom at right angles and of uniform width a distance of 185 feet; and being situated in the City of Opelika, Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-002-050.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-08-2-002-050.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 20, 2017. Based upon said inspection, the building located on the

Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached.

Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To: **Sirco Inc.**

206 S. 8th Street
Opelika, AL 36801

Parcel #: 10-03-08-2-002-050.000

Property Address: 20 Easy Street
Opelika, AL 36801

Date of Notice: August 15, 2017

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

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

Exterior:

- Replace all missing and deteriorated siding, soffit and fascia boards.
- Scrape, prime and paint siding, trim and doors.
- Replace missing back door with exterior rated door.
- Repair/replace interior floors.
- Replace the front and back porch roofs.
- Replace all deteriorated deck boards.

- **Stairways:** Rebuild front and side entry stairs with a min width of 36", max rise of 7 3/4", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail 36" min height with balusters spaced such that a sphere 4" in diameter cannot penetrate. The open side of a stairway can have a guardrail no less than 34" in height and not more than 36". Handrails need to be a graspable type.
- **Windows:** Windows must be operable and have locking hardware. Repair/replace all broken and damaged windows.

Electrical: Have a licensed electrical contractor install a new electrical service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

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

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

Dated this the 15th Day of August, 2017.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

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

20 Easy Street



Attachment: Photos of 20 Easy Street (2409 : Public Hearing for Demolition - 20 Easy Street)



Attachment: Photos of 20 Easy Street (2409 : Public Hearing for Demolition - 20 Easy Street)







Attachment: Photos of 20 Easy Street (2409 : Public Hearing for Demolition - 20 Easy Street)



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2393)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2393

Public Hearing for Demolition - 108 Hamer PL

August 15, 2017

TO:

Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

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

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

Street Address: 108 Hamer Place, Opelika, AL 36801

Legal Description: Lot 5, Jeter Farm Subdivision, in that certain tract or parcel of land known as the Jeter Survey, according to and as shown by map or plat of said survey of record in Town Plat Book 1, at Page 13-B in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-001-059.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-08-2-001-059.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on June 9, 2017. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.

- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- X (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the

building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these

proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

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

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

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

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

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

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To:

**SIRCO Corporation of Alabama
P.O. Box 686
Opelika, AL 36801**

Parcel #: 10-03-08-2-001-059.000
Property Address: 108 Hamer PL
Opelika, AL 36801

Date of Notice: August 15, 2017

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. It would appear that this structure is not cost effective to repair. However, in the event of a repair, the items listed below but not limited to the following would be required:

Exterior:

- **Replace all deteriorated/damaged siding, trim, and fascia boards.**
- **Scrape, prime and paint siding, trim.**
- **Replace roof with new. Replace roof boards and rafters as needed.**
- **Replace all entry doors with new exterior grade doors.**
- **Replace all damaged, broken, and dilapidated windows throughout.**
- **Remove all vegetation on house.**
- **Replace front steps with new to code.**

- Provide handrails and guardrails to code.

Electrical: Have a licensed electrical contractor install a new electric service. Re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One at each entrance.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order. The bathroom and kitchen must be completed and fully functional in order to occupy.

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

Dated this the 15th Day of August, 2017.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

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

108 Hamer PL



Attachment: Photos of 108 Hamer PL (2393 : Public Hearing for Demolition - 108 Hamer PL)







City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2411)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2411

Public Hearing for Demolition - 122 Plum Avenue

August 15, 2017

TO:

Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

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

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

Street Address: 122 Plum Avenue, Opelika, AL 36801

Legal Description: Certain lots in the City of Opelika, Lee County, Alabama, described as lots Numbers Eight (8) and Nine (9) in Block One (1) of the Byrd Lands as shown by "Totten's Official Real Estate Map of Opelika, Alabama 1930", which is of record in Town Plat Book 2, Page 9 in the Office of the Judge of Probate of Lee County, Alabama, said lots fronting 200 feet along the North margin of Plum Street in the City of Opelika and running back Northerly therefrom at right angles and of uniform width a distance of 185 feet; and being situated in the City of Opelika, Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-002-050.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-08-2-002-050.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 20, 2017. Based upon said inspection, the building located on the

Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:

(Check all that apply)

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

- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached.

Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To: **Sirco Inc.**

206 S. 8th Street
Opelika, AL 36801

Parcel #: **10-03-08-2-002-050.000**
Property Address: **122 Plum Avenue**
Opelika, AL 36801

Date of Notice: **August 15, 2017**

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

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

Exterior:

- Replace all missing and deteriorated siding.
- Scrape, prime and paint siding, trim and doors.
- Remove board at rear entrance door. Repair/replace door.
- Replace all deteriorated deck boards.
- **Stairways:** Rebuild front and side entry stairs with a min width of 36", max rise of 7 ¾", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail 36" min height with balusters spaced such that a sphere 4" in

diameter cannot penetrate. The open side of a stairway can have a guardrail no less than 34" in height and not more than 36". Handrails need to be a graspable type.

- Windows: Windows must be operable and have locking hardware. Repair/replace all broken and damaged windows.

Electrical: The electric service appears adequate. However, there needs to be smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back. All electrical work must be done by a licensed electrical contractor. Permit required.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

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

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

Dated this the 15th Day of August, 2017.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

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

122 Plum Avenue



Attachment: Photos of 122 Plum Avenue (2411 : Public Hearing for Demolition - 122 Plum Avenue)



Attachment: Photos of 122 Plum Avenue (2411 : Public Hearing for Demolition - 122 Plum Avenue)



Attachment: Photos of 122 Plum Avenue (2411 : Public Hearing for Demolition - 122 Plum Avenue)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2413)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2413

Public Hearing for Demolition - 124 Plum Avenue

August 15, 2017

TO:

Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

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

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

Street Address: 124 Plum Avenue, Opelika, AL 36801

Legal Description: Certain lots in the City of Opelika, Lee County, Alabama, described as lots Numbers Eight (8) and Nine (9) in Block One (1) of the Byrd Lands as shown by "Totten's Official Real Estate Map of Opelika, Alabama 1930", which is of record in Town Plat Book 2, Page 9 in the Office of the Judge of Probate of Lee County, Alabama, said lots fronting 200 feet along the North margin of Plum Street in the City of Opelika and running back Northerly therefrom at right angles and of uniform width a distance of 185 feet; and being situated in the City of Opelika, Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-002-050.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-08-2-002-050.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 20, 2017. Based upon said inspection, the building located on the

Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached.

Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To: **Sirco Inc.**

206 S. 8th Street
Opelika, AL 36801

Parcel #: **10-03-08-2-002-050.000**
Property Address: **124 Plum Avenue**
Opelika, AL 36801

Date of Notice: **August 15, 2017**

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

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

Exterior:

- Replace all rotted out siding.
- Replace the rotted fascia boards.
- Install a door at crawl space.
- Replace missing exterior door at back side with exterior rated door.
- **Stairways:** Rebuild front and side entry stairs with a min width of 36", max rise of 7 ¾", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail 36" min height with balusters spaced such that a sphere 4" in

diameter cannot penetrate. The open side of a stairway can have a guardrail no less than 34" in height and not more than 36". Handrails need to be a graspable type.

- Windows: Windows must be operable and have locking hardware.
- Repair/replace all broken windows.

Electrical: The electric service has been upgraded. The ground wire has been cut off. There needs to be smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back. All electrical work must be done by a licensed electrical contractor. Permit required.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

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

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

Dated this the 15th Day of August, 2017.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

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

124 Plum Avenue

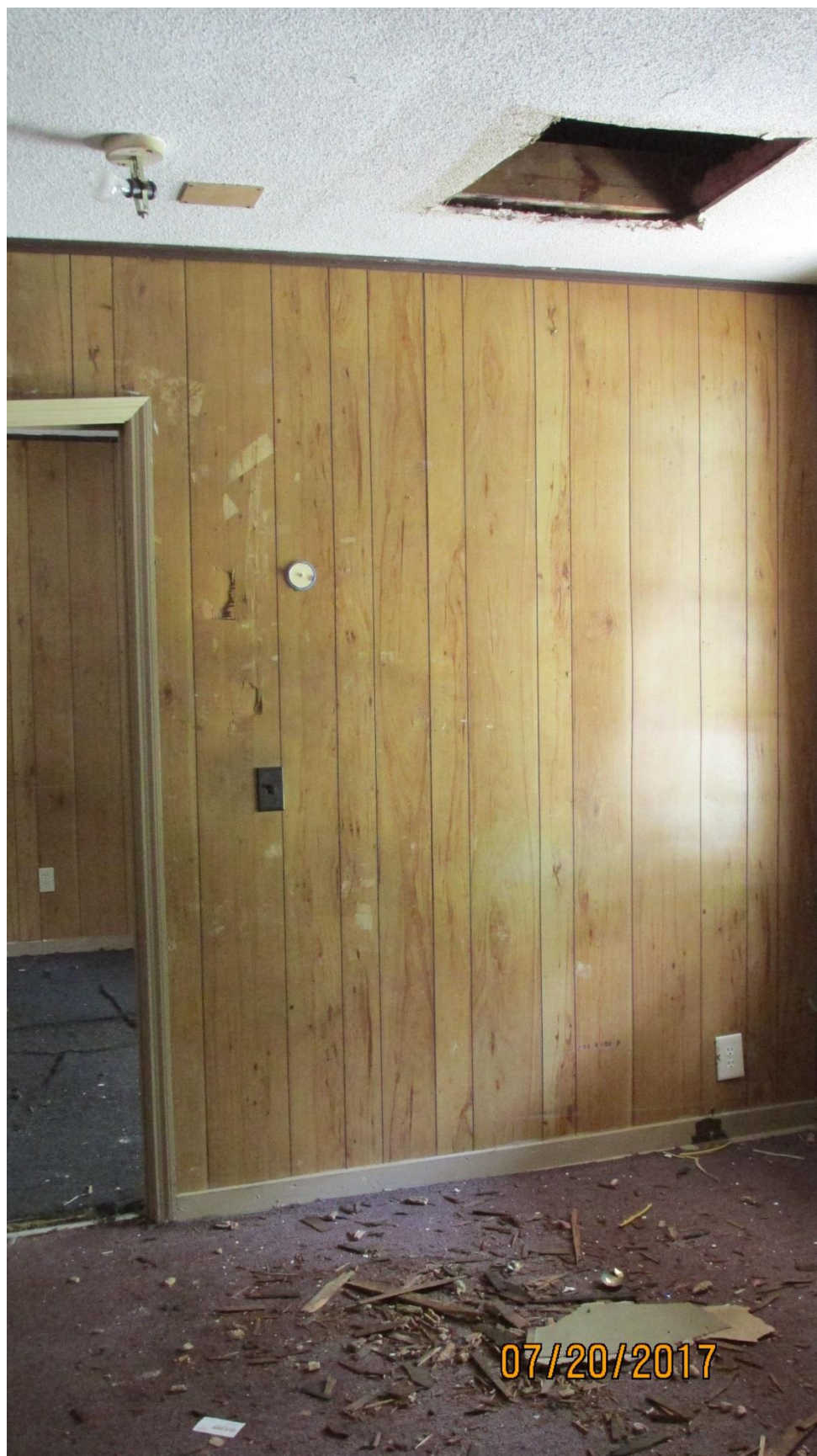
Attachment: Photos of 124 Plum Avenue (2413 : Public Hearing for Demolition - 124 Plum Avenue)



Attachment: Photos of 124 Plum Avenue (2413 : Public Hearing for Demolition - 124 Plum Avenue)



Attachment: Photos of 124 Plum Avenue (2413 : Public Hearing for Demolition - 124 Plum Avenue)



Attachment: Photos of 124 Plum Avenue (2413 : Public Hearing for Demolition - 124 Plum Avenue)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2403)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2403

Public Hearing for Demolition - 206 Byrd Avenue

August 11, 2017

TO:

Benjamin F. Chappell
169 Lee Road 856
Opelika, AL 36804

Sara E. Chappell
169 Lee Road 856
Opelika, AL 36804

Compass Bank
315 South 6th Street
Opelika, AL 36801

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

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Benjamin F. Chappell and Sara E. Chappell are the owners of the real property described in this notice. Compass Bank is the mortgagee of record. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 206 Byrd Avenue, Opelika, AL 36801

Legal Description: Lot 1 of Brannon Street Subdivision as the same appears of record in Town Plat Book 10 at Page 158 in the Office of the Judge of Probate of Lee County, Alabama (being the portion of Lot 1 Block 7 of Totten's Map fronting on Byrd Avenue).

Parcel Identification Number: 43-10-03-07-1-001-061.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 26, 2017. Based upon said inspection, the building located on the

Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit

Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

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

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

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

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

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

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To:

**Benjamin F. Chappell
169 Lee Road 856
Opelika, AL 36804**

**Sara E. Chappell
169 Lee Road 856
Opelika, AL 36804**

**Compass Bank
315 South 6th Street
Opelika, AL 36801**

Parcel #: 10-03-07-1-001-061.000
Property Address: 206 Byrd Avenue
Opelika, AL 36801

Date of Notice: August 11, 2017

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. It would appear that this structure is not cost effective to repair. However, in the event of a repair, the items listed below but not limited to the following would be required:

Exterior:

- **Replace all missing and deteriorated siding, trim, soffit and fascia boards.**
- **Scrape, prime and paint siding, trim.**

- Replace roof with new.
- Replace beam at carport with new.
- Replace dilapidated ceiling at carport with new.
- **Stairways:** Rebuild Rear entry stairs with a min width of 36", max rise of 7 $\frac{3}{4}$ ", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail placed at open sides of stairs 36" min height with balusters

spaced such that a sphere 4" in diameter cannot penetrate. The open side of a stairway can have a guardrail no less than 34" in height and not more than 36".

- Add handrails at front and rear steps and need to be a graspable type.
- Replace all broken windows.
- Demolish dilapidated shed at back.
- Add skirting at back of house.

Interior: The interior is gutted.

- Replace floor system with new wood using proper space and spans of floor joists. Replace all rotted wood.

Electrical: Have a licensed electrical contractor install a new electric service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One at each entrance.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition. Unfinished exterior walls need to insulated to R-13 and attic R-30.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order. The bathroom and kitchen must be completed and fully functional in order to occupy.

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

Dated this the 11th Day of August, 2017.

Sincerely,

**David R. Chapman
Building Inspector****COMMENTS - Current Meeting:**

President Smith opened the public hearing asking if there was anyone present that would like to speak for against said demolition.

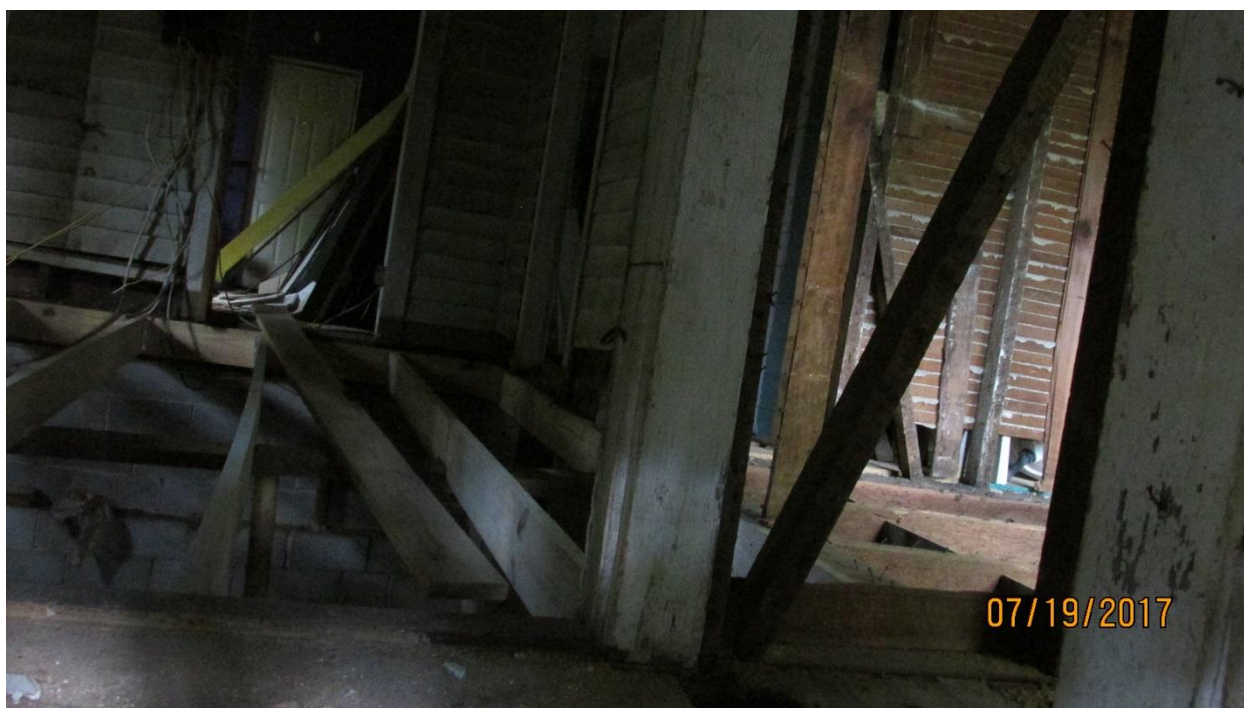
Emily Key stated she is working with the home owner and trying to save this building. She thinks it will go into foreclosure. Ms. Key asked if the City would Table the demolition for a short time. President Smith explained the process will proceed because of the notices and advertising that has already been done by the City.

President Smith closed the public hearing.

206 Byrd Avenue



Attachment: Photos of 206 Byrd Avenue (2403 : Public Hearing for Demolition - 206 Byrd Avenue)



Attachment: Photos of 206 Byrd Avenue (2403 : Public Hearing for Demolition - 206 Byrd Avenue)





City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2405)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2405

Public Hearing for Demolition - 210 Dover Street

August 11, 2017

TO:

Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

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

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

Street Address: 210 Dover Street, Opelika, AL 36801

Legal Description: Begin at the intersection of the North margin of Brannon Street with the West margin of Dover Street, run thence North along the West margin of Dover Street 200 feet to the point of beginning of Lot here described and conveyed; thence run West parallel with Brannon Street 170 feet, thence North parallel with Dover Street 90 feet to Lot of Curry thence East parallel with Brannon Street 70 feet along the line of Curry lot, thence South 10 feet along lot of Corprew parallel with Dover Street, thence East along the line of Corprew lot 100 feet to the West margin of Dover Street, thence South along the West margin of Dover Street, 60 feet to the point of beginning; situated in Block 6 as shown on Totten's Official Real Estate map of the City of Opelika, Alabama, 1930.

Also being further described as Parcel Number 43-10-03-07-1-001-047.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-07-1-001-047.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 19, 2017. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:

(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- X (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.

- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

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

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

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building

Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

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

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

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

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise

dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

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

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To:

**SIRCO Corporation of Alabama
P.O. Box 686
Opelika, AL 36801**

Parcel #: 10-03-07-1-001-047.000

Property Address: 210 Dover Street
Opelika, AL 36801

Date of Notice: August 11, 2017

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika. It would appear that this structure is not cost effective to repair. However, in the event of a repair, the items listed below but not limited to the following would be required:

Exterior:

- Replace all deteriorated/damaged siding, trim, and fascia boards.
- Scrape, prime and paint siding, trim.
- Replace back porch roof with new. Replace roof boards as needed.
- Replace front and rear entry doors with new exterior grade doors.
- Replace all damaged, broken, and dilapidated windows throughout.
- Replace the dilapidated posts at front porch with new posts.
- Remove all debris throughout.

Electrical: Have a licensed electrical contractor install a new electric service. Rewire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One at each entrance.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order. The bathroom and kitchen must be completed and fully functional in order to occupy.

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

Dated this the 11th Day of August, 2017.

Sincerely,

**David R. Chapman
Building Inspector****COMMENTS - Current Meeting:**

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

210 Dover Street



Attachment: Photos of 210 Dover Street (2405 : Public Hearing for Demolition - 210 Dover Street)



Attachment: Photos of 210 Dover Street (2405 : Public Hearing for Demolition - 210 Dover Street)



Front Repaired at Time of Placard



Attachment: Photos of 210 Dover Street (2405 : Public Hearing for Demolition - 210 Dover Street)



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2401)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2401

Public Hearing for Demolition - 303 Byrd Avenue

August 11, 2017

TO:

Sirco, Inc.
PO Box 686
Opelika, AL 36803

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

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

Street Address: 303 Byrd Avenue, Opelika, AL 36801

Legal Description: Commence at the Northeast corner of Section 7, Township 19 North, Range 27 East, in Lee County, Alabama; run thence West for 893.4 feet; run thence South for 1911.2 feet to the Southerly corner of the intersection of Byrd Street and 3rd Street; run thence South 48 degrees 31 minutes West for 71.6 feet along the Southeasterly margin of Byrd Street to the point of beginning of the parcel of land to be herein described; from said point of beginning, run thence South 41 degrees 29 minutes East for 144.5 feet; run thence South 48 degrees 31 minutes West for 66.4 feet; run thence North 41 degrees 29 minutes West for 144.5 feet to the Southeasterly margin of Byrd Street; run thence North 48 degrees 31 minutes East for 66.4 feet along the Southeasterly margin of Byrd Street to the said point of beginning; together with all improvements thereon and all appurtenances thereunto belonging.

Also being further described as Parcel Number 43-10-03-07-1-001-088.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-07-1-001-088.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 19, 2017. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

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

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

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

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the

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

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To: **Sirco Inc.**

206 S. 8th Street
Opelika, AL 36801

Parcel #: **10-03-07-1-001-088.000**
Property Address: **303 Byrd Avenue**
Opelika, AL 36801

Date of Notice: **August 11, 2017**

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

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

Exterior:

- **Repair or replace the front door.**
- **Replace all broken and dilapidated windows. Openable windows shall be easily openable and capable of being held in position by window hardware.**

- **Back porch:** Rebuild porch floor/deck along with 36" min height guardrails with balusters spaced such that a sphere 4" in diameter cannot penetrate, or, permanently seal the door that leads to the porch.
- Repair gable end of house above porch.
- Remove all vegetation from the masonry walls.
- All grass and weeds need to be cut in front, back, and side yard that are 12" or more in height.

Electrical: Have a licensed electrical contractor install a new electrical service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms.

Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back. If the porch deck is rebuilt, then an outlet will be required at the exterior.

Plumbing:

- Replace all waste/vent with new.
- Replace all plumbing fixtures at bathrooms and kitchen with new fixtures.
- Install new kitchen sink/faucet and cabinets.
- Install new water heater, gas or electric.

Interior rooms:

- Clean/correct all unsanitary conditions throughout.
- Replace all damaged walls, ceilings and floors. Install new floor covering throughout.

Note: Due to overgrown grass/weeds and unsafe conditions, not all areas of this building were able to be inspected. Any other issues discovered will need to be repaired or replaced.

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

Dated this the 11th Day of August, 2017.

Sincerely,

**David R. Chapman
Building Inspector****COMMENTS - Current Meeting:**

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

303 Byrd Avenue



Attachment: Photos of 303 Byrd Avenue (2401 : Public Hearing for Demolition - 303 Byrd Avenue)



Attachment: Photos of 303 Byrd Avenue (2401 : Public Hearing for Demolition - 303 Byrd Avenue)



Attachment: Photos of 303 Byrd Avenue (2401 : Public Hearing for Demolition - 303 Byrd Avenue)



Attachment: Photos of 303 Byrd Avenue (2401 : Public Hearing for Demolition - 303 Byrd Avenue)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2399)

Meeting: 10/17/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2399

Public Hearing for Demolition of 3 Accessory Buildings - 1009 Renfro Avenue

August 10, 2017

TO:

TWR as CST for Ebiemiala, LLC
P.O. Box 281
Rye, NY 10580

Opelika Floral Company, Inc.
P.O. Box 909
Opelika, AL 36803

CB&T of Russell County
910 13th Street
Phenix City, AL 36867

CB&T of East Alabama
3120 Frederick Road
Opelika, AL 36801

States Resource Corp.
2211 S. 156th Circle
Omaha, NE 68137

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

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that three (3) accessory buildings located within the City of Opelika, Alabama (the "City") are unsafe to the extent that they are a public nuisance and subject to demolition. The buildings which are the subject of this notice do not include the principal building which served as the showroom of Opelika Floral or the accessory building with a rollup door. This notice refers only to the three (3) dilapidated accessory buildings located on the subject property. According to the real property records of Lee County, Alabama, TWR as CST for Ebiemiala, LLC and Opelika Floral Company, Inc., are the owners of the real property described in this notice. CB&T of Russell County, CB&T of East Alabama and States Resource Corp. are the mortgagees of record as shown from a search of the records of the Office of the Judge of Probate of Lee County,

Alabama. The three (3) accessory buildings are located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 1009 Renfro Avenue, Opelika, AL 36801

Legal Description: Commencing at the Northwest corner of Section 7, Township 19 North, Range 27 East, City of Opelika, Lee County, Alabama; thence run East, 40.1 feet; thence run South, 526.6 feet to a point along the Southerly margin of Renfro Avenue; thence run North 88 degrees 41 minutes West, along the said Southerly margin of Renfro Avenue, 87.3 feet; thence run North 89 degrees 13 minutes West, along the Southerly margin of Renfro Avenue, 118.0 feet to a point which is the point of beginning of the real estate here to be described and conveyed; from said point of beginning, run South 0 degrees 56 minutes West, 137.0 feet; thence run North 89 degrees 09 minutes West, 220.4 feet; thence run North 4 degrees 44 minutes East, 137.7 feet to a point along the said Southerly margin of Renfro Avenue; thence run South 89 degrees 04 minutes East, along the Southerly margin of Renfro Avenue, 211.2 feet to the said point of beginning; all according to and as shown by map or plat of survey dated October 1, 1968 made by David H. Miller, Registered Surveyor No. 6259, which said real estate above described is shown and designated as parcel 4 thereon; together with all improvements thereon and appurtenances thereunto appertaining.

Parcel Identification Number: 43-09-01-12-1-001-024.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on July 27, 2017. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- X (2) Exclusive of foundation, the buildings shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.

- X (4) The buildings have been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The buildings have become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (10) The buildings are so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- X (11) The buildings have parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The buildings, or any portions thereof, are clearly unsafe for their use or occupancy.

- X (13) The buildings are neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the buildings, structures, part of buildings or structures, party wall, or foundation to their danger, have become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the buildings, structures, part of buildings or structures, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The buildings are, because of their condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

The Building Official further finds and determines that the three (3) accessory buildings on the Subject Property are substantially damaged or decayed, or deteriorated from their original value or structure (not including the value of the land). The Building Official further finds and determines that the three (3) dilapidated accessory buildings on the Subject Property cannot be reasonably repaired so that they will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the three (3) accessory buildings on the Subject Property are a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the three accessory buildings on the Subject Property are unsafe to the extent that they are a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the three (3) accessory buildings on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the three (3) accessory buildings on the Subject Property are in such condition as to make them dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the three dilapidated accessory buildings on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the three (3) dilapidated accessory buildings located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the buildings or structures are unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the three (3) accessory buildings or structures are unsafe to the extent that they are a public nuisance. If it is determined by the City Council that the buildings or structures are unsafe to the extent that they are a public nuisance, the City Council shall order the demolition of the buildings or structures at the expense of the City and assess the expenses of the demolition against the land on which the buildings or structures stand or to which they are attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

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

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

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

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

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

DATED this the ____ day of August, 2017.

Sincerely,

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

COMMENTS - Current Meeting:

President Smith stated these structures had already been demolished by the owner.

RESULT:	REMOVED FROM AGENDA [UNANIMOUS]
MOVER:	Patricia Jones, President Pro-Tem
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

1009 Renfro Avenue









City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2416)

Meeting: 10/17/17 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 2416

Public Hearing, Amend the Academy Estates PUD Master Plan, Academy Drive

The public hearing concern an amendment to the 2005 Academy Estates PUD master plan. The amendment allows 52 single family homes constructed instead of 74 condominium units that were approved in the 2005 master plan. The amendment decreases density from four dwelling units per acre to 2.8 dwelling units per acre. At the August 22nd meeting, the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to City Council to approve the amendment to the master plan (See staff report and map attached). Planning is requesting permission to advertise for a CC PH.

COMMENTS - Current Meeting:

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said amendment.

A property owner stated she was not opposed to the development but, was very concerned about the construction traffic and the safety of the children in the neighborhood.

Jimmica Slaughter stated that she agrees with the other comments and the traffic is already bad. She said there are a lot of kids that play in our community and the construction traffic is going to make it dangerous.

Jeffery Harte asked for all the Estate homeowners to stand so Mayor Fuller and City Council could see how many property owners were present. About 30 +/- citizens stood up.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend the Development Plan for Academy Estates PUD. The Development Plan for Academy Estates PUD was approved by the City Council as required by Section 8.18(n) of the Zoning Ordinance of the City. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. _____

ORDINANCE TO AMEND THE DEVELOPMENT PLAN FOR ACADEMY ESTATES PUD

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

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

- (a) Preston Holdings, LLC heretofore submitted to the City a Development Plan for a planned unit development (“PUD”) entitled “Academy Estates PUD” consisting of approximately 99 acres.
- (b) Pursuant to Ordinance No. 116-05, the City Council approved said Development Plan for Academy Estates PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development (“PUD”) for approximately 99 acres located west of Veterans Parkway, east of Lee Scott Academy and north of Pepperell Parkway.
- (c) In November 2014, the City Council approved an amendment to move property types into different locations.

(d) All of the property within Academy Estates PUD has been developed except for approximately 18.59 acres located north of the single-family development on Hampstead Lane.

(e) Kenneth Hood has heretofore submitted to the City a proposed amended Development Plan for the remaining undeveloped 18.59 acres of Academy Estates PUD.

(f) The proposed amended Development Plan provides for fifty-two (52) single-family lots. The current Development Plan as approved by the City Council provides for the construction of seventy-four (74) condominium units which are replaced in the amended Development Plan with single-family units. The proposed density of the undeveloped area in the amended Development Plan is 2.8 housing units per acre. The original Development Plan proposed 4.0 housing units per acre to be developed as condominiums.

(g) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.

(h) The Planning Commission recommended approval of the amended Development Plan for Academy Estates PUD.

(i) It is advisable and in interest of the City and the public interest that the amended Development Plan be approved.

Section 2. Approval of Amended Development Plan. The amended Development Plan as submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

Section 3. Retention of Copies of the Amended Development Plan. Copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 4. Repealer. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 6. Publication. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

WITNESS my hand this the ____ day of _____, 2017.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the September ____, 2017 issue of your paper.

CITY CLERK

City of Opelika

Planning Commission Report

Action Requested: Amendment to Academy Estates PUD Master Plan

Location of Property: Terminus of Hampstead Lane

Property Owner(s): Kenneth Hood
Blake Rice, PE, representative

Current Land Use: Undeveloped

Current Zoning: PUD (planned Unit Development)

Staff Comments:

In May 2005, the Planning Commission sent a positive recommendation to City Council to approve the Academy Estates PUD development. On July 19, 2005 City Council approved the Estates PUD and master plan. The 95 acre mixed residential master plan included townhomes, patio homes (single family homes), condominiums and apartments. In November 2014, the master plan was amended again to move property types into different locations. The current master plan designates the only remaining undeveloped area as condominiums. This 18.59 acres located north of the single-family development on Hampstead Lane is approved for 74 units.

The current developer proposes to reallocate the subject property as single family units. In doing so, they are reducing the overall unit count from 74 condo units to 52 single family units. The narrative for the proposed master plan update states that the proposed lots will be similar in size as the existing Estates lots and homes. The proposed lots are slightly narrower than most of the existing lots moving from a 65-70-foot-wide lot in developed areas to a 60 foot wide lot. The applicant is also asking for the six (6) foot side setbacks on each side to compensate. The current side setbacks for the remainder of the Estates is six (6) foot minimum with both sides totaling 15 feet. It should be noted, that these lots are slightly deeper than most of the developed lots in the Estates.

The applicant states an interest in joining the existing home owner's associations and having the new homes reviewed by the architectural review committee to ensure that the new homes would be comparable to the existing neighborhood. This is a private decision between the developer and existing neighborhood.

Staff should also note that a stub street was added to the northern property to allow additional access a potential connection should the property to the north develop in a similar pattern. This may eventually allow secondary access to Veterans Parkway or Birmingham Highway.

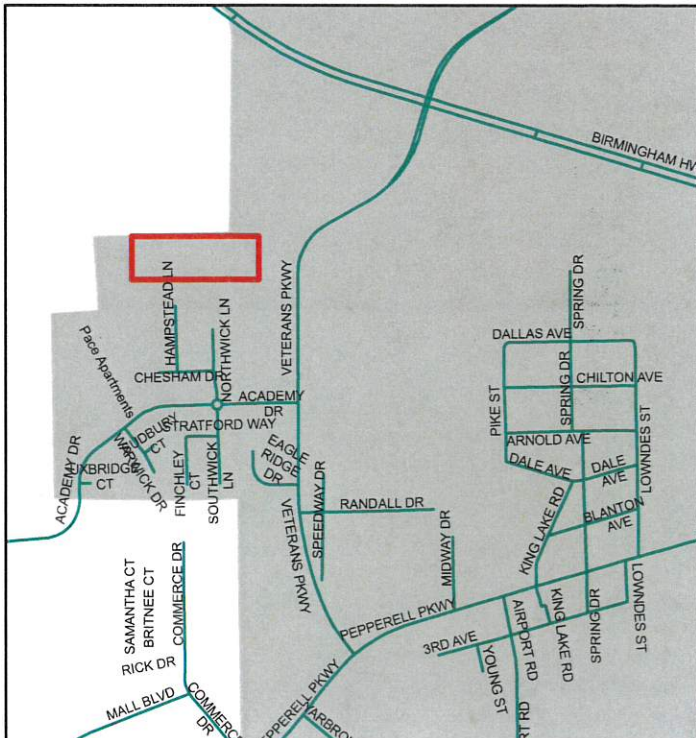
Staff recommendation

Staff recommends a positive recommendation be sent to City Council to approve the revisions to the 2014 master plan.

At the August 22nd meeting, the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to the City Council to amend the Academy Estates Master Plan as stated in the above report.

This is a request to advertise for a City Council public hearing for amendments to the master plan.

AMENDMENTS TO THE ACADEMY ESTATES PUD MASTER PLAN PROPERTY ACCESSED FROM HAMPSTEAD LANE MASTER PLAN REVISIONS



The applicant is requesting amendments to the master plan from 74 condominium units to 53 single family units. The 18 acres property is located in a PUD zoning district.



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 235-17

Meeting: 10/17/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2514

Three-Phase Pad Mounted Wye-Wye Transformers - OPS.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Three-Phase Pad Mounted Wye-Wye Transformers for Opelika Power Services; and

WHEREAS, Gresco/Capstone Utility Supply submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Gresco/Capstone Utility Supply on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Gresco/Capstone Utility Supply on an as needed basis.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #17036 – We are asking the council to approve a contract for Three-Phase Pad Mounted Wye-Wye Transformers

FACTS:

- Bid opening date – 10/2/17
- User Department – Power Services
- The bid was mailed to 28 vendors
- 4 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Gresco/Capstone Utility Supply on their low bid meeting specifications on an as needed basis.**

Packet Pg. 139

Packet Pg. 140

Packet Pg. 141



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 236-17

Meeting: 10/17/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2515

Police Equipment - PD.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Police Equipment for the Police Department; and

WHEREAS, Galls, LLC submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Galls, LLC on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Galls, LLC on an as needed basis.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #17038 – We are asking the council to approve a contract for Police Equipment

FACTS:

- Bid opening date – 10/2/17
- User Department – Police
- The bid was mailed to 19 vendors
- 6 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Galls, LLC on their low bid meeting specifications on an as needed basis.**

6 BIDS RECEIVED

Attachment: 10-17-17 - POLICE EQUIPMENT 17038 - BID PKT (236-17 : Police Equipment-PD)



City Council

204 South 7th Street
Opelika, AL

ADOPTED

BIDS 237-17

Meeting: 10/17/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2538

Jeter Avenue Sidewalk Project - ENG

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for the Jeter Avenue Sidewalk Project for the Engineering Department; and

WHEREAS, Robinson Paving Co. submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Robinson Paving Co. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Robinson Paving Co. in the amount of \$130,035.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman

City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #17039 – We are asking the council to approve a contract for the Jeter Avenue Sidewalk Project

FACTS:

- Bid opening date – 10/11/17
- User Department – Engineering
- The bid was mailed to 10 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Robinson Paving Co. on their low bid meeting specifications in the amount of \$130,035.00.**

JETER AVENUE SIDEWALK PROJECT

PAY ITEM	DESCRIPTION	UNIT	Estimated Cost	Engineering Sidewalk Estimate	
			UNIT COST	QTY	EXTENSION
201A-002	CLEARING AND GRUBBING (approximately 0.25 Acres, including identified trees and shrubs)	LUMP SUM	\$ 5,000.00	1	\$ 5,000.00
206C-000	REMOVING CONCRETE WALKWAY	SQ YD	\$ 30.00	50	\$ 1,500.00
206C-010	REMOVING CONCRETE DRIVEWAY	SQ YD	\$ 30.00	180	\$ 5,400.00
206D-002	REMOVING CURB	LIN FT	\$ 10.00	30	\$ 300.00
206D-011	REMOVING FENCE	LIN FT	\$ 5.00	110	\$ 550.00
210A-000	UNCLASSIFIED EXCAVATION (including existing retaining wall and existing concrete area)	CU YD	\$ 15.00	75	\$ 1,125.00
529A-000	RETAINING WALL	SQ FT	\$ 12.00	600	\$ 7,200.00
600A-000	MOBILIZATION (includes traffic control and signs)	LUMP SUM	\$ 5,000.00	1	\$ 5,000.00
618A-000	CONCRETE SIDEWALK, 4" THICK (including base material)	SQ YD	\$ 40.00	760	\$ 30,400.00
618B-002	CONCRETE DRIVEWAY, 6" THICK (including base material)	SQ YD	\$ 45.00	180	\$ 8,100.00
000-000	ADA RAMP (includes truncated dome mat)	EACH	\$ 450.00	3	\$ 1,350.00
620A-000	MINOR STRUCTURE CONCRETE	CU YD	\$ 500.00	5	\$ 2,500.00
623C-000	COMBINATION CURB & GUTTER, 24 INCH, TYPE C	LIN FT	\$ 25.00	200	\$ 5,000.00
637A-001	FENCE SET (4' chain link)	LIN FT	\$ 12.00	150	\$ 1,800.00
701A-001	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	MI	\$ 2,500.00	1	\$ 2,500.00
703A-000	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SF	\$ 5.00	150	\$ 750.00
000-000	RELOCATE WATER METER	EACH	\$ 500.00	6	\$ 3,000.00
000-000	SEWER CLEANOUT ADJUSTMENT	EACH	\$ 150.00	3	\$ 450.00
000-000	RESET MAILBOX	EACH	\$ 50.00	7	\$ 350.00
TOTAL					\$ 82,275.00

Tripple J Construction		Robinson Paving	
Bid Cost	Extension	Bid Cost	Extension
\$ 8,000.00	\$ 8,000.00	\$ 3,900.00	\$ 3,900.00
\$ 20.00	\$ 1,000.00	\$ 28.00	\$ 1,400.00
\$ 20.00	\$ 3,600.00	\$ 7.00	\$ 1,260.00
\$ 30.00	\$ 900.00	\$ 18.00	\$ 540.00
\$ 5.00	\$ 550.00	\$ 4.00	\$ 440.00
\$ 50.00	\$ 3,750.00	\$ 39.00	\$ 2,925.00
\$ 50.00	\$ 30,000.00	\$ 30.00	\$ 18,000.00
\$ 8,000.00	\$ 8,000.00	\$ 15,250.00	\$ 15,250.00
\$ 55.00	\$ 41,800.00	\$ 46.00	\$ 34,960.00
\$ 65.00	\$ 11,700.00	\$ 58.00	\$ 10,440.00
\$ 1,200.00	\$ 3,600.00	\$ 1,385.00	\$ 4,155.00
\$ 800.00	\$ 4,000.00	\$ 1,325.00	\$ 6,625.00
\$ 35.00	\$ 7,000.00	\$ 31.00	\$ 6,200.00
\$ 15.00	\$ 2,250.00	\$ 28.00	\$ 4,200.00
\$ 4,000.00	\$ 4,000.00	\$ 3,700.00	\$ 3,700.00
\$ 20.00	\$ 3,000.00	\$ 6.00	\$ 900.00
\$ 500.00	\$ 3,000.00	\$ 2,000.00	\$ 12,000.00
\$ 150.00	\$ 450.00	\$ 405.00	\$ 1,215.00
\$ 100.00	\$ 700.00	\$ 275.00	\$ 1,925.00
TOTAL	\$ 137,300.00		\$ 130,035.00

RESOLUTION NO. (ID # 2327)

Resolution for Demolition - 105 Taylor Avenue - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 105 TAYLOR AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-08-2-002-047.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 105 Taylor Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-2-002-047.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, W.L. Reed and Earlene Reed are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, W.L. Reed and Earlene Reed are the persons last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to W.L. Reed and Earlene Reed, 5500 Taylor Road, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, September 5, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 105 Taylor Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, September 5, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 105 Taylor Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 105 Taylor Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-2-002-047.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Part of Lot 5, Block 1, of the BYRD LANDS, according to and as shown by Totten's Official Real Estate Map of the City of Opelika, Alabama of record in Town Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 5, the same being located on the Southerly margin of Taylor Avenue, run thence in an Easterly direction along the margin of said Taylor Avenue for a distance of 75.0 feet to a point which is also in the Northeast corner of said Lot 5; run thence in a Southerly direction along the Easterly margin of said Lot 5 for a distance of 85.0 feet to a point; run thence in a Westerly direction parallel with Taylor Avenue for a distance of 75.0 feet to a point which is located on the Westerly margin of said Lot 5; run thence in a Northerly direction along the Westerly margin of said Lot 5 for a distance of 85.0 feet to a point and the POINT OF BEGINNING.

Also being further described as Parcel Number 43-10-03-08-2-002-047.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: W.L. Reed
5500 Taylor Road
Opelika, AL 36801

Earlene Reed
5500 Taylor Road
Opelika, AL 36801

RESOLUTION NO. (ID # 2331)

Resolution for Demolition - 114 N. 19Th Street - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 114 19TH STREET, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-09-06-13-2-000-101.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 114 19th Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-06-13-2-000-101.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Angie Lunceford is the person last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Angie Lunceford, 3505 Pepperell Parkway, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, September 5, 2017 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 114 19th Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, September 5, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 114 19th Street, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 114 19th Street, Opelika, Alabama, Parcel I.D. Number: 43-09-06-13-2-000-101.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 52, FIVE POINTS SUBDIVISION, according to and as shown by Totten's Official Real Estate Map of the City of Opelika, Alabama, of record in Town Plat Book 3 at Page 67 in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-09-06-13-2-000-101.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: Angie Lunceford
3505 Pepperell Parkway
Opelika, AL 36801

RESOLUTION NO. 238-17

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
	-----	-----	-----
	Carly Howell	Sports Plex	121.98
	Stephen Dawe	IT	287.84
42.07	Rusty Hornsby	OPS	
	Lori Huguley	ED	6,511.76
	Gary Fuller	Mayor	6,511.76
	Bob Holley	OPD	175.00

-) 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.
- 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(s) so they can be

delivered to the appropriate City employee or official.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

PERIOD ENDING

NAME

Carly Howell

DEPARTMENT

Sports Plex

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES	Itemize Below	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU 9/21	Opelika to B'ham					60.99						60.99
FRI												0.00
SAT 9/23	B'ham to Opelika					60.99						60.99
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	121.98	0.00	0.00	0.00	0.00	0.00	121.98

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Swim meet as OST Coach

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
9/21	Opelika - Birmingham	60.99
9/23	Birmingham - Opelika	60.99

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

EXPENSE REPORT

NAME

DEPARTMENT

PERIOD ENDING

Stephen Dawe

IT

10/7/2017

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 10/5	ORLANDO, FL					143.92						143.92
FRI												0.00
SAT 9/30						143.92						143.92
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	287.84	0.00	0.00	0.00	0.00	0.00	287.84

WEEKLY TOTAL EXPENSES ↑

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

Agreed to P.O.

Exts Verified

Footing Verified

Inv. Price Bio Price

Ok To Pay

A/C # Verified

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Gartener CIO Symposium- Orlando, FL

10/1 - 10/5/17

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
9/30	(419-150)*0.535 Mileage	143.92
10/5	(419-150)*0.535 Mileage	143.92

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

DEPARTMENT

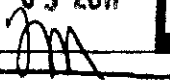
Rusty Hornsby

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	Winter Park Florida						42.07					42.07
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	42.07	0.00	0.00	0.00	0.00	42.07

WEEKLY TOTAL EXPENSES

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

RECEIVED
OCT 09 2017
BY: 

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Storm Restoration to restore power after the
damages caused by Hurricane Irma

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

Send check to Rusty Hornsby @ OPS

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

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Name

Department

Expense Report

Lori Huguley

Economic Development

Period Ending

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

[illegible]

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

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

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

NUMBER OF DAYS AWAY FROM HOME NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0 % OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS 0 NATURE OR PURPOSE OF TRAVEL Economic Development Trip Europe 12/1-9/17 METHOD OF REIMBURSEMENT ☐ DEDUCT FROM M/Y OR	SIGNATURE APPROVED BY
--	-------------------------------------

EXPENSE REPORT

PERIOD ENDING

NAME

Name Gary Fuller

DEPARTMENT

Department Mayor's Office 11050

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
THUR												0.00
FRI 12/1/17	Atlanta GA to JFK		240.20									240.20
FRI 12/1/17	JFK to Milan-Rome		6,271.56									6,271.56
WEEKLY CATEGORY TOTALS \$		0.00	6,511.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,511.76

WEEKLY TOTAL EXPENSES

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

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

NUMBER OF DAYS AWAY FROM HOME

8

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Economic Development Trip to Europe 12/1-12/9/17

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

Gary Fuller

Mayor's Office

SIGNATURE

APPROVED BY

NAME

Chief Holley

DEPARTMENT

Department Police Department

PERIOD ENDING

10/2/2017

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			
Sunday 10/1											175.00	175.0
												0.0
												0.0
												0.0
												0.0
												0.0
												0.0
												0.0
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	175.0

WEEKLY TOTAL EXPENSES

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

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

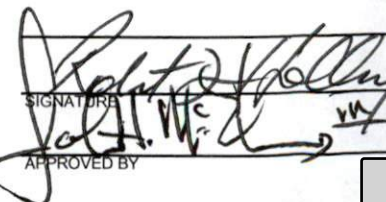
Conference in Monteagle, TN

 METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☒ MAIL: TO

Chief Robert Holley - Send to PD

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

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
10/1	Conference Fees	175.00

 SIGNATURE

 APPROVED BY

RESOLUTION NO. 239-17

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

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

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

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

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

No.	Qty	Unit	Item Description	Fixed Asset #
1.	1	Ea.	Clark Grizzly Mosquito Sprayer	N/A
2.	1	Ea.	Grasshopper Zero Turn Mower	N/A
3.	1	Ea.	Graphtec Sign Plotter	N/A
4.	1	Ea.	2008 Ford F150 Pickup 1FTRF12288KE33463	87002518

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, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 240-17

Refund of Overpayment for Business License - American National Insurance Co.

Resolution No. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of \$741.50 can be printed payable to American National Insurance Company, One Moody Plaza, Galveston, TX 77550 for Business License Fees paid in error in 2017.
- 3) That the City Clerk is hereby authorized to sign and mail said check to the address as detailed in number 2 above.
- 4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

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

C.E. "EDDIE" SMITH, JR.

PRESIDENT OF THE CITY COUNCIL

CITY OF OPELIKA, ALABAMA

ATTEST:

ROBERT G. SHUMAN, CMC

CITY CLERK - TREASURER

RESOLUTION NO. 241-17

Purchase One (1) 2018 Ford F150 Pickup - PW / ESG.**RESOLUTION NO. _____**

WHEREAS, the Public Works/ESG Department desires to purchase one (1) 2018 Ford F150 Pickup with certain options utilizing the State of Alabama Contract #T191A; and

WHEREAS, Stivers Ford Lincoln is the State Contract Vendor for the 2018 Ford F150 Pickup; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Stivers Ford Lincoln utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stivers Ford Lincoln in the total amount of \$19,571.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

Req 26

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2018 FORD F150 REGULAR CAB 4x2 PICKUP -- STATE CONTRACT T191A

CONTRACT NUMBER: MA999 16000000008

LINE NUMBER: 4 (T191A)

CONTRACT AMOUNT **\$17,709**

MODEL SERIES

F1C

ORDER CODE

100A

INCLUDES: 3.3L V6 290 Horsepower FFV Engine; 6 Spd Auto, 4x2, 122" Wheelbase, 6.5' Box, Rear View Camera,
 4 Wheel Disc Brakes w/ ABS, Tilt Wheel, Air Conditioning, Vinyl Flooring, 245/70R17 AS
 AM/FM Radio, Cloth 40/20/40 Seat, Air Bags-Front & Safety Canopy Side Curtain Airbags
 Auto Start Technology;

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191A)

\$ 17,709

STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 1:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;
 Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control

\$ 2,255

53A Trailer Tow Package - includes 4-pin/7-pin wiring harness; & Class IV Receiver Hitch - incl. Backup Assist

\$ 995

86A Appearance Package - 17" Silver painted Aluminum Wheels; Chrome Front & Rear Bumpers; Fog Lamps

\$ 775

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner - Drop In (6-1/2")

\$ 199

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 22,621

STATE CONTRACT PRICE (T191A)

\$ 17,709

STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 2:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;
 Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control

\$ 2,255

53A Trailer Tow Package - includes 4-pin/7-pin wiring harness; & Class IV Receiver Hitch - incl. Backup Assist

\$ 995

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner - Drop In (6-1/2")

\$ 199

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 21,846

STATE CONTRACT PRICE (T191A)

\$ 17,709

STIVERS VALUE PACKAGE:

100A Standard Equipment

incl

53A Trailer Tow Package

\$ 595

85A Power Windows, Mirrors, Door Locks & Tail Gate Lock

\$ 1,170

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner - Drop In (6-1/2")

\$ 199

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 20,361

DRIVE TRAIN OPTIONS:

99B 3.3L V6 -- 290 Horsepower -w/ 6 speed Automatic

STD

XL6 - 3.73 Electronic Locking Axle

\$ 570

995 5.0L V8 -- 385 Horsepower - w/ 10 speed Automatic

\$ 1,995

XL3 - 3.31 Electronic-Locking Axle

\$ 420

99G 3.5L V6 Ecoboost - 375 Horsepower - w/ 10 speed Automatic

\$ 2,595

XL9 - 3.55 Electronic Locking Axle

\$ 470

98G CNG/Propane Prep Package - req's: 5.0L Engine (code 995) at extra cost

\$ 315

\$823,300

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

OPTIONS

WHEELBASE OPTION:

141 Wheelbase - 8' Bed

\$ 300

☐EQUIPMENT PACKAGES:

300A XLT Package - Includes Chrome Front & Rear Bumpers; Fog Lamps; Chrome Grille; SYNC
 Power Windows, Door Locks, Mirrors & Tailgate; Rear-Window Privacy Glass;
 Carpet; Factory Console; AM/FM Single CD w/ 6 speakers & one (1) USB Port

\$ 5,590

☐EXTERIOR COLOR OPTIONS -- Colors are NC:

N1 Blue Jean Metallic
 PQ Race Red
 G1 Shadow Black
 J7 Magnetic Metallic

N6 Lightning Blue Metallic
 D1 Stone Gray Metallic
 UX Ingot Silver Metallic
 YZ Oxford White

INTERIOR OPTIONS:

CG Cloth 40/ 20 /40 - Medium Earth Gray
 AG Vinyl 40/ 20 /40 Front - Dark Earth Gray
 MG Cloth 40/ 20 /40 - Medium Earth Gray - XLT only

Std

NC

NC

OPTIONS:

52P SYNC - req's Cruise Control (code 50S) at extra cost
 50S Cruise Control
 58B AM/FM Single CD Radio
 53A Trailer Tow Package (w/ 100A Package only)
 54T Trailer Tow Mirrors-Manual
 67T Trailer Brake Controller
 18E Black Step Bars
 655 Fuel Tank-36 gal.(available w/ 141" wheelbase only)
 86A Appearance Package - 17" Silver Painted Aluminum Wheels; Chrome Front & Rear Bumpers; Fog Lamps
 85H Back-up Alarm
 595 Fog Lamps

\$ 420
 \$ 225
 \$ 290
 \$ 595
 \$ 140
 \$ 275
 \$ 300
 \$ 445
 \$ 775
 \$ 125
 \$ 140

STIVERS FORD PACKAGES:

LED 4 Corner LED Strobe Lights
 TB1 Tool Box - Deep Well (18")
 TB2 Tool Box - Standard (15")
 BL6 Bed Liner - Drop In (6-1/2")
 BL9 Bed Liner - Drop In (8")
 SL1 Spray-in Bed Liner (6-1/2" bed)
 SL2 Spray-in Bed Liner (8' bed)
 TON Tonneau Cover
 CAM Camper Shell
 TG Tommygate 2000 lb. Liftgate
 BS Bed Slide
 BG Brush Guard w/ Wraps over Headlamps - Warn Winch 12,000 lbs.
 LEG Legends Light Bar w/ toggle switch

\$ 539
 \$ 349
 \$ 299
 \$ 199
 \$ 219
 \$ 489
 \$ 549
 \$ 1,469
 \$ 1,682
 \$ 2,863
 \$ 1,329
 \$ 2,349
 \$ 1,023

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

LIGHTING AND OTHER UNIQUE OPTIONS

LAW ENFORCEMENT LIGHTING AND UPFIT PACKAGES:

VAL	<u>Valor Light Bar Package:</u> Includes: Valor 51" Light Bar; SSP2000B Smart Siren Controller; Siren Speaker; Console Cup Holder & Arm Rest	\$ 4,624	☐
INT	<u>Integrity Light Bar Package:</u> Includes: Integrity 51" Light Bar; SSP2000B Smart Siren Controller; Siren Speaker; Console Cup Holder & Arm Rest	\$ 3,674	☐
SLI	<u>Inside Windshield / Rear Glass Lighting Package (Slick Top):</u> Includes: SpectraLux ILS Low Profile Front Windshield Light Bar, SignalMaster (8 head-mounted on the rear window); SSP2000B Smart Siren Controller; Console; Cup Holder; & Arm Rest	\$ 4,312	☐
BLP	<u>Base Lighting Package:</u> Includes: Four Corner (headlamp/taillamp) LEDs (w/ in-line flasher); MicroPulse MPS600U-BB 6-LED head (blue/blue) mounted inside side rear windows; MicroPulse MPS300U-B (blue) mounted beside rear license plate; two (2) MicroPulse MPS650-BB (blue) LEDs mounted in the Grille.	\$ 1,635	☐
PBB	<u>Push Bumper Package:</u> Includes: Push Bumper; two (2) MicroPulse MPS600U-BB (blue) mounted on side of push bar	\$ 886	☐
CSR	<u>Jotto Console Package:</u> Includes: Contour Console; Dual Cup Holders; Adjustable Arm Rest; Floor Plate; Face Plate for Federal Signal Controller SSP2000B	\$ 784	☐
	<u>Prisoner Cage, Window Barriers & Misc.:</u>		
FC	Cage w/ Poly Screen - Behind Front Row Seats	\$ 914	☐
LP	Lower Panel Protection (between Floor & Cage)	\$ 207	☐
CSM	Computer Laptop Stand-mounted on side of Console	\$ 558	☐
PBW	Push Bumper Wing Set (Headlamp Wrap)	\$ 294	☐
GSR	Gun Rack	call	☐

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

60 miles

\$ 90 ☒

TOTAL VEHICLE (Required)

\$19,571.00

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE: (Required)

PURCHASE ORDER NUMBER: (Required)

Quantity:



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification**

CONTRACT INFORMATION**MASTER AGREEMENT NUMBER:** MA 999 16000000008**NOT TO EXCEED AMOUNT:**

Begin Date: 11/17/2015

Procurement Folder: 4404

Expiration Date: 11/15/2017

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 09/27/16

Version Number: 6

CONTACT INFORMATION**REQUESTOR:**

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

BUYER:**CONTRACT DESCRIPTION**

T191A - VEHICLES, ALTERNATIVE FUEL-E85

Ship To:**Bill To:****REASON FOR MODIFICATION****VENDOR INFORMATION****Name /Address:**

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$20,244.000000	\$0.00			\$0.00	\$0.00
07006530000 - AUTOMOBILES, FULL SIZE, 4 DOOR SEDAN, ALTERNATIVE FUELED OEM AUTOMOBILES, AF, FULL SIZE, 4 DOOR SEDAN, FORD TAURUS VEHICLE, FULL-SIZE SEDAN, FRONT-WHEELDRIVE, ALTERNATIVE FUELWHEELBASE: 110" MINIMUMENGINE: V6 ONLY4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: <u>FORD</u> MODEL: <u>TAURUS</u>								
2	0	EA	\$23,989.000000	\$0.00			\$0.00	\$0.00
07042780000 - UTILITY VEHICLE, PASSENGER, 2 WHEEL DRIVE, GAS/ETHANOL (FLEX UTILITY VEHICLE, PASSENGER, 2 WHEEL DRIVE, FORD EXPLORER VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,2-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: <u>Ford</u> MODEL: <u>Explorer</u>								
3	0	EA	\$25,787.000000	\$0.00			\$0.00	\$0.00
07042780000 - UTILITY VEHICLE, PASSENGER, 2 WHEEL DRIVE, GAS/ETHANOL (FLEX UTILITY VEHICLE, PASSENGER, 4 WHEEL DRIVE, FORD EXPLORER VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,4-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: <u>Ford</u> MODEL: <u>Explorer</u>								
4	0	EA	\$17,709.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, REG. CAB 4X2 FORD F-150 VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, REGULAR CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: <u>Ford</u> MODEL: <u>F-150</u>								
5	0	EA	\$20,599.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, REG. CAB 4X4 FORD F-150 VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, REGULAR CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: <u>FORD</u> MODEL: <u>F-150</u>								
6	0	EA	\$21,851.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, CREW CAB 4X2 FORD F-150 VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, CREW CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: <u>Ford</u> MODEL: <u>F-150</u>								
7	0	EA	\$24,936.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, CREW CAB 4X4 FORD F-150 VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, CREW CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: <u>FORD</u> MODEL: <u>F-150</u>								
8	0	EA	\$19,682.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, EXTENDED CAB 4X2 FORD F-150								

RESOLUTION NO. 242-17

Purchase One (1) 2018 Ford F550 Pickup - PW / ESG.**RESOLUTION NO.** _____

WHEREAS, the Public Works/ESG Department desires to purchase one (1) 2018 Ford F550 Pickup with certain options utilizing the State of Alabama Contract #T193A; and

WHEREAS, Tallassee Automotive, Inc. is the State Contract Vendor for the 2018 Ford F550 Pickup; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Tallassee Automotive, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Tallassee Automotive, Inc. in the total amount of \$77,225.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

#18000020

TO: CITY OF OPELIKA
ATTN: JASON SIKES / MIKE SCOTT

06/27/17

FROM: TALLASSEE AUTOMOTIVE, INC.
BRUCE BROWN @ 1-800-255-5650 or BBROWN@TALLASSEEAUTOMOTIVE.COM

STATE OF ALABAMA - DIVISION OF PURCHASING 07/20/16'
REF. VEHICLE CONTRACT #T193A / #4013268 2017' MODEL YEAR

OPTIONS FOR FORD F-550 REGULAR CAB & CHASSIS LINE # 55-57
EQUIPMENT INCL: 60" CA, 18,000# GVWR, 6.7L V-8 DIESEL ENGINE,
6 SPD AUTOMATIC, AIR COND, AM/FM, 4 WHL DISC & ABS, 40 GAL TANK,
CAB STEPS

COST: \$38,897.00

" ITEMS INDICATED ARE RECOMMENDED FOR YOUR APPLICATION "

* STANDARD / DOCK HEIGHT MODEL *

UPGRADE TO 26,000# GVWR TRUCK MODEL w THESE FEATURES: #F650 \$14,760
26,000 GVWR, 84" CA, 8,500# FRT AXLE & SPRINGS, 17,500# REAR AXLE & SPRINGS
6.7L FORD V-8 DIESEL ENGINE w 300 hp & 700 ft lb of torque, FORD 6 SPD AUTOMATIC
TRANSMISSION, HYDRAULIC BRAKES, 3 PASS SEATING, 50 gal LH STEP TANK,
11RX22.5 G TIRES, 12.64 sm 50,000 psi 632,000 rbm FRAME
PTO PROVISION #41A \$836
10,000# RATED FRONT SPRINGS #61C \$119
FRONT STABILIZER BAR #15S \$482
SYNTHETIC FRONT AXLE LUBE #60A \$49
19,000# REAR AXLE 6.14:1 RATIO w 27,500# GVWR #474/X6A \$636
25,999# SPECIAL GVWR #18D \$119
21,000# REAR SPRINGS #68P \$108
SYNTHETIC REAR AXLE LUBE #607 \$96
TRACTION TREAD TIRES #RSD \$69
UPGRADE TO 120" CA #194 \$326
15.14 sm 80,000 psi 1,211,200 rbm FRAME #535 \$483
PROJECTED PRICE INCREASE FOR 2018' MY @ 5% #PPI \$1,944

* POST PRODUCTION OPTIONS *

16' PLATFORM DUMP BODY w THESE FEATURES: #16'PDB \$17,696
36" SOLID / FIXED SIDES, 50" STEEL HRADBOARD w 24" CAB SHIELD,
36" 2 pC BARN DOORS ON SIDES & 2 pC REAR BARN DOORS BOTH w RETAINERS,
PTO DRIVEN HYDRAULIC HOIST, LED STOP - TAIL & TURN INDICATORS,
BACK UP ALARM, MUD FLAPS, PAINTED BLACK.
DELIVERY TO YOUR LOCATION #DLV \$50

OTHER OPTIONS TO CONSIDER:

TOTAL COST: \$76,670.00

36" X 18" X 18" UNDER BODY TOOL BOX
* 48" X 18" X 18" UNDER BODY TOOL BOX

#36UBX \$495 ea
#48UBX \$555 ea ✓

COLORS: #Z1 WHITE TRIM GRAY VINYL

*77,225.00



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

13.7.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T193A4013268.1

NOT TO EXCEED AMOUNT:

Begin Date: 05/01/2014

Procurement Folder: 328318

Expiration Date: 08/31/2017

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 05/10/17

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

CONTRACT DESCRIPTION

Converted STC from SNAP. Original Contract Date 2015/05/29

Open the attached pdf to view complete contract details.

Ship To:

Bill To:

Shipping Instructions: 120 DAYS ARO SNAP Location code is R1-
STATEWIDE

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049975: Tallassee Automotive Inc.

1618 Gilmer Avenue

Tallassee AL 36078

Contact:

BRUCE BROWN

3342836815

BBROWN@TALLASSEEAUTOMOTIVE.COM

COMMODITY / SERVICE INFORMATION

13.7.a

TRUCK CHASSIS, 17,000 GVWR, LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT CREW CAB CAB TO AXLE: 60" MINIMUM SINGLE AXLE DIESEL ENGINE - 300 HP MINIMUM DUAL REAR WHEELS 4 WHEEL ABS BRAKES 6 PASSENGER SEATING 40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE CAB STEPS FULL HEADLINER W/ INSULATION AIR CONDITIONING, FACTORY INSTALLED RADIO, AM/FM ALTERNATOR, 120 AMP MIN MIRROR, EXTERIOR RIGHT & LEFT, TRUCK CAMPER OR RECREATIONAL TYPE W/ CONVEX SPOTS APPX. 5" FUEL LINE KIT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)

TRUCK, OPTIONS FOR GVWR 8600 CHASSIS

OPTION PACKAGE: TRANSMISSION, AUTOMATIC W/ PTO PROVISION.....\$ 228.00 TUBELESS TIRES, TO MEET GVWR, SET OF 7 W/ DISC RIMS.....\$ 298.00 CONNECTION WIRING FOR BODIES.....\$ STD* AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE POWILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)

TRUCK OPTIONS FOR 8600 UP TO 19000 GVWR

OPTIONS NOT LISTED, T193A: TO BE BILLED AT DEALER INVOICE PRICING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	EA	\$38,897.000000	\$0.00			\$0.00	\$0.00

07205 - Class 5 Trucks (16,001 - 19,500 lb. GVWR)

ENGINE, 5.9 LTR 6 CYL TURBO DIESEL-TRUCK

TRUCK CHASSIS, 17,000 GVWR, LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT STANDARD CAB CAB TO AXLE: 60" MINIMUM SINGLE AXLE DIESEL ENGINE - 300 HP MINIMUM DUAL REAR WHEELS 4 WHEEL ABS BRAKES 3 PASSENGER SEATING 40 GALLON FUEL TANK CAB STEPS FULL HEADLINER W/ INSULATION AIR CONDITIONING, FACTORY INSTALLED RADIO, AM/FM ALTERNATOR, 120 AMP MIN TRANSMISSION, AUTOMATIC 5-SPEED MIRROR, EXTERIOR RIGHT & LEFT, TRUCK CAMPER OR RECREATIONAL TYPE FUEL LINE KIT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)

TRUCK, OPTIONS FOR GVWR 8600 CHASSIS

OPTION PACKAGE: TUBELESS TIRES, TO MEET GVWR, SET OF 7 W/ DISC RIMS.....\$ 298.00 CONNECTION WIRING FOR BODIES.....\$ STD* AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE POWILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)

TRUCK OPTIONS FOR 8600 UP TO 19000 GVWR

OPTIONS NOT LISTED, T193A: TO BE BILLED AT DEALER INVOICE PRICING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	EA	\$34,816.000000	\$0.00			\$0.00	\$0.00

07205 - Class 5 Trucks (16,001 - 19,500 lb. GVWR)

CHASSIS, TRUCK GVWR 17,500 NEW LATEST

TRUCK CHASSIS, 17,500 GVWR, LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT CREW CAB CAB TO AXLE: 60" MINIMUM SINGLE AXLE GAS ENGINE - 300 HP MINIMUM DUAL REAR WHEELS 4 WHEEL ABS BRAKES 6 PASSENGER SEATING 40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE DUAL AIR BAGS CAB STEPS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)

TRUCK, OPTIONS FOR GVWR 8600 CHASSIS

Attachment: 10-17-17 - ONE (1) 2018 FORD F550 PICKUP - STATE CONTRACT T193A - CNCL PKT (242-17 : Purchase One (1) 2018 Ford F550

RESOLUTION NO. 243-17

Purchase One (1) Kubota Tractor - PW / ESG.

RESOLUTION NO. _____

WHEREAS, the Public Works/ESG Department desires to purchase one (1) Kubota Tractor utilizing the State of Alabama Contract #T222; and

WHEREAS, Capital Tractor, Inc. is the State Contract Vendor for the Kubota Tractor; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Capital Tractor, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Capital Tractor, Inc. in the total amount of \$27,113.58.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

reg 18000016

QUOTATION OR SALES AGREEMENT

SOLICITATION:

FROM: CAPITAL TRACTOR, INC. 1498 FURNACE STREET MONTGOMERY, AL 36104 PHONE 334-264-0086/1-800-239-3112	TO: City of Opelika Parks and Rec Attn: Bruce Boyd
---	---

DATE: 7-6-17	DELIVERY: 30 Days
TERMS: Net	PRICES QUOTED ARE F.O.B.:

WE ARE PLEASED TO QUOTE YOU ON YOUR ORDER AS FOLLOWS:

QUANTITY	DESCRIPTION	PRICE	NET
T222	State Contract # 4013087		
Line 11	MX5200F	\$21,371.00	\$16,669.38
Line 12	Options Less 22%		
	Wet Clutch Hyradulic Shuttle Transmission	\$4,238.00	\$3,305.64
	Turf Tires	\$386.00	\$301.08
	Seat Upgrade	\$906.00	\$706.68
	LA1154 Loader, Valve, Grill Guard, 6ft Bucket	\$6,511.00	\$5,078.58
	2nd Rear Remote	\$824.00	\$642.72
	Aluminum Diamond Plate Canopy	\$525.00	\$409.50
	Upgrade To M5660SUH at No Charge		
Quoted By:	Will Sellers	SUBTOTAL:	\$27,113.58
	Office: (334) 264-0086	TAX	\$0.00
		TOTAL W/TAX:	\$27,113.58

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

TRACTORS

CONTRACT

T-NUMBER..... : T222
USAGE..... : STATEWIDE CONTRACT
PERIOD..... : OCTOBER 6, 2014 TO OCTOBER 5, 2017
SOLICITATION NO : 2263069

CONTRACT BUYER..... : CRIST WATTS

BUYER PHONE.. : (334) 242-4291 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 11/19/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 1

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

* * * * *

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

* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *
* * * * *

SOLICITATION NUMBER : 2263069

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

DELIVERY/INVOICING:
ALL ITEMS ORDERED MUST BE DELIVERED TO THE "SHIP TO" ADDRESS SHOWN ON

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 2

THE P.O. WITHIN FORTY-FIVE (45) TO SIXTY (60) CALENDAR DAYS FROM THE
DATE OF THE PURCHASE ORDER.

THE INVOICE FOR ALL ITEMS DELIVERED MUST LIST THE MANUFACTURER'S
SUGGESTED RETAIL PRICE (MSRP) LESS THE CONTRACT PERCENTAGE DISCOUNT
OFF, AND THE FINAL PRICE FOR EACH ITEM DELIVERED. THE INVOICE MUST BE
ACCOMPANIED BY A COPY OF THE MSRP FOR EACH ITEM DELIVERED. THE COPY OF
THE MSRP MUST BE DATED FOR THE CURRENT YEAR'S PRICING, AND IT MUST
ALSO LIST THE MANUFACTURER, THE MODEL NUMBER, AND THE LIST PRICE FOR
EACH ITEM DELIVERED. FAILURE TO INVOICE AS OUTLINED ABOVE WILL DELAY
PAYMENT OF INVOICE. CONTINUED FAILURE TO INVOICE AS OUTLINE ABOVE WILL
CONSTITUTE NON-COMPLIANCE OF THE TERMS AND CONDITIONS OF THE CONTRACT
WHICH MAY RESULT IN THE CANCELLATION OF THE CONTRACT, AND THE CONTRACT
VENDOR BEING BARRED FROM DOING BUSINESS WITH THE STATE OF ALABAMA FOR
AN INDETERMINATE PERIOD OF TIME.

EACH DELIVERY OF EQUIPMENT MUST INCLUDE: A MINIMUM OF ONE (1) PRINTED

Attachment: 10-17-17 - ONE (1) KUBOTA TRACTOR - STATE CONTRACT T222 - CNCL PKT (243-17 : Purchase One (1) Kubota Tractor -

PERCENT OFF LIST

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE:

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
	BRAND: MAHINDRA MODEL: 5555			
4013087 00011	020-89-082901 TRACTOR, PTO 45 HORSEPOWER PER SPECIFICATION 020E01. PERCENTAGE OFF LIST BRAND: KUBOTA MODEL: MX5200F/DT	-22.00 % EA	631094262-01 CAPITAL TRACTOR INC.	NET
4013088 00011	020-89-082901 TRACTOR, PTO 45 HORSEPOWER PER SPECIFICATION 020E01. PERCENTAGE OFF LIST BRAND: JOHN DEERE MODEL: 5065E	-14.85 % EA	631099863-01 SNEAD AG SUPPLY & SERV INC	NET
4013086 00012	020-89-083299 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED UNDER SPECIFICATION TEXT 020E01. PERCENT OFF LIST	-20.40 % EA	630926850-00 COBLENTZ EQUIPMENT & PARTS INC.	NET

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE:

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
4013087 00012	020-89-083299 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED UNDER SPECIFICATION TEXT 020E01. PERCENTAGE OFF LIST	-22.00 % EA	631094262-01 CAPITAL TRACTOR INC.	NET
4013088 00012	020-89-083299 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED UNDER SPECIFICATION TEXT 020E01. PERCENTAGE OFF LIST	-14.85 % EA	631099863-01 SNEAD AG SUPPLY & SERV INC	NET
4013087 00013	020-89-082902 TRACTOR, PTO 50 HORSEPOWER PER SPECIFICATION 020E01. PERCENTAGE OFF LIST BRAND: KUBOTA MODEL: L6060HST	-22.00 % EA	631094262-01 CAPITAL TRACTOR INC.	NET
4013088 00013	020-89-082902 TRACTOR, PTO 50 HORSEPOWER PER SPECIFICATION 020E01. PERCENTAGE OFF LIST	-23.10 % EA	631099863-01 SNEAD AG SUPPLY & SERV INC	NET

Attachment: 10-17-17 - ONE (1) KUBOTA TRACTOR - STATE CONTRACT T222 - CNCL PKT (243-17 : Purchase One (1) Kubota Tractor - PW/ESG)

RESOLUTION NO. 244-17

Purchase Two (2) Kubota Tractors- PW / ESG.**RESOLUTION NO. _____**

WHEREAS, the Public Works/ESG Department desires to purchase two (2) Kubota Tractors utilizing the State of Alabama Contract #T222; and

WHEREAS, Capital Tractor, Inc. is the State Contract Vendor for the Kubota Tractors; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Capital Tractor, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Capital Tractor, Inc. in the total amount of \$43,470.96.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

req 18000014

QUOTATION OR SALES AGREEMENT

SOLICITATION:

FROM: CAPITAL TRACTOR, INC. 1498 FURNACE STREET MONTGOMERY, AL 36104 PHONE 334-264-0086/1-800-239-3112	TO: City of Opelika Attn: Mike Scott 334-705-5460 mscott@opelika-al.gov
---	--

DATE: 6-28-17	DELIVERY: 30 Days
TERMS: Net	PRICES QUOTED ARE F.O.B.:

WE ARE PLEASED TO QUOTE YOU ON YOUR ORDER AS FOLLOWS:

QUANTITY	DESCRIPTION	PRICE	NET
T222	State Contract # 4013087		
Line 11	MX5200F	\$21,371.00	\$16,669.38
Line 12	Options Less 22%		
	Wet Clutch Hydraulic Shuttle Transmission	\$4,238.00	\$3,305.64
	16.9X24 R4 Rear Tire Upgrade	\$368.00	\$287.04
	Seat Upgrade	\$906.00	\$706.68
	(4) 105lbs Suitcase Weights w/Bolts	\$458.00	\$357.24
	Canopy	\$525.00	\$409.50
		0 * *	
	Upgrade to M5660SUH At No C		
Quoted By:	Will Sellers	21,735.48 + 21,735.48 +	\$21,735.48
	Office: (334) 264-0086	002	\$0.00
		43,470.96 *	\$21,735.48
		0 * *	

Comments:	Tires Widened Out For Wider Stance, 56HP, 2WD, 1/4 Tank Fuel, 2 Keys, Manuals, Delivered.
-----------	---

Attachment: 10-17-17 - TWO (2) KUBOTA TRACTORS - STATE CONTRACT T222 - CNCL PKT (244-17 : Purchase Two (2) Kubota Tractors-

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

TRACTORS
CONTRACT

T-NUMBER..... : T222
USAGE..... : STATEWIDE CONTRACT
PERIOD..... : OCTOBER 6, 2014 TO OCTOBER 5, 2017
SOLICITATION NO : 2263069

CONTRACT BUYER..... : CRIST WATTS

BUYER PHONE.. : (334) 242-4291 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 11/19/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE:

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

* * * * *

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

SOLICITATION NUMBER : 2263069

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

DELIVERY/INVOICING:
ALL ITEMS ORDERED MUST BE DELIVERED TO THE "SHIP TO" ADDRESS SHOWN ON

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE:

THE P.O. WITHIN FORTY-FIVE (45) TO SIXTY (60) CALENDAR DAYS FROM THE
DATE OF THE PURCHASE ORDER.

THE INVOICE FOR ALL ITEMS DELIVERED MUST LIST THE MANUFACTURER'S
SUGGESTED RETAIL PRICE (MSRP) LESS THE CONTRACT PERCENTAGE DISCOUNT
OFF, AND THE FINAL PRICE FOR EACH ITEM DELIVERED. THE INVOICE MUST BE
ACCOMPANIED BY A COPY OF THE MSRP FOR EACH ITEM DELIVERED. THE COPY OF
THE MSRP MUST BE DATED FOR THE CURRENT YEAR'S PRICING, AND IT MUST
ALSO LIST THE MANUFACTURER, THE MODEL NUMBER, AND THE LIST PRICE FOR
EACH ITEM DELIVERED. FAILURE TO INVOICE AS OUTLINED ABOVE WILL DELAY
PAYMENT OF INVOICE. CONTINUED FAILURE TO INVOICE AS OUTLINE ABOVE WILL
CONSTITUTE NON-COMPLIANCE OF THE TERMS AND CONDITIONS OF THE CONTRACT
WHICH MAY RESULT IN THE CANCELLATION OF THE CONTRACT, AND THE CONTRACT
VENDOR BEING BARRED FROM DOING BUSINESS WITH THE STATE OF ALABAMA FOR
AN INDETERMINATE PERIOD OF TIME.

EACH DELIVERY OF EQUIPMENT MUST INCLUDE: A MINIMUM OF ONE (1) PRINTED

PERCENT OFF LIST

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE:

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
	BRAND: MAHINDRA MODEL: 5555			
4013087 00011	020-89-082901 TRACTOR, PTO 45 HORSEPOWER PER SPECIFICATION 020E01. PERCENTAGE OFF LIST BRAND: KUBOTA MODEL: MX5200F/DT	-22.00 % EA	631094262-01 CAPITAL TRACTOR INC.	NET
4013088 00011	020-89-082901 TRACTOR, PTO 45 HORSEPOWER PER SPECIFICATION 020E01. PERCENTAGE OFF LIST BRAND: JOHN DEERE MODEL: 5065E	-14.85 % EA	631099863-01 SNEAD AG SUPPLY & SERV INC	NET
4013086 00012	020-89-083299 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED UNDER SPECIFICATION TEXT 020E01. PERCENT OFF LIST	-20.40 % EA	630926850-00 COBLENTZ EQUIPMENT & PARTS INC.	NET

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE:

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
4013087 00012	020-89-083299 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED UNDER SPECIFICATION TEXT 020E01. PERCENTAGE OFF LIST	-22.00 % EA	631094262-01 CAPITAL TRACTOR INC.	NET
4013088 00012	020-89-083299 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED UNDER SPECIFICATION TEXT 020E01. PERCENTAGE OFF LIST	-14.85 % EA	631099863-01 SNEAD AG SUPPLY & SERV INC	NET
4013087 00013	020-89-082902 TRACTOR, PTO 50 HORSEPOWER PER SPECIFICATION 020E01. PERCENTAGE OFF LIST BRAND: KUBOTA MODEL: L6060HST	-22.00 % EA	631094262-01 CAPITAL TRACTOR INC.	NET
4013088 00013	020-89-082902 TRACTOR, PTO 50 HORSEPOWER PER SPECIFICATION 020E01. PERCENTAGE OFF LIST	-23.10 % EA	631099863-01 SNEAD AG SUPPLY & SERV INC	NET

Attachment: 10-17-17 - TWO (2) KUBOTA TRACTORS - STATE CONTRACT T222 - CNCL PKT (244-17 : Purchase Two (2) Kubota Tractors-

RESOLUTION NO. 245-17

Purchase Two (2) Zero Turn Mowers - PW / ESG.**RESOLUTION NO. _____**

WHEREAS, the Public Works/ESG Department desires to purchase two (2) Zero Turn 61” Cutting Deck Riding Lawn Mowers utilizing the State of Alabama Contract #T225; and

WHEREAS, Moridge Manufacturing, Inc. is the State Contract Vendor for the Zero Turn 61” Cutting Deck Riding Lawn Mowers; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Moridge Manufacturing, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Moridge Manufacturing, Inc. in the total amount of \$17,691.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

Reg. 18000023

Moridge Manufacturing,
PO Box 810,
Moundridge, KS 67107



IT'S SO MUCH MOWER

Quote

Customer		Misc	
Name	City of Opelika	Date	10/5/2017
Address		Contract No.	4013274 PLS
City	Opelika State AL ZIP	Contract Name	AL State Contract
Fax:	Attention: Jason Sikes	Rep:	Jeff Hammock
Phone:	Email: jsikes@opelika-al.gov	Demo Consultant:	

Qty	Order #	Description	List Price	Bid Price	TOTAL
		Grasshopper Zero Turn Mower			
2	Group: 0013 534177	Model 329B/61RD 29 HP Commercial Turf Engine G ² Hydrostatic Drive	\$11,765.00	\$ 8,597.00	\$ 17,194.00
2	534350	61" DuraMax® Cutting Deck Rear Discharge	\$350.00	\$ 248.50	\$ 497.00

Dealer	
Dealer Name	Price Small Engines
Address	20 Samford Ave Opelika, AL 36801
Phone:	334-742-8011
Contact:	Steve Price

SubTotal	\$ 17,691.00
Set up/Delivery	
Tax	
Trade Allowance	\$0.00
TOTAL	\$ 17,691.00

Make PO to Moridge Mfg. Inc.

PO#	
Signature:	

All Quotes are good for 30 days	
<u>For Additional Information</u>	
Please Contact: Jay Johnson	Fax: 316-462-0593
Phone: 620-345-8621	Email: jjohnson@grasshoppermower.com

www.grasshoppermower.com

Attachment: 10-17-17 - TWO (2) ZERO TURN RIDING LAWN MOWERS - STATE CONTRACT T225 - CNCL PKT (245-17 : Purchase Two (2) Zero



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

13.10.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 012 T2254013274

NOT TO EXCEED AMOUNT:

Begin Date: 05/27/2015

Procurement Folder: 11063

Expiration Date: 05/26/2018

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 05/26/17

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Staars Conversion
5555555555

ISSUER:

Staars Conversion
5555555555

BUYER:

CONTRACT DESCRIPTION

Converted ATC from SNAP. Original Contract Date 2015/06/02

Open the attached pdf to view complete contract details. Buyer Information Buyer ID: crist.watts Buyer Name: Crist Watts Buyer Phone Number: 867-555-5309 Bu

EmailId: crist.watts@purchasing.alabama.gov

Ship To:

ALA DEPT OF TRANSPORTATION PROCUREMENT OFFICE
1409 COLISEUM BLVD.
ROOM B-101
MONTGOMERY AL 36110

Bill To:

Shipping Instructions: 30 DAYS ARO

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049991: Moridge Manufacturing Inc.

PO Box 810

Moundridge KS 67107

Contact:

Brent Dobson
6203458621

Bdobson@Grasshoppermower.Com

COMMODITY / SERVICE INFORMATION

13.10.a

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$8,197.000000	\$0.00			\$0.00	\$0.00

51545091496CNV - DO NOT USE: To be inactivated.
 MOWER, COMMERICAL, ZERO TURN RADIUS;
 MOWER, COMMERICAL, ZERO TURN RADIUS;
 MID-MOUNT MOWER DECK; 50" - 54" CUTTING
 WIDTH; TRUE ZERO TURN RADIUS; GASOLINE
 ENGINE, COMPATIBLE WITH 10% ETHANOL
 FUEL, TWIN CYLINDER ENGINE, INDUSTRIAL/
 COMMERCIAL DESIGN; MINIMUM 22 HP,
 MAXIMUM 27 HP; AUTOMATIC OR HYDROSTATIC
 DRIVE; MINIMUM 6.5 GALLON FUEL TANK;
 MOWER DECK MINIMUM 11-GAUGE REINFORCED
 STEEL; CUTTER DECK TO BE DRIVEN BY SHAFT
 OR PULLEY AND BELT DESIGN; CUTTING
 HEIGHT ADJUSTMENT ELECTRIC OR HYRADULIC;
 MINIMUM BLADE TIP SPEED 16,000FPM; HIGH
 BACK ADJUSTABLE SEAT WITH ARMRESTS;

\$ _____ - _____ = \$ _____
 MSRP DISCOUNT BID PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0		\$0.000000	\$0.00			\$0.00	\$0.00

51545091500CNV - DO NOT USE: To be inactivated.
 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED
 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED
 UNDER SPECIFICATION TEXT:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	EA	\$8,597.000000	\$0.00			\$0.00	\$0.00

51545092705CNV - DO NOT USE: To be inactivated.
 MOWER, COMMERICAL, ZERO TURN RADIUS;
 MOWER, COMMERICAL, ZERO TURN RADIUS;
 MID-MOUNT MOWER DECK, 60" - 62" CUTTING
 WIDTH; TRUE ZERO DEGREE TURN RADIUS;
 GASOLINE ENGINE, COMPATIBLE WITH 10%
 ETHANOL FUEL, TWIN CYLINDER ENGINE,
 INDUSTRIAL/COMMERCIAL DESIGN; MINIMUM
 27 HP, MAXIMUM 34 HP; AUTOMATIC OR
 HYDROSTATIC DRIVE; MINIMUM 7.0 GALLON
 FUEL TANK; MOWER DECK MINIMUM 10-GAUGE
 REINFORCED STEEL WITH MINIMUM 7-GA.
 SKIRTS; CUTTER DECK TO BE DRIVEN BY
 SHAFT OR PULLEY AND BELT DESIGN; CUTTING
 HEIGHT ADJUSTMENT ELECTRIC OR HYDRAULIC
 OPERATED; MINIMUM BLADE TIP SPEED
 16,000FPM; HIGH BACK ADJUSTABLE SEAT
 WITH ARMRESTS;

\$ _____ - _____ = \$ _____
 MSRP DISCOUNT BID PRICE

BRAND: _____ MODEL: _____
 GRASSHOPPER 329-61; DIXIE CHOPPER 2760;
 OR EQUAL ;

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0		\$0.000000	\$0.00			\$0.00	\$0.00

51545091502CNV - DO NOT USE: To be inactivated.
 OPTIONAL EQUIPMENT NOT OTHERWISE LISTED

RESOLUTION NO. 246-17

Purchase-Two (2) AT 308 Sniper Rifles-Sole Source - PD.**RESOLUTION NO. _____**

WHEREAS, the Police Department desires to purchase two (2) AT 308 Sniper Rifles, including accessories; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Mile High Shooting Accessories is the sole vendor for the Sniper Rifles; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Mile High Shooting Accessories.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Mile High Shooting Accessories not to exceed \$15,011.50 as a sole source purchase.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Police Department

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Capt. Edward T. Clark

VENDOR Mile High Shooting Accessories

PRODUCT/SERVICE Al: AT 308 Sniper Rifle

Estimated annual expenditure for the commodity or service \$ 15011.50

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

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

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

DEPARTMENT HEAD SIGNATURE

DEPARTMENT/DIVISION/DATE

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL

(SIGNATURE/DATE)

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE

ACCURACY INTERNATIONAL OF NORTH AMERICA, INC.

RE: Sole Source Letter
February 17, 2017

ATTN: Purchasing Agent

Mile High Shooting Accessories located at 3731 Monarch Street; Erie CO, 80516 is granted sole and exclusive rights to supply Accuracy International products and product support training to local, state and federal law enforcement organizations in the 50 United States. This right is granted by legal agreement by Accuracy International of North America, Inc. located at 3410 Shannon Park Drive, Suite 100; Fredericksburg VA 22408.

In further support of our agreement, Mile High Shooting Accessories is the only authorized independent service center in the United States for Accuracy International products. Adam Rehor of Mile High Shooting Accessories has attended and successfully completed an intensive Accuracy International service and maintenance course for certification as an Accuracy International Armorer at our company headquarters in Portsmouth England. Accuracy International of North America, Inc. is providing full support to Mile High Shooting Accessories with OEM parts, service documentation, and engineering support to ensure high standards of customer service. Mile High Shooting Accessories has invested in extensive machine shop facilities, service and support equipment, trained machinist and skilled personnel to provide the highest level of support possible for Accuracy International products. As a result of the high standards of facilities, personnel, training, and on-hand parts inventory, we have entrusted and authorized Mile High Shooting Accessories to provide armorer's training courses in accordance with Accuracy International training standards, and to issue the Accuracy International certificate of completion for Armorer's training. Mile High Shooting Accessories is the first and only independent organization trained and authorized by Accuracy International to provide service and repair of Accuracy International products and Armorer's Certification courses.

Sincerely,



Scott Seigmund
Vice President
Accuracy International of North America, Inc.

MEMORANDUM

DATE: October 4, 2017

FROM: Captain Ed Clark

PURPOSE: Sole Source Justification

The Opelika Police Department is in dire need of replacing two sniper rifles that are more than twenty-five (25) years old. The current rifles are Remington model 700's which have proven deficiencies with reliability and safety. The current weapon is known to be subject to "accidental discharge" and is part of a "Class Action Lawsuit" filed against Remington and due to the age of the weapons, they are no longer able to be repaired through Remington.

It is our desire to replace these weapons with the Accuracy International model AT 308 rifle. After much research, the Accuracy International AT 308 was chosen. The weapon is commonly used by law enforcement sniper teams world wide. It is endorsed by members of the American Sniper Association because of the superior quality of the weapon. The weapon is also equipped with safety features which allows the shooter to know the condition of the weapon.

The Opelika Police Department SWAT Team snipers need weapons that they can depend on. These weapons are critical to their operations for the safety for the team and members of the public.



Attachment: 10-17-17 - TWO (2) AT 308 SNIPER RIFLES - SOLE SOURCE - CNCL PKT (246-17 : Purchase Two (2) AT 308 Sniper Rifles-Sole

3731 Monarch Street
 Erie, CO 80516
 (303) 255-9999
 orders@milehighshooting.com
 http://milehighshooting.com



PROPOSAL

ADDRESS

Ofc. Daniel Metivier
 Opelika Police Department
 501 S. 10th St.
 Opelika, AL 36801

SHIP TO

Ofc. Daniel Metivier
 Opelika Police Department
 501 S. 10th St.
 Opelika, AL 36801

PROPOSAL # 4337

DATE 10/04/2017

EXPIRATION DATE 12/31/2017

SALES REP

Juan

PRODUCT DESCRIPTION	QTY	RATE	AMOUNT
AI:AT 308:AT RIFLE AT 308 WIN. FOLDER 24" PLAIN BARREL PALE BROWN RIFLE	2	3,778.00	7,556.00
AI:26612 AT High Action Rail with screws.	2	106.38	212.76
AI:26619 AT NV BRACKET (BRACKET ONLY)	2	219.75	439.50
AI:25849 20MOA ACC RAIL FOR AT NV BRACKET	2	52.74	105.48
NIGHTFORCE:C527 NXS 3.5-15X50 ZERO STOP .1 MIL-RADIAN-MIL-R	2	1,680.00	3,360.00
SPUHR:SP-3002 Unimount 30mm 0 MIL/0 MOA Height: 38 mm/ 1.5" Length: 126 mm/ 4.96"	2	369.00	738.00
AI:26674 SIDE RAIL MOUNTING PLATES, AT set of two	2	108.62	217.24
AI:25850PB 140mm / 5.5" ACC RAIL W/ FLUSH CUP *PSR & 2014 ONWARDS*	2	69.22	138.44
TAB GEAR:PRS SLG ELITE COY - NO ATTACH PINNACLE RIFLE SLING ELITE BUCKLES WITH NO ATTACHMENT - COYOTE	2	148.50	297.00
DANIEL DEFENSE:DD-0006 (FC Attachment) HD PUSH BUTTON QUICK DETACH SLING Attachment	4	12.00	48.00
MISC Eberlestock Gunslinger II - Coyote Brown	2	296.00	592.00
ATLAS:BT10 NC/BT19 ATLAS BIPOD (NO CLAMP) W/ SPIGOT ADAPTER (AI/AICS)	2	289.90	579.80
SERVICE WORK THREAD 24" BARRELS TO 5/8X24 WITH THREAD PROTECTOR	2	150.00	300.00
AI:AI MAGS:0726 MAGAZINE AW 7.62/308 (10 SHOT)	4	69.32	277.28

MILE HIGH SHOOTING ACCESSORIES
 A MILE ABOVE THE REST

SUBTOTAL	14,861.50
SHIPPING	150.00
TOTAL	\$15,011.50

Accepted By

Accepted Date

Attachment: 10-17-17 - TWO (2) AT 308 SNIPER RIFLES - SOLE SOURCE - CNCL PKT (246-17 : Purchase Two (2) AT 308 Sniper Rifles-Sole

RESOLUTION NO. 247-17

Purchase Ninety (90) Cases of Practice 9MM Ammunition - PD**RESOLUTION NO. _____**

WHEREAS, the Police Department desires to purchase ninety (90) Cases of Practice 9mm Ammunition to use in training and annual qualification purposes utilizing the State of Alabama Contract #T208; and

WHEREAS, Gulf States Distributors is the State Contract Vendor for the Practice Ammunition; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Gulf States Distributors utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Gulf States Distributors in the total amount of \$21,060.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

C.E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0144234

Order Date: 10/4/2017

Salesperson: 0010

Customer Number: OPELPD

Sold To:

Opelika Police Department
P.O. Box 2485
Accounts Payable
Opelika, AL 36801

Ship To:

Opelika Police Department
501 10th Street South
Opelika, AL 36801

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms			
	0		Net 20 days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
FEDAE9FP	CASE	90.00	0.00	0.00	234.00	21 00
AE9FP 9mm 147gr FMJ			Whse: 000	DropShip: N		

Net Order: 21 00
Less Discount: 00 00
Freight: 00 00
Sales Tax: 00 00
Order Total: 21 00

Attachment: 10-17-17 - NINETY (90) CASES OF PRACTICE 9MM AMMUNITION - STATE CONTRACT #T208 - CNCL PKT (247-17 : Purchase-



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

13.12.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T2084012628

NOT TO EXCEED AMOUNT:

Begin Date: 06/23/2013

Procurement Folder: 11742

Expiration Date: 06/22/2018

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 05/11/17

Version Number: 3

CONTACT INFORMATION

REQUESTOR:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

ISSUER:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

BUYER:

CONTRACT DESCRIPTION

Converted STC from SNAP. Original Contract Date 2013/06/18

Open the attached pdf to view complete contract details. Buyer Information Buyer ID: jennifer.loretz Buyer Name: Jennifer Loretz Buyer Phone Number: 867-555-5309 Buyer Email: jennifer.loretz@purchasing.alabama.gov

Ship To:

Bill To:

Shipping Instructions: 160-220 DAYS ARO SNAP Location code is R1-
STATEWIDE

REASON FOR MODIFICATION

Contract Renewed.

VENDOR INFORMATION

Name /Address:

VC000053915: Gulf States Distributors Inc

6000 East Shirley Lane

Montgomery AL 36117

Contact:

Theresa Floyd

3342712010

Sales@Gulfstatesdist.Com

COMMODITY / SERVICE INFORMATION

13.12.a

AMMUNITION, SMALL ARMS, 40 S&W, 180 GR.,
HYDRA-SHOK HOLLOW POINT, LEAD POST IN
CENTER, NICKLE CASE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	CASE	\$349.000000	\$0.00			\$0.00	\$0.00

68004066584CNV - DO NOT USE: To be inactivated.
AMMUNITION, SMALL ARMS 308 WIN. 168 GR.
AMMUNITION, SMALL ARMS 308 WIN. 168 GR.,
BOAT-TAIL HOLLOW POINT (MATCH)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	CASE	\$362.000000	\$0.00			\$0.00	\$0.00

68004076440CNV - DO NOT USE: To be inactivated.
AMMUNITION, SMALL ARMS .40 S&W 155 GRAIN
AMMUNITION, SMALL ARMS, .40 S&W, 155 GR,
HYDRA-SHOK HOLLOW POINT, LEAD POST IN
CENTER, VELOCITY 1140 FPS (+/- 50 FPS)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	CASE	\$239.000000	\$0.00			\$0.00	\$0.00

68004076442CNV - DO NOT USE: To be inactivated.
AMMUNITION, SMALL ARMS .40 S&W 180 GRAIN
AMMUNITION, SMALL ARMS, .40 S&W,
180 GRAIN, FULL METAL JACKET ROUND NOSE,
VELOCITY 985 FPS (+/- 50 FPS)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	CASE	\$234.000000	\$0.00			\$0.00	\$0.00

68004076443CNV - DO NOT USE: To be inactivated.
AMMUNITION, SMALL ARMS 9MM 147 GRAIN
AMMUNITION, SMALL ARMS 9MM 147 GR, FULL
METAL JACKET TRUNCATED CONE, FLAT POINT
BULLET, VELOCITY 950 FPS (+/- 50 FPS)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	CASE	\$219.000000	\$0.00			\$0.00	\$0.00

68004076445CNV - DO NOT USE: To be inactivated.
AMMUNITION, SMALL ARMS 9MM 115 GRAIN
AMMUNITION, SMALL ARMS, 9MM, 115 GRAIN,
JACKETED HOLLOW POINT +P+ VELOCITY,
MUZZLE VELOCITY 1300 FPS (+/- 50 FPS)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	CASE	\$385.000000	\$0.00			\$0.00	\$0.00

68004084000CNV - DO NOT USE: To be inactivated.
AMMUNITION SMALL ARMS, .40, 135 GR JSP
AMMUNITION SMALL ARMS, .40, 125 GR, JSP,
BALLISTIC CLEAN (NON-TOXIC) TRAINING
LOAD.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	CASE	\$373.000000	\$0.00			\$0.00	\$0.00

68004084003CNV - DO NOT USE: To be inactivated.
AMMUNITION SMALL ARMS, 9MM, 135 GR
AMMUNITION, SMALL ARMS, 9MM, 135 GR.,
TACTICAL BONDED HOLLOW POINT

Final

Attachment: 10-17-17 - NINETY (90) CASES OF PRACTICE 9MM AMMUNITION - STATE CONTRACT #T208 - CNCL PKT (247-17 : Purchase-

RESOLUTION NO. 248-17

Purchase-Five (5) Chevy Tahoes - PD.**RESOLUTION NO.** _____

WHEREAS, the Police Department desires to purchase five (5) 2018 Chevrolet Tahoes with certain options utilizing the State of Alabama Contract #T191L; and

WHEREAS, Donohoo Chevrolet is the State Contract Vendor for the 2018 Chevrolet Tahoes; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Donohoo Chevrolet utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Donohoo Chevrolet in the total amount of \$156,452.30.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

Prepared For:
 SHANE HEALY
 CITY OF OPELIKA
 204 S 7TH STREET
 OPELKA, AL
 Phone: (334) 705-5241
 Email: shealy@oplikaal.com

Prepared By:
 Lisa Curtner
 Donohoo Chevrolet
 Fort Payne, AL 35967
 Phone: (256) 273-0892
 Fax: (256) 845-6974
 Email:
 lcurtner@donohoochevrolet.com

(S) 2018 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706
SELECTED MODEL & OPTIONS

SELECTED MODEL - 2018 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
CC15706	2018 Chevrolet Tahoe 2WD 4dr Commercial	

SELECTED VEHICLE COLORS - 2018 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>Code</u>	<u>Description</u>
-	Interior: Jet Black
-	Exterior 1: Summit White
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2018 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
SUSPENSION PKG		
Z56	SUSPENSION PACKAGE, HEAVY-DUTY, POLICE-RATED front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	INC
EMISSIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
ENGINE		
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
TRANSMISSION		
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)	\$0.00
AXLE		
GU4	REAR AXLE, 3.08 RATIO (Not available with (NHT) Max Trailering Package.)	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 508.0, Data updated 9/12/2017
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Customer File:

October 11, 2017 4:49:25 PM

Page 1

Prepared For:
 SHANE HEALY
 CITY OF OPELIKA
 204 S 7TH STREET
 OPELIKA, AL
 Phone: (334) 705-5241
 Email: shealy@oplikaal.com

Prepared By:
 Lisa Curtner
 Donohoo Chevrolet
 Fort Payne, AL 35967
 Phone: (256) 273-0892
 Fax: (256) 845-6974
 Email:
 lcurtner@donohoochevrolet.com

2018 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>CATEGORY</u>		<u>Code</u>	<u>Description</u>	<u>Invoice</u>
PREFERRED EQUIPMENT GROUP				
	1FL		COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment	\$0.00
WHEEL TYPE				
	RAP		WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK (Included and only available with (9C1) Police Vehicle.)	INC
TIRES				
	QAR		TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle.)	INC
SPARE TIRE				
	ZAK		TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle.)	INC
PAINT SCHEME				
	ZY1		PAINT SCHEME, SOLID APPLICATION	\$0.00
PAINT				
	GAZ		SUMMIT WHITE	\$0.00
SEAT TYPE				
	AZ3		SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.) (STD)	\$0.00
SEAT TRIM				
	HOU		JET BLACK, CLOTH SEAT TRIM	\$0.00
RADIO				

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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 Customer File:

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Page 2

Prepared For:
 SHANE HEALY
 CITY OF OPELIKA
 204 S 7TH STREET
 OPELKA, AL
 Phone: (334) 705-5241
 Email: shealy@oplikaal.com

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2018 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
RADIO		
IO5	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 8" DIAGONAL COLOR TOUCH-SCREEN AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	\$0.00
GVWR		
C5U	GVWR, 6800 LBS. (3084 KG) (2WD model only. Included and only available with (9C1) Police Vehicle.)	INC
ADDITIONAL EQUIPMENT		
9C1	IDENTIFIER FOR PPV includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (UN9) radio suppression package, (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (QAR) P265/60R17 all-season, v-rated tires, (ZAK) P265/60R17 all-season, V-rated spare tire, Police brakes, (NZZ) underbody shield, (RAP) Black steel wheels w/bolt on center caps, Certified speedometer, delete roof rails, (ATD) third row seat delete, (NQH) active 2-speed transfer case (4WD only). *CREDIT*	INC
—	CAPLESS FUEL FILL (Included and only available with (9C1) Police Vehicle only.)	INC
NZZ	SKID PLATE PACKAGE with (9C1) Police Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires a Fleet or Government sales order type. Included and only available with (9C1) Police Vehicle.)	INC
K4B	BATTERY, AUXILIARY, 730 CCA	INC

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2018 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
ADDITIONAL EQUIPMENT		
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle only.)	INC
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only.)	INC
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only.)	INC
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle only.)	INC
RM7	WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)	INC
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle only.)	INC
7X6	SPOTLAMP, LEFT-HAND (Requires (9C1) Police Vehicle. Not available with (7X7) left and right-hand spotlamps.)	\$445.90
—	EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle only.)	INC
—	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle only.)	INC
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle.)	INC
ATD	SEAT DELETE, THIRD ROW PASSENGER (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle.) *CREDIT*	INC
—	INSTRUMENTATION, ANALOG with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only.)	INC

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2018 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
ADDITIONAL EQUIPMENT		
6N6	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE (doors can only be opened from outside) (Requires (9C1) Police Vehicle.)	\$53.69
—	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle only.)	INC
6N5	SWITCHES, REAR WINDOW INOPERATIVE (rear windows can only operate from driver's position) (Requires (9C1) Police Vehicle.)	\$51.87
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle only.)	INC
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle.)	INC
—	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING POSITIONS (Included and only available with (9C1) Police Vehicle.)	INC
SHIP THRU CODES		
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly	INC
SPECIAL EQUIPMENT OPTIONS		
5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS Provides vinyl second and third row seats and cloth front seats (Requires interior trim (HOU) Jet Black and RPO (AZ3) front 40/20/40 split-bench seat.)	\$0.00
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRIM Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (HOU) Jet Black cloth.)	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2018 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
OPTIONS TOTAL		

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Model Code - T191L

CC15706

Trim

9C1 2WD

State Bid Tahoe PPV 2WD

\$

30,739.00

Trim Option Upgrade Add

\$

-

Options Price Difference

\$

551.46

BluePrint Light Package

Total Price *per unit*

\$

31,290.46

$$\$31,290.46 \times 5 = (\text{Total}) \$156,452.30$$



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification**

CONTRACT INFORMATION**MASTER AGREEMENT NUMBER:** MA 999 16000000004**NOT TO EXCEED AMOUNT:**

Begin Date: 11/16/2015

Procurement Folder: 4411

Expiration Date: 11/15/2017

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 09/19/16

Version Number: 7

CONTACT INFORMATION**REQUESTOR:**

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

T191L - Vehicles & Motorcycles - Law Enforcement

Ship To:

Bill To:

REASON FOR MODIFICATION**VENDOR INFORMATION****Name /Address:**

VC000049701: Donohoo Chevrolet

1000 Greenhill Blvd Nw

Fort Payne AL 35967

Contact:

Chad Johnson

2568453525 EXT: 1

Cjohnson@Donohoochevrolet.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$24,996.000000	\$0.00			\$0.00	\$0.00
07006310000 - SEDAN, FULL AND MID SIZE, POLICE ADMIN. SEDAN, FULL&MID SIZE, POLICE ADMIN. Chevrolet Caprice Vehicle, Full-Size Sedan, Law Enforcement, Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Caprice								
2	0	EA	\$18,996.000000	\$0.00			\$0.00	\$0.00
07006310000 - SEDAN, FULL AND MID SIZE, POLICE ADMIN. SEDAN, FULL AND MID SIZE, POLICE ADMIN. Chevrolet Impala Vehicle, Full-Size Sedan, Law Enforcement, Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Impala								
3	0	EA	\$37,688.000000	\$0.00			\$0.00	\$0.00
07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE VEHICLES, UTILITY, TWO&FOUR WHEEL DRIVE Chevrolet Suburban Vehicle, Full-Size SUV, Law Enforcement (Severe Service, Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Suburban								
4	0	EA	\$30,739.000000	\$0.00			\$0.00	\$0.00
07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE VEHICLES, UTILITY, TWO&FOUR WHEEL DR Chevrolet Tahoe PPV Vehicle, Full-Size SUV, Law Enforcement, 2-Wheel Drive (Patrol Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Tahoe PPV								
5	0	EA	\$32,969.000000	\$0.00			\$0.00	\$0.00
07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE VEHICLES, UTILITY, TWO&FOUR WHEEL DR, Chevrolet Tahoe SSV Vehicle, Full-Size SUV, Law Enforcement, 4-Wheel Drive (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Tahoe SSV								
6	0	EA	\$18,876.000000	\$0.00			\$0.00	\$0.00
07048550000 - TRUCKS, PICKUP, 1/2 TON TRUCKS, PICKUP, 1/2 TON, Chevrolet Silverado 1500 Vehicle, Full-Size Truck, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Silverado 1500								
7	0	EA	\$23,386.000000	\$0.00			\$0.00	\$0.00
07093290000 - VANS, PASSENGER VANS, PASSENGER, Chevrolet Express Vehicle, Transport Van, Minimum 12-Passenger Capacity, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Express								
8	0		\$0.000000	\$0.00			\$0.00	\$0.00
06066200000 - MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES								
9	0		\$0.000000	\$0.00			\$0.00	\$0.00

RESOLUTION NO. 249-17

Purchase-Nine (9) Scott Safety AP75 Air Pack Upgrade Kits - FD.**RESOLUTION NO. _____**

WHEREAS, the Fire Department desires to purchase nine (9) Scott Safety AP75 Air Pack Upgrade Kits from 2007 standards to the current 2013 standards; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Emergency Equipment Professionals Inc. is the sole source vendor for the Scott Safety AP75 Air Pack Upgrade Kits; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Emergency Equipment Professionals Inc.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Emergency Equipment Professionals Inc. not to exceed \$24,966.00 as a sole source purchase.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Fire Dept

REQUISITION NUMBER 18000137

NAME OF REQUESTING EMPLOYEE Byron Prather

VENDOR Emergency Equipment Professionals Inc.

PRODUCT/SERVICE Scott Air Pack 2013 Upgrade Kit

Estimated annual expenditure for the commodity or service \$ 24,966.00

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

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

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

DEPARTMENT HEAD SIGNATURE

Byron Bratke *GB*

DEPARTMENT/DIVISION/DATE

10-9-17

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE)

L. L. Fay 10-10-17

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE



Emergency Equipment Professionals, Inc.

31 Monroe Drive.

Pelham, AL 35124

Phone: 205.685.8200 Toll Free 866.685.8201

Fax: 205.685.8282 Email: info@eeproinc.com

TO: City of Opelika, AL

Emergency Equipment Professionals, Inc. is the only Scott Safety Fire Service product distributor with a physical location in the State of Alabama. EEP is also the only distributor in the state with a service facility and in state service technicians.

Should any further information be needed please contact me at any time. Thank you for your interest in EEP.

Sincerely,

Peter Holden

Peter Holden

Territory Manager

Emergency Equipment Professionals, Inc.

609 Lockwood Street

Auburn, AL 36830

pholden@eeproinc.com

(205) 617-5003 Cell

(334) 209-1816 Fax



www.eeproinc.com





1st Responder Products

31 Monroe Dr. Pelham, Al. 35124

P.O.B 1739 SOUTHAVEN MS 38671

QUOTE: y

PURCHASE: ☐

SALES OFFICE- MS.

Phone: 662-280-4729

Fax: 662-342-7251

Toll Free: 855-337-7647

SALES OFFICE- AL.

Phone: 205-685-8200

Fax: 205-685-8282

Toll Free: 866-685-8201

<u>BILL TO:</u> Opelika FD		<u>SHIP TO:</u>	
Telephone: _____		ATTN: _____	
Fax: _____			
Email: _____			

Salesperson:

Date:

Cust. P.O. No.

Ship Date:

Peter Holden

9/21/2017

Ship Complete: Y / N

Ship Via:

S.O. No.:

Payment	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

Packet Pg. 233

RESOLUTION NO. 250-17

Purchase Two (2) 2018 Ford F150 Super Cab Trucks - FD.

RESOLUTION NO. _____

WHEREAS, the Fire Department desires to purchase two (2) 2018 Ford F150 Super Cab Trucks with certain options utilizing the State of Alabama Contract #T191A; and

WHEREAS, Stivers Ford Lincoln is the State Contract Vendor for the 2018 Ford F150 Super Cab Trucks; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Stivers Ford Lincoln utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stivers Ford Lincoln in the total amount of \$50,252.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2018 FORD F150 SUPERCAB 4x2 PICKUP -- STATE CONTRACT T191A

CONTRACT NUMBER: MA999 16000000008

LINE NUMBER: 8 (T191A)

CONTRACT AMOUNT: \$19,682

MODEL SERIES

X1C

ORDER CODE

100A

INCLUDES: 3.3L V6 290 Horsepower FFV Engine, 6 Spd Auto, 4x2, 145" Wheelbase, 6.5' Box, Rear View Camera,
 4 Wheel Disc Brakes w/ ABS, Tilt Wheel, Air Conditioning, Vinyl Flooring, 245/70R17 AS
 AM/FM Radio, Cloth 40/20/40 Seat, Air Bags-Front & Safety Canopy Side Curtain Airbags
 Auto Start Technology; **NOTE** -- 3.3L Engine n/a with 163" wheelbase

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191A)

\$ 19,682

STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 1:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;
 Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control

\$ 2,255

53A Trailer Tow Package - includes 4-pin/7-pin wiring harness; & Class IV Receiver Hitch - Incl. Backup Assist

\$ 995

86A Appearance Package - 17" Silver painted Aluminum Wheels; Chrome Front & Rear Bumpers; Fog Lamps

\$ 775

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner - Drop In (6-1/2")

\$ 199

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:\$ 24,594 ☐

STATE CONTRACT PRICE (T191A)

\$ 19,682

STIVERS PREMIUM VALUE PACKAGE - PACKAGE # 2:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;
 Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; and Cruise Control

\$ 2,255

53A Trailer Tow Package - includes 4-pin/7-pin wiring harness; & Class IV Receiver Hitch - incl. Backup Assist

\$ 995

LED 4 Corner LED Strobe Lights

\$ ~~539~~ 23.08

BL6 Bed Liner - Drop In (6-1/2")

\$ ~~199~~

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:\$ 23,819 ☒

STATE CONTRACT PRICE (T191A)

\$ 19,682

STIVERS VALUE PACKAGE:

100A Standard Equipment

Incl

53A Trailer Tow Package

\$ 595

85A Power Windows, Mirrors, Door Locks & Tail Gate Lock

\$ 1,170

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner - Drop In (6-1/2")

\$ 199

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:\$ 22,334 ☐DRIVE TRAIN OPTIONS:

99B 3.3L V6 -- 290 Horsepower -w/ 6 speed Automatic

STD

XL6 - 3.73 Electronic Locking Axle

\$ 570 ☐

995 5.0L V8 -- 385 Horsepower - w/ 10 speed Automatic

\$ 1,995 ☒

XL3 - 3.31 Electronic-Locking Axle

\$ 420 ☐

99G 3.5L V6 Ecoboost - 375 Horsepower - w/ 10 speed Automatic

\$ 2,595 ☐

XL9 - 3.55 Electronic Locking Axle

\$ 470 ☐

98G CNG/Propane Prep Package - req's: 5.0L Engine (code 995) at extra cost

\$ 315 ☐

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

OPTIONS

WHEELBASE OPTION:

163 Wheelbase - 8' Bed - Requires - 5.0L V8 or 3.5L V6 at extra cost \$ 1,305 ☐

EQUIPMENT PACKAGES:

300A XLT Package - Includes Chrome Front & Rear Bumpers; Fog Lamps; Chrome Grille; SYNC Power Windows, Door Locks, Mirrors & Tailgate; Rear-Window Privacy Glass; Carpet; Factory Console; AM/FM Single CD w/ 6 speakers & one (1) USB Port \$ 4,915 ☐

STIVERS STX UPGRADE PACKAGE:

STXU STX Upgrade Package:

61S STX- SYNC3 Enhanced Voice Recognition Communications; 275/55R20 AS Tires; 20" Machined Aluminum Wheels; Body Color Grille Surround w/ Black Insert, Front Facia, Front & Rear Bumpers; Rear Window Defrosters; Fog Lamps; Privacy Glass; Sport Cloth 40/Console/40 Seats (code JG) \$ 1,995

101A Trim Package (see 101A in Package 1 & 2 above for description of content) \$ 2,255

JG Unique Sport Cloth 40/ Console /40 Seat NC

861 XL Sport Appearance Pkg. \$ 775

995 5.0L V8 Engine w/ 10 Speed Transmission \$ 1,995

PACKAGE TOTAL \$ 7,020 ☐

66S SSV - Severe Service Package - includes: 240 amp. Alternator; Cloth 40/ blank /40 front seat Req's: 5.0L V8 (code 99B) or 3.5L V6 (code 99G) at extra cost; Cloth 40/ blank /40 (code SG) AT N/C \$ 50 ☒

EXTERIOR COLOR OPTIONS -- Colors are NC:

N1 Blue Jean Metallic ☐

PQ Race Red ☐

G1 Shadow Black ☐

J7 Magnetic Metallic ☐

N6 Lightning Blue Metallic ☐

D1 Stone Gray Metallic ☐

UX Ingot Silver Metallic ☐

YZ Oxford White ☒



INTERIOR OPTIONS:

CG Cloth 40/ 20 /40 Front & Rear Seat - Medium Earth Gray Std

AG Vinyl 40/ 20 /40 Front & Rear Seat - Dark Earth Gray NC

WG Cloth 40/ Console /40 Front Seat w/ Flow Thru Console - Medium Earth Gray \$ 295

SG Cloth 40/ Blank /40 Front Seat - Medium Earth Gray / Rear Seat Vinyl (SSV Pkg only) NC

JG Unique Sport Cloth 40/ Console /40 Front Seat w/ Flow Thru Console - Black Earth Gray (STX only) NC

OPTIONS:

52P SYNC - req's Cruise Control (code 50S) at extra cost \$ 420

50S Cruise Control \$ 225

58B AM/FM Single CD Radio \$ 290

53A Trailer Tow Package (w/ 100A Package only) \$ 595

54T Trailer Tow Mirrors-Manual \$ 140

67T Trailer Brake Controller \$ 275

18B Running Boards-Black Platform \$ 250

655 Fuel Tank-36 gal. \$ 445

86A Appearance Package - 17" Silver Painted Aluminum Wheels; Chrome Front & Rear Bumpers; Fog Lamps \$ 775

861 Sports Appearance Pkg - Includes Body Color Facia & Bumpers; Fog Lamps; 17" Silver Painted Alum. Wheels \$ 775

85H Back-up Alarm \$ 125

91V Power Inverter - 100Volt / 400 Watt \$ 200

STIVERS FORD PACKAGES:

LED 4 Corner LED Strobe Lights \$ 539

TB1 Tool Box - Deep Well (18") \$ 349

TB2 Tool Box - Standard (15") \$ 299

BL6 Bed Liner - Drop In (6-1/2") \$ 199

BL9 Bed Liner - Drop In (8") \$ 219

SL1 Spray-in Bed Liner (6-1/2" bed) \$ 489

SL2 Spray-in Bed Liner (8" bed) \$ 549

TON Tonneau Cover \$ 1,469

CAM Camper Shell \$ 1,682

TG Tommygate 2000 lb. Liftgate \$ 2,863

BS Bed Slide \$ 1,329

BG Brush Guard w/ Wraps over Headlamps - Warn Winch 12,000 lbs. \$ 2,349

LEG Legends Light Bar w/ toggle switch \$ 1,023

334-613-5000
 334-613-5018 fax

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

LIGHTING AND OTHER UNIQUE OPTIONS

LAW ENFORCEMENT LIGHTING AND UPFIT PACKAGES:

VAL	<u>Valor Light Bar Package:</u> Includes: Valor 51" Light Bar; SSP2000B Smart Siren Controller; Siren Speaker; Console Cup Holder & Arm Rest	\$ 4,624	☐
INT	<u>Integrity Light Bar Package:</u> Includes: Integrity 51" Light Bar; SSP2000B Smart Siren Controller; Siren Speaker; Console Cup Holder & Arm Rest	\$ 3,674	☐
SLI	<u>Inside Windshield / Rear Glass Lighting Package (Slick Top):</u> Includes: SpectraLux ILS Low Profile Front Windshield Light Bar, SignalMaster (8 head-mounted on the rear window); SSP2000B Smart Siren Controller; Console; Cup Holder; & Arm Rest	\$ 4,312	☐
BLP	<u>Base Lighting Package:</u> Includes: Four Corner (headlamp/taillamp) LEDs (w/ in-line flasher); MicroPulse MPS600U-BB 6-LED head (blue/blue) mounted inside side rear windows; MicroPulse MPS300U-B (blue) mounted beside rear license plate; two (2) MicroPulse MPS650-BB (blue) LEDs mounted in the Grille.	\$ 1,635	☐
PBB	<u>Push Bumper Package:</u> Includes: Push Bumper; two (2) MicroPulse MPS600U-BB (blue) mounted on side of push bar	\$ 886	☐
CSR	<u>Jotto Console Package:</u> Includes: Contour Console; Dual Cup Holders; Adjustable Arm Rest; Floor Plate; Face Plate for Federal Signal Controller SSP2000B	\$ 784	☐
	<u>Prisoner Cage, Window Barriers & Misc.:</u>		
FC	Cage w/ Poly Screen - Behind Front Row Seats	\$ 914	☐
LP	Lower Panel Protection (between Floor & Cage)	\$ 207	☐
CSM	Computer Laptop Stand-mounted on side of Console	\$ 558	☐
PBW	Push Bumper Wing Set (Headlamp Wrap)	\$ 294	☐
GSR	Gun Rack	call	☐

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

\$ ☐
\$ 25,126.

TOTAL VEHICLE (Required)

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

Dyann R. Smith

DATE: (Required)

OCTOBER 10, 2017

PURCHASE ORDER NUMBER: (Required)

Quantity:

2

\$52,52.00



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification**

CONTRACT INFORMATION**MASTER AGREEMENT NUMBER:** MA 999 16000000008**NOT TO EXCEED AMOUNT:**

Begin Date: 11/17/2015

Procurement Folder: 4404

Expiration Date: 11/15/2017

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 09/27/16

Version Number: 6

CONTACT INFORMATION**REQUESTOR:**

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

BUYER:**CONTRACT DESCRIPTION**

T191A - VEHICLES, ALTERNATIVE FUEL-E85

Ship To:

Bill To:

REASON FOR MODIFICATION**VENDOR INFORMATION****Name /Address:**

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$20,244.000000	\$0.00			\$0.00	\$0.00
07006530000 - AUTOMOBILES, FULL SIZE, 4 DOOR SEDAN, ALTERNATIVE FUELED OEM AUTOMOBILES, AF, FULL SIZE, 4 DOOR SEDAN, FORD TAURUS VEHICLE, FULL-SIZE SEDAN, FRONT-WHEELDRIVE, ALTERNATIVE FUELWHEELBASE: 110" MINIMUMENGINE: V6 ONLY4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: <u>FORD</u> MODEL: <u>TAURUS</u>								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$23,989.000000	\$0.00			\$0.00	\$0.00
07042780000 - UTILITY VEHICLE, PASSENGER, 2 WHEEL DRIVE, GAS/ETHANOL (FLEX UTILITY VEHICLE, PASSENGER, 2 WHEEL DRIVE, FORD EXPLORER VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,2-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: <u>Ford</u> MODEL: <u>Explorer</u>								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$25,787.000000	\$0.00			\$0.00	\$0.00
07042780000 - UTILITY VEHICLE, PASSENGER, 2 WHEEL DRIVE, GAS/ETHANOL (FLEX UTILITY VEHICLE, PASSENGER, 4 WHEEL DRIVE, FORD EXPLORER VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,4-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: <u>Ford</u> MODEL: <u>Explorer</u>								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$17,709.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, REG. CAB 4X2 FORD F-150 VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, REGULAR CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: <u>Ford</u> MODEL: <u>F-150</u>								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$20,599.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, REG. CAB 4X4 FORD F-150 VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, REGULAR CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: <u>FORD</u> MODEL: <u>F-150</u>								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$21,851.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, CREW CAB 4X2 FORD F-150 VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, CREW CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: <u>Ford</u> MODEL: <u>F-150</u>								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$24,936.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, CREW CAB 4X4 FORD F-150 VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, CREW CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: <u>FORD</u> MODEL: <u>F-150</u>								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$19,682.000000	\$0.00			\$0.00	\$0.00
07048740000 - TRUCKS, PICKUP, ALTERNATIVE FUELED OEM VEHICLE, LPG/GASOLINE TRUCKS, PICKUP, GVRW 4900, EXTENDED CAB 4X2 FORD F-150								

RESOLUTION NO. 251-17

Purchase ESRI GIS Licensing 3-YR Contract - IT**RESOLUTION NO. _____**

WHEREAS, the City of Opelika has previously entered into the ESRI Small Municipal and County Government Enterprise License Agreement; and

WHEREAS, the City of Opelika wishes to continue to use ESRI GIS software; and

WHEREAS, this agreement is valid for three (3) years, renewable each year; and

WHEREAS, this agreement covers all City departments that use GIS; and

WHEREAS, this is a budgeted purchase from within the current IT budget;

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

1. That the agreement be renewed with ESRI.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to ESRI in the amount of \$120,900.00.

· ESRI Population 25,001 to 50,000 Small Government Term Enterprise License:

o Year 1	\$ 40,300.00
o Year 2	\$ 40,300.00
o Year 3	\$ 40,300.00
TOTAL	\$ 120,900.00

3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to execute all documents pertaining to this purchase.

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

C.E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer



August 11, 2017

Mr. Tony J Aycock
City of Opelika
204 7th St S
Opelika, AL 36801

Dear Tony J,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a **three-year agreement** that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Christie Thiem
cthiem@esri.com
(704) 541-9810 x8638



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 08/11/2017 To: 11/09/2017

Quotation # 20513076

Date: August 11, 2017

Customer # 4260 Contract #

City of Opelika
Information Technologies Dept
204 7th St S
Opelika, AL 36801

ATTENTION: Tony J Aycock
PHONE: (334) 705-5144
FAX: 334-705-5149

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement 2017 Payment	35,000.00	35,000.00
116998	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 30 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 10 Days per Annum Instructor Led Training 2017 Payemnt	5,300.00	5,300.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement 2018 Payment	35,000.00	35,000.00
116998	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 30 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 10 Days per Annum Instructor Led Training 2018 Payment	5,300.00	5,300.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement 2019 Payment	35,000.00	35,000.00
116998	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 30 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 10 Days per Annum Instructor Led Training 2019 Payment	5,300.00	5,300.00
Item Total:				120,900.00
Subtotal:				120,900.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$120,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Christie Thiem

Email: cthiem@esri.com

Phone: (704) 541-9810 x8638

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-2)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Advanced Single Use Licenses
 100 Level 1 ArcGIS Online Named Users
 100 Level 2 ArcGIS Online Named Users
 17,500 ArcGIS Online Service Credits
 100 Level 1 ArcGIS Enterprise Named Users
 100 Level 2 ArcGIS Enterprise Named Users
 3 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

** Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



TRAINING TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Training Agreement ("**Agreement**") is between you (hereinafter "**Client**") and **Environmental Systems Research Institute, Inc. ("Esri")**. Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

This Agreement allows Esri to conduct training courses and provide training-related services to Client who wishes to obtain training in the use of Esri GIS software. Both parties agree to the terms and conditions contained below.

ARTICLE 1—DEFINITIONS

- a. "**Client-Supplied Training Data**" means any digital dataset(s) including, but not limited to, geographic, vector data, coordinates, raster, or associated tabular attributes supplied by Client for use in training.
- b. "**Esri Mobile Lab**" means Esri hardware shipped to domestic US Client site training events, if Client does not have the required hardware to host a scheduled training event, consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches.
- c. "**Esri Training Event Assistant**" means Client's primary Esri liaison in organizing Client site and private training events.
- d. "**Student**" means a registered participant for a specific training course, Client coaching services, or training-related services.
- e. "**Training Materials**" means digital or print content required to complete a course, which may include, but are not limited to, workbooks, data, concepts, exercises, and exams.

ARTICLE 2—TRAINING DESCRIPTION

- 2.1 Instructor-led training and Client coaching services are offered by Esri in the use of Esri's GIS Software.
 - a. Instructor-led training is offered online in a cloud-based environment, at a Client site, or at an Esri learning center. Course information, location, dates, number of maximum participants, and registration requirements are located in the Esri training catalog (<http://training.esri.com>). Courses are conducted in close conformance with the course description outlined in the Esri training catalog and are subject to change due to limitations or constraints including, but not limited to, technical capabilities, and Client's needs.
 - b. Client coaching services are available for Client to enhance the learning experience by providing extra time to review and practice course concepts with an instructor's on-site guidance.

ARTICLE 3—ESRI'S RESPONSIBILITIES

- 3.1 Esri will
 - a. Provide training in a manner consistent with the technical and professional standards of the industry.
 - b. Provide an instructor qualified to conduct the training course(s), Client coaching services, or training-related services.
 - c. Provide all necessary Training Materials for Student.
 - d. Confirm class approximately ten (10) business days prior to the scheduled start date. Client site and private classes confirmation is dependent on receipt of the completed Client site training request form and intended method of payment.

ARTICLE 4—CLIENT'S RESPONSIBILITIES

- 4.1 Client will
 - a. Ensure all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Student[s] will not be permitted to view or participate in an online classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Student[s].

- b. Confirm all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- c. Submit registrations with a confirmed payment commitment at least seven (7) business days prior to the scheduled start date. Registrations submitted without payment commitment will not be a guaranteed reservation and will be added to a wait list pending payment confirmation. All wait list reservations are subject to availability.
- d. Submit to the Esri Training Event Assistant a list of the names and e-mail addresses of Student[s] who are to attend a Client site or private training event at least three (3) business days before the scheduled start date. Subject to compliance with Article 14 Export Control Regulations, any Student who is a resident of a US embargoed country or is found on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists will not be permitted to attend the training event.
- e. Be responsible for all Student travel arrangements and agrees that Esri is not responsible for losses from nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations.
- f. Complete and submit an Esri Client site training request form, if applicable, and ensure that the class environment adheres to the requirements for Esri Training as found online at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- g. Ensure Student use of Training Materials provided by Esri complies with the terms of this Agreement.
- h. Assume full responsibility for Student attending training course(s) under this Agreement. Client agrees to indemnify Esri, its officers, directors, and employees for any and all claims, liabilities, and expenses (including reasonable legal fees) arising out of or based on any uncured material breach by Student of the terms and conditions of this Agreement.
- i. Ensure Student does not use audio and/or video recording equipment within the classroom without prior written approval from Esri.

4.2 If the Esri Mobile Lab is used, Client will

- a. Immediately report any existing damage to Esri Mobile Lab equipment to Training Event Assistant, upon receipt of the equipment.
- b. Keep Esri Mobile Lab equipment in a secure, locked area between training event sessions.
- c. Ensure that only registered Student[s] use Esri Mobile Lab equipment.
- d. Be responsible for loss of, damage to, and/or theft of Esri Mobile Lab equipment while in Client's possession.
- e. Warrant that it maintains sufficient insurance coverage obligations created by this Agreement and by law.
- f. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of training. Any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
- g. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the training event.

ARTICLE 5—INSURANCE AND INDEMNIFICATION

5.1 Insurance. Esri carries, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:
 - 1. Premises and operations
 - 2. Blanket contractual liability
 - 3. Broad form property damage
 - 4. Independent contractors
 - 5. Personal injury, with employee exclusion deleted
 - 6. Completed operations
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

5.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys' fees, arising out of any action or claim for bodily injury, death, or property

damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 6—LICENSING AND MATERIALS

6.1 Training Materials Reservation of Ownership. This Agreement gives Student certain limited rights to use electronic and tangible versions of the Training Materials. Esri and its licensor(s) retain exclusive rights, title, and ownership to the copy of Training Materials, software, data, and documentation licensed under this Agreement. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted in this Agreement are reserved to Esri and its licensor(s).

6.2 Grant of License. Esri grants to Student a personal, nonexclusive, nontransferable license to use Training Materials for Student's own training purposes. Student may run and install one (1) copy of Training Materials and reproduce one (1) copy of Training Materials. Student may make one (1) additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.

6.3 Training Materials are intended solely for the use of the training of the individual Student who registered and attended a specific training course. Student may not (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, use in conjunction with any other software package, and/or merge and compile into a separate database(s) or documents for other analytical uses; (ii) make any attempt to circumvent the technological measure(s) (e.g., software or hardware key) that effectively controls access to Training Materials; (iii) remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or (iv) use audio and/or video recording equipment during a training course.

6.4 Client-Supplied Training Data. Client will retain ownership of any Client-Supplied Training Data.

6.5 Software. Client's existing license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> will cover all applicable terms of use for Esri provided software, data, documentation, and content used by Student during a training event. Esri may issue temporary Esri software licenses for Client site training if Client has an insufficient number of Esri software licenses available at Client's training facility. Client must uninstall all temporary Esri software licenses and return any media provided by Esri upon conclusion of the training event.

ARTICLE 7—TERM AND TERMINATION

7.1 This Agreement is effective upon acceptance. Either party may terminate this Agreement at any time upon written notice to the other party or for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of this Agreement for breach, Esri may request Client to return or destroy all copies of Training Materials in its possession, and any whole or partial copies, in any form and deliver evidence of such destruction to Esri, which evidence shall be in a form acceptable to Esri in its sole discretion. The parties agree that all provisions that operate to protect the rights of Esri and its licensor(s) shall remain in force should breach occur. Termination does not relieve Client from payment for any current or outstanding training registrations. Upon termination, Client agrees to pay Esri all current and outstanding invoices for training. Student[s] who are currently registered for a training course are granted the right to continue to attend the training course subject to the terms and conditions of this Agreement.

ARTICLE 8—STUDENT REGISTRATION AND TRAINING EVENT CHANGE POLICY

8.1 Individual Student Seats. Client will provide written notice to Esri's Customer Service department at service@esri.com of any Student transfer, cancellation, or substitution requests at least three (3) business days before the scheduled start date.

- a. Multiple requests and any requests that occur without the three (3) business days advance notice are subject to a fee, as determined by Esri.
- b. Cancellation of Student registrations that occur without the three (3) business days advance notice are subject to the full training event fee.
- c. Substitute Student must be from the same organization as Student being replaced.

8.2 Client Site/Private Class/Coaching Services (Training Event). Client will provide written notice to Esri's Customer Service department at service@esri.com of any training event reschedule, cancellation, or Student substitution requirements at least three (3) business days before the scheduled start date.

- a. Training event reschedules and cancellations that occur without the three (3) business days advance notice are subject to the full training event fee. Client will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab) for all rescheduled or canceled training events.
- b. Student substitutions that occur without the three (3) business days advance notice are subject to a fee. Substitute Student must be from the same organization as Student being replaced.

8.3 If cancellation of a training event is necessary due to force majeure as described in Article 11 below, the affected party is released in full from the three (3)-business day notification. The affected party will either reschedule or cancel the training without incurring any liability.

8.4 If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled start date.

8.5 Unless specifically authorized in writing by Esri, Client is not authorized to resell seat(s) to an Esri training event.

ARTICLE 9—PAYMENT

9.1 Payments

- a. Accepted payment methods are found at <http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails>.
- b. Esri will invoice Client upon completion of each training course. Client's payment will be due no later than thirty (30) days after receipt of the invoice.
- c. If Client is invoiced and pays that invoice prior to the scheduled training event, then Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the training days. For a multiyear order, the training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

ARTICLE 10—CONFIDENTIAL INFORMATION

10.1 Except for any personally identified information (PII), any data or information controlled for export under the United States International Traffic in Arms Regulations (ITAR), or other classified data, Esri or Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

ARTICLE 11—FORCE MAJEURE

11.1 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, or demand; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 12—WARRANTY

12.1 Limited Warranty. Esri warrants that the media upon which Training Materials is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

12.2 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE TRAINING AND TRAINING MATERIALS CONTAINED THEREIN ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT

WARRANT THAT THE TRAINING OR TRAINING MATERIALS WILL MEET CLIENT'S NEEDS OR EXPECTATIONS; THAT THE USE OF TRAINING MATERIALS WILL BE UNINTERRUPTED; OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. THE TRAINING DATABASE HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS, AND THE OPINIONS BASED THEREON, ARE NOT GUARANTEED. THE TRAINING DATABASE MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, AND/OR OMISSIONS. ESRI AND ITS LICENSOR(S) DO NOT WARRANT THAT THE TRAINING DATABASE WILL MEET CLIENT'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE TRAINING DATABASE WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ESRI AND ITS LICENSOR(S) ARE NOT INVITING RELIANCE ON THIS TRAINING DATABASE, AND CLIENT OR STUDENT SHOULD ALWAYS VERIFY ACTUAL DATA, WHETHER MAP, SPATIAL, RASTER, TABULAR INFORMATION, AND SO FORTH. THE DATA CONTAINED IN THIS PACKAGE IS SUBJECT TO CHANGE WITHOUT NOTICE. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY TRAINING DATA. TRAINING DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. NEITHER CLIENT NOR STUDENT SHOULD RELY ON ANY TRAINING DATA UNLESS CLIENT HAS VERIFIED TRAINING DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

12.3 Exclusive Remedy. Client's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 12 shall be limited, at Esri's sole discretion, to (i) replacement of any defective Training Materials; (ii) repair, correction, or a workaround for Training Materials, or (iii) return of the fees paid by Client for Training Material that do not meet Esri's limited warranty, provided that Client uninstalls, removes, and destroys all copies of the Training Materials; and executes and delivers evidence of such actions to Esri.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

13.1 EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

14.1 Client must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Client expressly acknowledges and agrees not to export, reexport, transfer, or release Esri provided Training Materials, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

ARTICLE 15—TAXES

15.1 Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due.

ARTICLE 16—UCC INAPPLICABILITY

16.1 Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

ARTICLE 17—GOVERNING LAW

17.1 This Agreement is governed by and construed in accordance with the laws of the state in which training is being held or, in the case of training provided over the Internet, the laws of the State of California, without reference to its conflict of laws principles.

ARTICLE 18—ENTIRE AGREEMENT

18.1 This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. The undersigned hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflect the signing of the document by Client. Duplicates are valid and binding even if an original paper document bearing Client's original signature is not delivered.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Client)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 252-17

Weed Abatement Assessment - 1243 Frederick Rd.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1243 Frederick Rd., Parcel No. 011.001**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1243 Frederick Rd., parcel no. 011.001 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1243 Frederick Rd., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 17th day of October 2017 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$254.08 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1243 Frederick Rd., Parcel no. 011.001 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-24-1-000-011.001 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

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

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

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

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

Attest:

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

RESOLUTION NO. 253-17

Resolution for Demolition - 18 Easy Street

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 18 EASY STREET, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-08-2-002-050.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 18 Easy Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-2-002-050.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Sirco Corporation of Alabama is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Sirco Corporation of Alabama, PO Box 686, Opelika, AL 36803; and

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

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

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

WHEREAS, Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 18 Easy Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 18 Easy Street, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 18 Easy Street, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-2-002-050.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Certain lots in the City of Opelika, Lee County, Alabama, described as lots Numbers Eight (8) and Nine (9) in Block One (1) of the Byrd Lands as shown by “Totten’s Official Real Estate Map of Opelika, Alabama 1930”, which is of record in Town Plat Book 2, Page 9 in the Office of the Judge of Probate of Lee County, Alabama, said lots fronting 200 feet along the North margin of Plum Street in the City of Opelika and running back Northerly therefrom at right angles and of uniform width a distance of 185 feet; and being situated in the City of Opelika, Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-002-050.000, according to records maintained in the Lee County Revenue Commissioner’s Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

RESOLUTION NO. 254-17

Resolution for Demolition - 20 Easy Street

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 20 EASY STREET, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-08-2-002-050.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 20 Easy Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-2-002-050.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Sirco Corporation of Alabama is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Sirco Corporation of Alabama, PO Box 686, Opelika, AL 36803; and

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

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

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

WHEREAS, Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 20 Easy Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 20 Easy Street, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 20 Easy Street, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-2-002-050.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Certain lots in the City of Opelika, Lee County, Alabama, described as lots Numbers Eight (8) and Nine (9) in Block One (1) of the Byrd Lands as shown by “Totten’s Official Real Estate Map of Opelika, Alabama 1930”, which is of record in Town Plat Book 2, Page 9 in the Office of the Judge of Probate of Lee County, Alabama, said lots fronting 200 feet along the North margin of Plum Street in the City of Opelika and running back Northerly therefrom at right angles and of uniform width a distance of 185 feet; and being situated in the City of Opelika, Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-002-050.000, according to records maintained in the Lee County Revenue Commissioner’s Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

RESOLUTION NO. 255-17

Resolution for Demolition - 108 Hamer PL

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 108 HAMER PLACE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-08-2-001-059.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 108 Hamer Place, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-2-001-059.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Sirco Corporation of Alabama is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Sirco Corporation of Alabama, PO Box 686, Opelika, AL 36803; and

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

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

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

WHEREAS, Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 108 Hamer Place is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 108 Hamer Place, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 108 Hamer Place, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-2-001-059.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 5, Jeter Farm Subdivision, in that certain tract or parcel of land known as the Jeter Survey, according to and as shown by map or plat of said survey of record in Town Plat Book 1, at Page 13-B in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-001-059.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

RESOLUTION NO. 256-17

Resolution for Demolition - 122 Plum Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 122 PLUM AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-08-2-002-050.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 122 Plum Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-2-002-050.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Sirco Corporation of Alabama is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Sirco Corporation of Alabama, PO Box 686, Opelika, AL 36803; and

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

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

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

WHEREAS, Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 122 Plum Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 122 Plum Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 122 Plum Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-2-002-050.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Certain lots in the City of Opelika, Lee County, Alabama, described as lots Numbers Eight (8) and Nine (9) in Block One (1) of the Byrd Lands as shown by "Totten's Official Real Estate Map of Opelika, Alabama 1930", which is of record in Town Plat Book 2, Page 9 in the Office of the Judge of Probate of Lee County, Alabama, said lots fronting 200 feet along the North margin of Plum Street in the City of Opelika and running back Northerly therefrom at right angles and of uniform width a distance of 185 feet; and being situated in the City of Opelika, Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-002-050.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

RESOLUTION NO. 257-17

Resolution for Demolition - 124 Plum Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 124 PLUM AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-08-2-002-050.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 124 Plum Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-2-002-050.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Sirco Corporation of Alabama is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Sirco Corporation of Alabama, PO Box 686, Opelika, AL 36803; and

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

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

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

WHEREAS, Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 124 Plum Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 124 Plum Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 124 Plum Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-2-002-050.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Certain lots in the City of Opelika, Lee County, Alabama, described as lots Numbers Eight (8) and Nine (9) in Block One (1) of the Byrd Lands as shown by "Totten's Official Real Estate Map of Opelika, Alabama 1930", which is of record in Town Plat Book 2, Page 9 in the Office of the Judge of Probate of Lee County, Alabama, said lots fronting 200 feet along the North margin of Plum Street in the City of Opelika and running back Northerly therefrom at right angles and of uniform width a distance of 185 feet; and being situated in the City of Opelika, Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-08-2-002-050.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: Sirco Corporation of Alabama
PO Box 686
Opelika, AL 36803

RESOLUTION NO. 258-17

Resolution for Demolition - 206 Byrd Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 206 BYRD AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-07-1-001-061.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 206 Byrd Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-1-001-061.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Benjamin F. Chappell and Sara E. Chappell are the record owners of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Benjamin F. Chappell and Sara E. Chappell are the persons last assessing the subject property for state taxes; and

WHEREAS, Compass Bank is the mortgagee of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Benjamin F. Chappell and Sara E. Chappell, 169 Lee Road 856, Opelika, AL 36804 and Compass Bank, 315 South 6th Street, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, October 17, 2017 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 206 Byrd Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 206 Byrd Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 206 Byrd Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-1-001-061.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 1 of Brannon Street Subdivision as the same appears of record in Town Plat Book 10 at Page 158 in the Office of the Judge of Probate of Lee County, Alabama (being the portion of Lot 1 Block 7 of Totten's Map fronting on Byrd Avenue).

Also being further described as Parcel Number 43-10-03-07-1-001-061.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Cc: Benjamin F. Chappell
169 Lee Road 856
Opelika, AL 36804

Sara E. Chappell
169 Lee Road 856
Opelika, AL 36804

Compass Bank
315 South 6th Street
Opelika, AL 36801

RESOLUTION NO. 259-17

Resolution for Demolition - 210 Dover Street

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 210 DOVER STREET, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-07-1-001-047.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 210 Dover Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-1-001-047.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Sirco Corporation of Alabama is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Sirco Corporation of Alabama, PO Box 686, Opelika, AL 36803; and

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

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

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

WHEREAS, Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 210 Dover Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 210 Dover Street, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 210 Dover Street, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-1-001-047.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Begin at the intersection of the North margin of Brannon Street with the West margin of Dover Street, run thence North along the West margin of Dover Street 200 feet to the point of beginning of Lot here described and conveyed; thence run West parallel with Brannon Street 170 feet, thence North parallel with Dover Street 90 feet to Lot of Curry thence East parallel with Brannon Street 70 feet along the line of Curry lot, thence South 10 feet along lot of Corprew parallel with Dover Street, thence East along the line of Corprew lot 100 feet to the West margin of Dover Street, thence South along the West margin of Dover Street, 60 feet to the point of beginning; situated in Block 6 as shown on Totten's Official Real Estate map of the City of Opelika, Alabama, 1930.

Also being further described as Parcel Number 43-10-03-07-1-001-047.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Cc: Sirco Corporation of Alabama

PO Box 686

Opelika, AL 36803

RESOLUTION NO. 260-17

Resolution for Demolition - 303 Byrd Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 303 BYRD AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-07-1-001-088.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 303 Byrd Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-1-001-088.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Sirco, Inc., is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Sirco Corporation of Alabama, PO Box 686, Opelika, AL 36803; and

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

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

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

WHEREAS, Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 303 Byrd Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 303 Byrd Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 303 Byrd Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-1-001-088.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 19 North, Range 27 East, in Lee County, Alabama; run thence West for 893.4 feet; run thence South for 1911.2 feet to the Southerly corner of the intersection of Byrd Street and 3rd Street; run thence South 48 degrees 31 minutes West for 71.6 feet along the Southeasterly margin of Byrd Street to the point of beginning of the parcel of land to be herein described; from said point of beginning, run thence South 41 degrees 29 minutes East for 144.5 feet; run thence South 48 degrees 31 minutes West for 66.4 feet; run thence North 41 degrees 29 minutes West for 144.5 feet to the Southeasterly margin of Byrd Street; run thence North 48 degrees 31 minutes East for 66.4 feet along the Southeasterly margin of Byrd Street to the said point of beginning; together with all improvements thereon and all appurtenances thereunto belonging.

Also being further described as Parcel Number 43-10-03-07-1-001-088.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: Sirco, Inc.
PO Box 686
Opelika, AL 36803

RESOLUTION NO. (ID # 2400)

Resolution for Demolition of Three Accessory Buildings - 1009 Renfro

RESOLUTION NO. _____

RESOLUTION ORDERING THE DEMOLITION OF THREE (3) ACCESSORY BUILDINGS OR STRUCTURES LOCATED AT 1009 RENFRO AVENUE, OPELIKA, ALABAMA 36801, PARCEL ID NO.: 43-09-01-12-1-001-024.000 IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH ORDINANCE NO. 116-15 OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of three (3) accessory buildings or structures located at 1009 Renfro Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-01-12-1-001-024.000, (hereinafter the Subject Property”) are in such condition as to make them dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Opelika Floral Company, Inc., is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, TWR as CST for Ebiemiala, LLC is the entity last assessing the subject property for state taxes; and

WHEREAS, TWR as CST for Ebiemiala, LLC purchased the subject property at the 2016 tax sale and the property has not been redeemed; and

WHEREAS, CB&T of Russell County, CB&T of East Alabama and States Resource Corp., are the mortgagees of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to TWR as CST for Ebiemiala, LLC, P.O. Box 281, Rye, NY 10580; Opelika Floral Company, Inc., P.O. Box 909, Opelika, AL 36803; CB&T of Russell County, 910 13th Street, Phenix City, AL 36867; CB&T of East Alabama, 3120 Frederick Road, Opelika, AL 36801; and States Resource Corp., 2211 S 156th Circle, Omaha, NE 68137; and

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

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

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

WHEREAS, Tuesday, October 17, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the three (3) accessory buildings located at 1009 Renfro Avenue are unsafe to the extent that they create a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 17, 2017, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1009 Renfro Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the three (3) accessory buildings or structures located at 1009 Renfro Avenue, Opelika, Alabama, Parcel I.D. Number: 43-09-01-12-1-001-024.000, are unsafe to the extent that they create a public nuisance to the citizens of Opelika, Alabama, and are due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Commencing at the Northwest corner of Section 7, Township 19 North, Range 27 East, City of Opelika, Lee County, Alabama; thence run East, 40.1 feet; thence run South, 526.6 feet to a point along the Southerly margin of Renfro Avenue; thence run North 88 degrees 41 minutes West, along the said Southerly margin of Renfro Avenue, 87.3 feet; thence run North 89 degrees 13 minutes West, along the Southerly margin of Renfro Avenue, 118.0 feet to a point which is the point of beginning of the real estate here to be described and conveyed; from said point of beginning, run South 0 degrees 56 minutes West, 137.0 feet; thence run North 89 degrees 09 minutes West, 220.4 feet; thence run North 4 degrees 44 minutes East, 137.7 feet to a point along the said Southerly margin of Renfro Avenue; thence run South 89 degrees 04 minutes East, along the Southerly margin of Renfro Avenue, 211.2 feet to the said point of beginning; all according to and as shown by map or plat of survey dated October 1, 1968 made by David H. Miller,

Registered Surveyor No. 6259, which said real estate above described is shown and designated as parcel 4 thereon; together with all improvements thereon and appurtenances thereunto appertaining.

Also being further described as Parcel Number 43-09-01-12-1-001-024.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause the three (3) dilapidated accessory buildings or structures to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose. The buildings which are subject to the demolition do not include the principal building which formerly served as the showroom of Opelika Floral or the accessory building with a rollup door. This resolution and the order of demolition refer only to the three (3) dilapidated accessory buildings located on the subject property.

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

4. Upon the demolition and removal of said accessory buildings or structures, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the

demolition and removal of said buildings or structures and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the buildings or structures shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the buildings or structures were located and shall constitute a lien on the property for the amount of the assessment.

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

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

ATTEST:

CITY CLERK

Cc: TWR as CST for Ebiemiala, LLC

P.O. Box 281

Rye, NY 10580

Opelika Floral Company, Inc.

P.O. Box 909

Opelika, AL 36803

CB&T of Russell County

910 13th Street

Phenix City, AL 36867

CB&T of East Alabama

3120 Frederick Road

Opelika, AL 36801

States Resource Corp.

2211 S 156th Circle

Omaha, NE 68137

RESOLUTION NO. 261-17

Street Name Change Bush Road to Robert M. Harper Drive**Resolution No.** _____

WHEREAS, 'Bush Road' is the unofficial name of a public street in the City of Opelika, such street extending from Corporate Drive to Gateway Drive, adjacent to the Lee County Justice Center; and

WHEREAS, the name 'Bush Road' was used as an informal name during the construction of the street; and

WHEREAS, the name 'Bush Road' was placed on a street sign but never went through any formal naming process or platting process as required; and

WHEREAS, Judge Robert M. Harper served as a Circuit Judge for Lee County from 1986 until retiring in 2005; and

WHEREAS, Judge Harper was also a valuable member of the community working with various organizations to impact Opelika and Lee County; and

WHEREAS, the City of Opelika wishes to honor Judge Harper's long commitment to the community by officially naming this street in his memory; and

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

- 1) That the section of the public street presently referred to as 'Bush Road' be changed to 'Robert M. Harper Drive'.
- 2) That all City-maintained maps and records be updated to reflect these changes.

- 3) That the Engineering Department notify the Opelika Post Office, E-911 Board, and all other agencies affected by the changes.

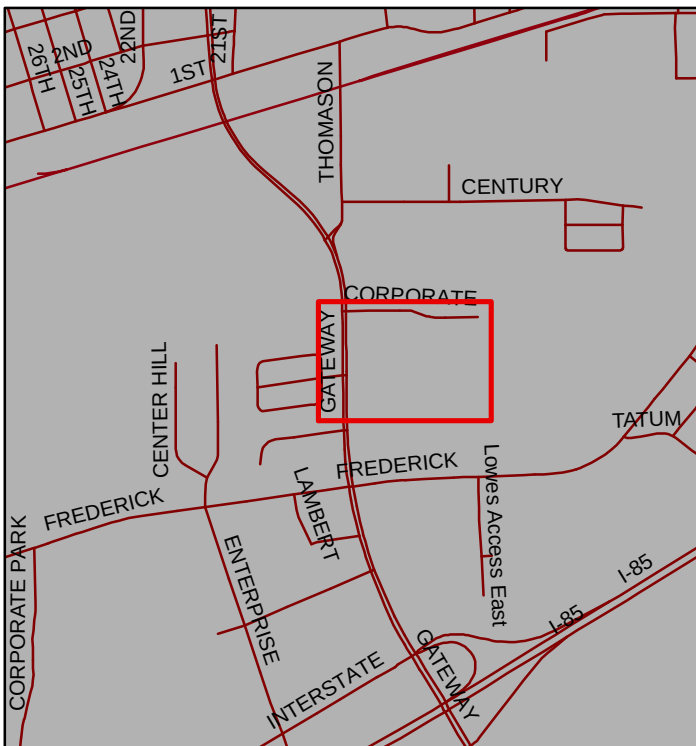
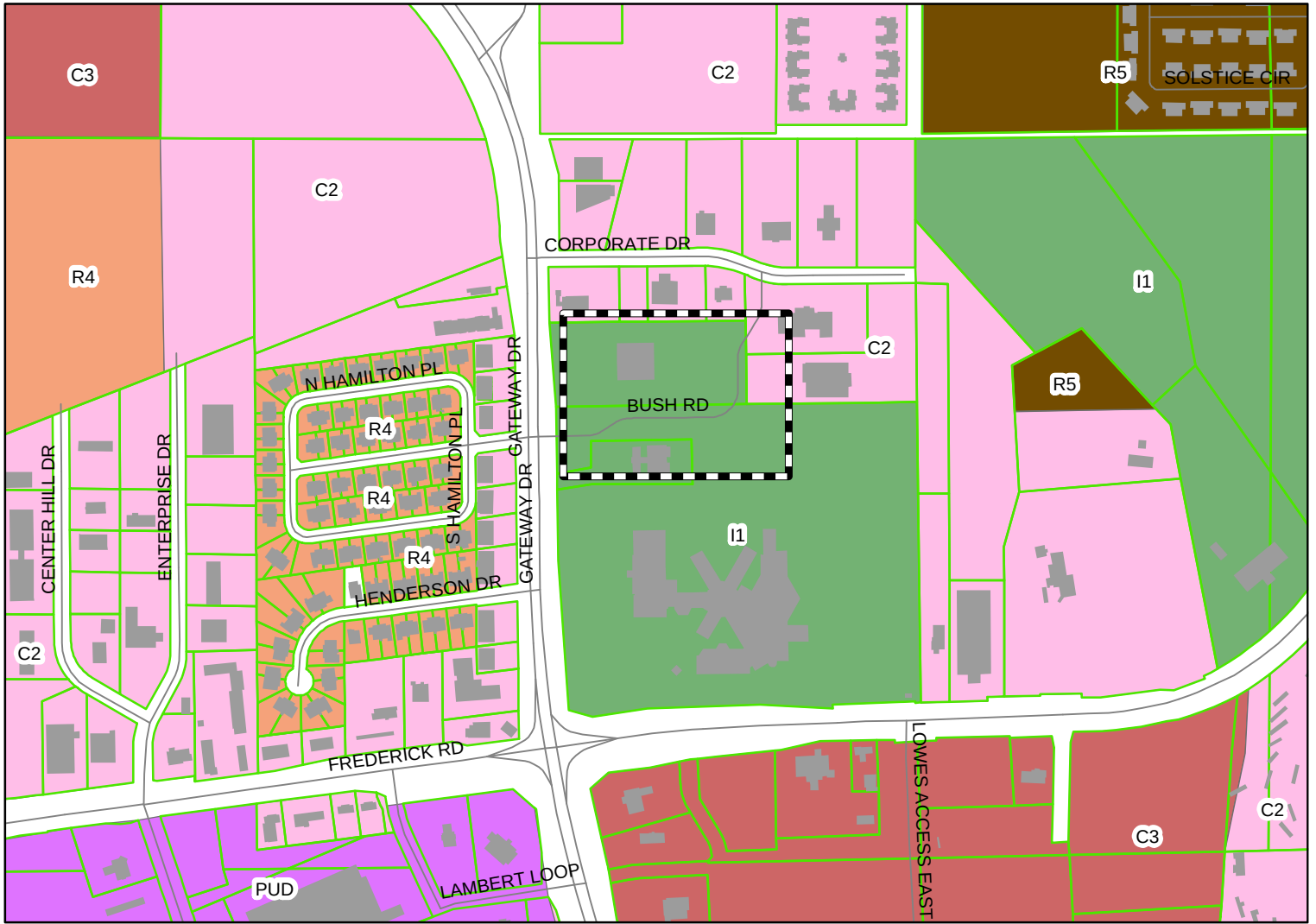
APPROVED AND ADOPTED this the _____ day of _____, 2017.

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

ATTEST:

R. G. Shuman, CMC
City Clerk - Treasurer

RENAMING BUSH ROAD TO ROBERT M HARPER DRIVE STREET RENAMING



The request is to rename a Bush Road to Robert M Harper Drive.



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without

Attachment: harper drive renaming (261-17 : Street Name Change Bush Road to Robert M. Harper Drive)

RESOLUTION NO. 262-17

Street Name Change Fox Run Avenue to Car Tech Drive**Resolution No.** _____

WHEREAS, 'Fox Run Avenue' is the official name of an existing public street in the City of Opelika, such street extending from Covington Avenue south and west across Fox Run Parkway; and

WHEREAS, Car Tech, LLC, is currently constructing a facility on the section of Fox Run Avenue west of Fox Run Parkway that will bring an initial investment of \$44 million and 45 jobs; and

WHEREAS, Car Tech, LLC, the only address assigned to Fox Run Avenue west of Fox Run Parkway, has requested this section be renamed 'Car Tech Drive'; and

WHEREAS, the addresses historically assigned to other sections of Fox Run Avenue are out of sequence with the City of Opelika addressing policy creating addresses out of sequence; and

WHEREAS, renaming 'Fox Run Avenue' to 'Car Tech Drive' would reduce confusion and irregularities in addressing in this area; and

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

- 1) That the section of the existing public street presently named 'Fox Run Avenue' west of Fox Run Parkway be changed to 'Car Tech Drive'.
- 2) That all City-maintained maps and records be updated to reflect these changes.
- 3) That the Engineering Department notify the Opelika Post Office, E-911 Board,

and all other agencies affected by the changes.

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

C. E. 'Eddie' Smith, Jr.

President of the City Council

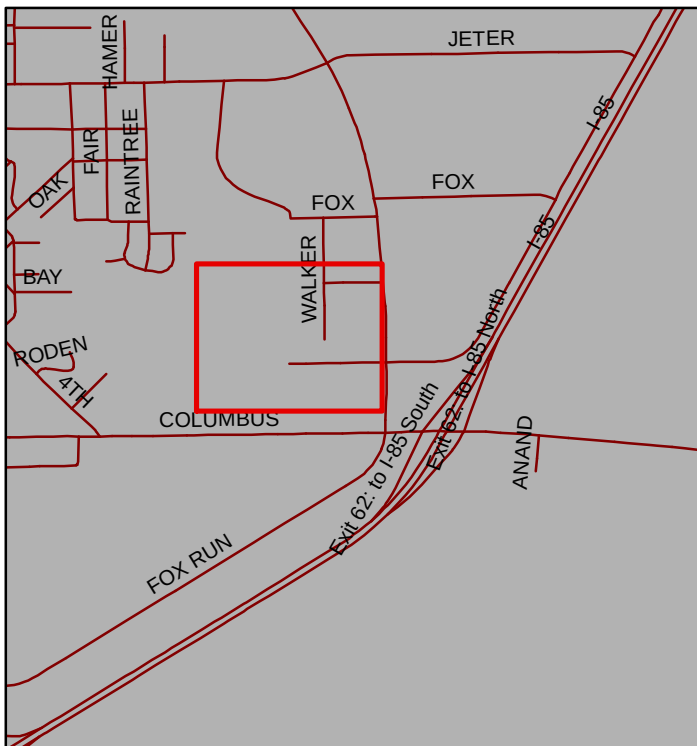
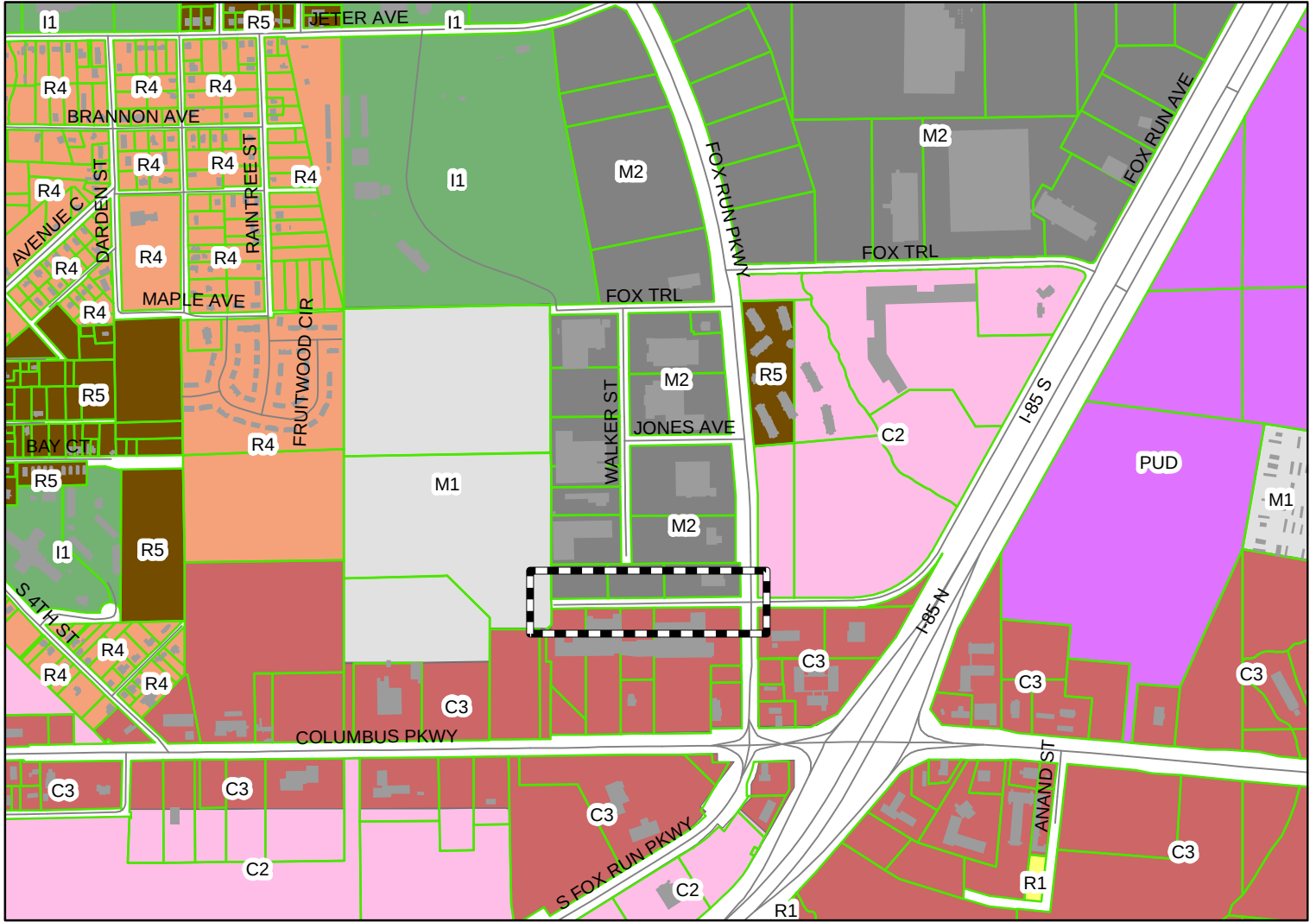
City of Opelika, Alabama

ATTEST:

R. G. Shuman, CMC

City Clerk - Treasurer

RENAMING A PORTION OF FOX RUN AVENUE TO CAR TECH DRIVE STREET RENAMING



The request is to rename a portion of Fox Run Avenue to Car Tech Drive.



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without

Attachment: car tech drive renaming map (262-17 : Street Name Change Fox Run Avenue to Car Tech Drive)

RESOLUTION NO. 263-17

Street Name Change Lafayette Parkway to Bulldog Parkway**Resolution No.** _____

WHEREAS, 'Lafayette Parkway' is the official name of an existing public street in the City of Opelika; and

WHEREAS, the Opelika High School, located at 1700 Lafayette Parkway, has excelled throughout its history in academics, athletics and other extracurricular programs; and

WHEREAS, Opelika High School has produced thousands of students who have gone on to become prominent leaders in their respective fields and pillars of the local community; and

WHEREAS, the City of Opelika wishes to honor the storied accomplishments of Opelika High School, its faculty and students and recognize the significant role they play in our city; and

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

- 1) That the section of the existing public street presently named 'Lafayette Parkway' south of the bridge over the railroad be changed to 'Bulldog Parkway.
- 2) That all City-maintained maps and records be updated to reflect these changes.
- 3) That the Engineering Department notify the Opelika Post Office, E-911 Board, and all other agencies affected by the changes.

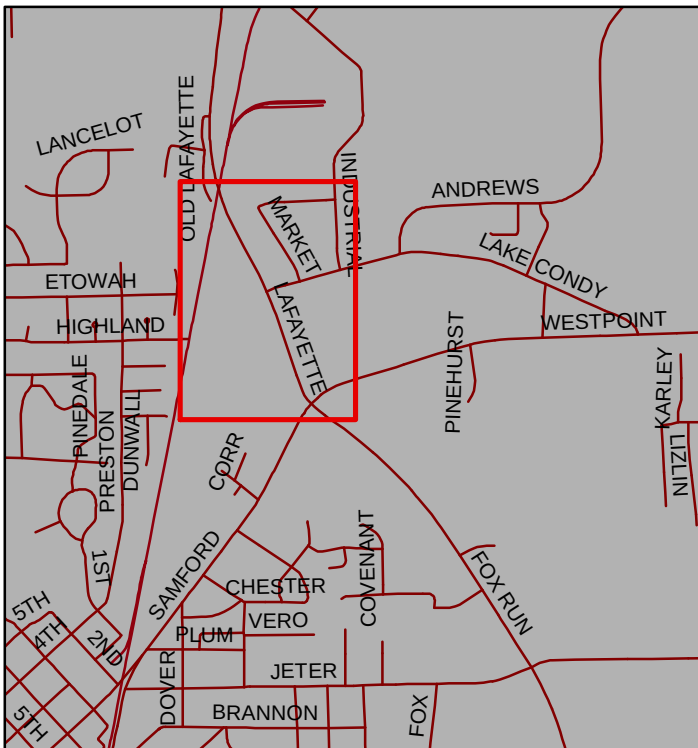
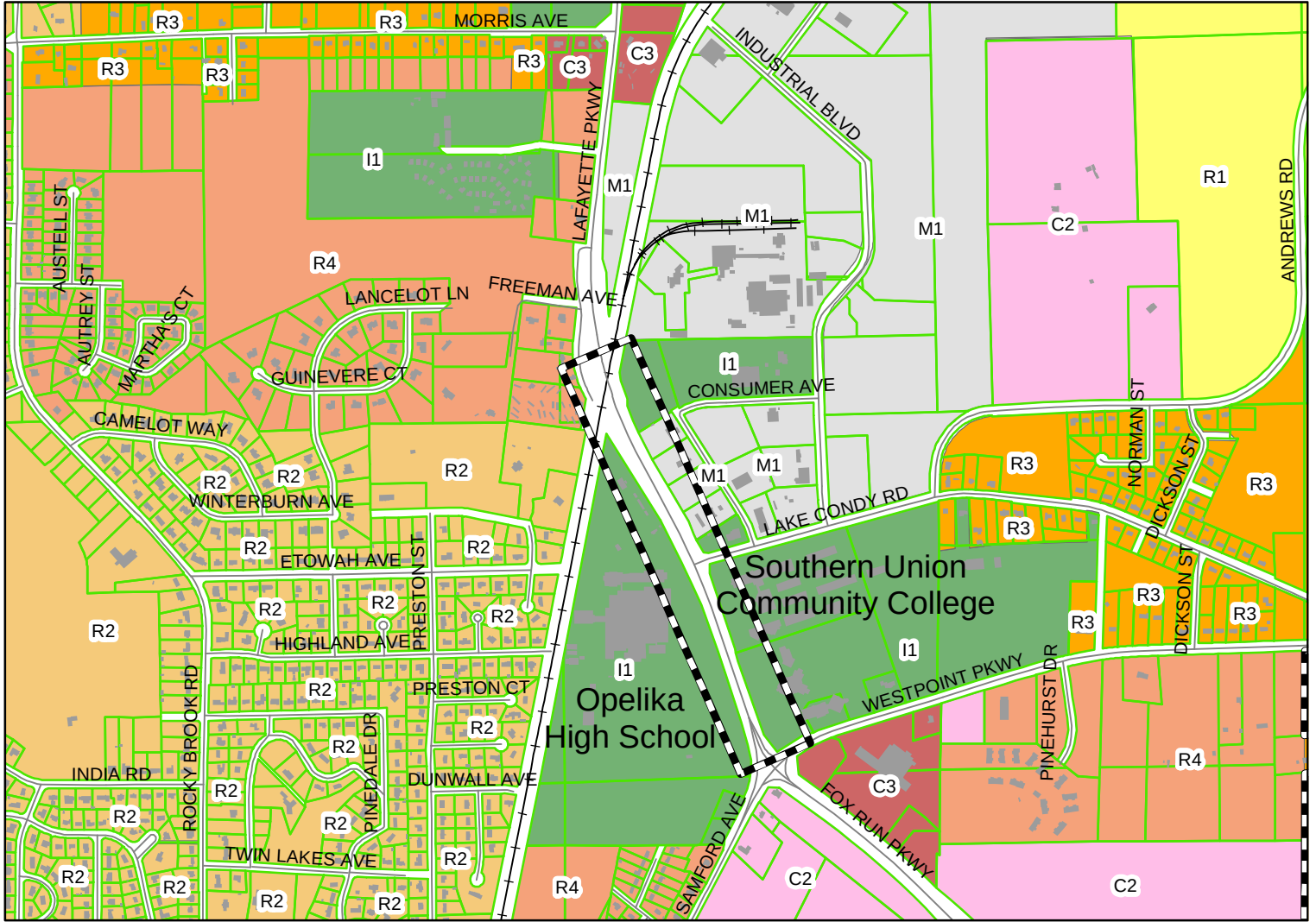
APPROVED AND ADOPTED this the _____ day of _____, 2017.

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

ATTEST:

R. G. Shuman, CMC
City Clerk - Treasurer

RENAMING A PORTION OF LAFAYETTE PARKWAY TO BULLDOG PARKWAY STREET RENAMING



The request is to rename a portion of Lafayette Parkway adjacent to Opelika High School to Bulldog Parkway.



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without

Attachment: bulldog parkway renaming (263-17 : Street Name Change Lafayette Parkway to Bulldog Parkway)

RESOLUTION NO. 264-17

Appropriation contract FY2018, Lee Co. Youth Development Center.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Lee County Youth Development Center, Inc., a copy of which is hereto

attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

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

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

STATE OF ALABAMA

COUNTY OF LEE

AGREEMENT

THIS AGREEMENT made and entered into between the
CITY OF OPELIKA, ALABAMA, a municipal corporation, hereinafter referred to as "City"
and Lee County Youth Development Center, Inc., an Alabama non-profit corporation,
hereinafter referred to as "Agency".

Statement of Background Information

1. Agency is a non-profit corporation located in the City of Opelika, Alabama, currently performing services for certain citizens of the City of Opelika.
2. Agency has requested a budget appropriation in the amount of \$32,000 from the City to be used as specifically set forth on Exhibit "A" attached hereto and made a part hereof by reference.
3. City has informed Agency that said funds can only be used for those services set forth on Exhibit "A" and for no others and that in the event that Agency fails to comply with the terms and conditions of this Agreement, Agency shall refund to City all sums not spent in accordance with Exhibit "A" for approved services.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitations, the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. City shall pay to Agency the sum of \$ 32,000 for budget year October 1, 2017 through September 30, 2018 with said payments to be paid as follows:
Equal payments of \$8,000.00 to be made quarterly.

2. Agency shall spend said funds only as forth on Exhibit "A" attached hereto and made a part hereof by reference.

3. Agency shall keep and maintain accurate books and records of the funds spent under the terms of this contract and said books and records shall be made available for inspection by the City at all reasonable times and places.

4. City shall only be **conditionally** obligated (based on the City achieving the budgeted 2017-2018 (revenue projections) to contribute said funds for the budget year set forth above; however, Agency may submit a written request to City for funding for subsequent budget years with said request to be submitted in writing to City no later than June 30 of each subsequent year. In no event shall City be obligated to appropriate additional monies to Agency.

5. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands
and seals on the day and date first above written.

CITY OF OPELIKA, ALABAMA,
a municipal corporation

BY: _____
Its _____

ATTEST:

By: _____
Its _____

Lee County Youth Development Center
a non-profit corporation

BY: [Signature] 9/26/17
Its Executive Director

ATTEST:

BY: [Signature]
Its Financial Services Coord.

MY COMMISSION EXPIRES
AUGUST 1, 2018

EXHIBIT A

Contract between the City of Opelika and Lee County Development Center, Inc.

Specific Services

1. Project Uplift Volunteer Mentor Program

Recruit, screen, train, place and supervise volunteers (primarily Auburn University students) to give structure and direction to troubled and/or disadvantaged youth in the City of Opelika.

Provide reading and educational materials to under-served individuals through the Beauty-and-a-Book program in the City of Opelika.

2. In-School Prevention

- a. Children in Self-Care - "Home Alone" Training for all 4th graders in the Opelika City Schools targeting those who have no adult supervision from 3:00 to 6:00 p.m.
- b. Provide abstinence-only education "Abstinence Ed" for all 7th through 10th grade students in Opelika City Schools and students of LCYDC's Chanticleer Learning Center in Opelika, Alabama.

RESOLUTION NO. 265-17

Appropriation contract FY2018, East Al. Services for the Elderly.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the East Alabama Services for the Elderly, Inc. (EASE), a copy of which is hereto

attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the East Alabama Services for the Elderly, Inc., and retain one copy.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

AGREEMENT

This agreement made and entered into this 3rd day of October 2017 between **East Alabama Services for the Elderly, Inc.**, an Alabama non-profit corporation, hereinafter referred to as "**Agency**" and the **City of Opelika**, a municipal corporation, hereinafter referred to as "**City**", shall be binding for the period October 1, 2017 through September 30, 2018.

The **City** has approved an appropriation in the amount of \$10,000 for the **Agency**. The **Agency** provides multiple services to the elderly and/or disabled, and these monies will be used to offset the expenses involved in our mission to promote the health, safety, and social welfare of this target population in the City of Opelika, Alabama.

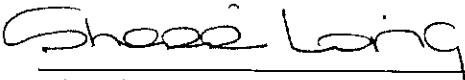
The **City** shall pay to the **Agency** the sum of \$10,000 for budget year October 1, 2017 through September 30, 2018. The payments will be disbursed quarterly, and after all agreements and resolutions have been executed. The **Agency** shall use funds from the **City** for the reasons stated above.

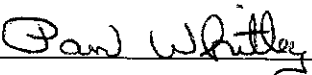
The **Agency** shall use funds from the **City** for the reasons stated above.

This agreement shall be binding upon the parties hereto, their successors and assigns.

East Alabama Services for the Elderly, Inc.
Non-profit Corporation

City of Opelika
Municipal Corporation



Sherri Long, Executive Director
Attest
By:  _____

Gary Fuller, Mayor
Attest
by: _____

RESOLUTION NO. 266-17

Appropriation contract FY2018, Twin Cedars Child Advocacy Center.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Twin Cedars Child Advocacy Center, a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Twin Cedars Child Advocacy

Center, and retain one copy.

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



Legislative Office

Telephone 334-705-5110
Fax 334-705-5104

Rich in heritage, with a vision for the future

September 21, 2017

Child Care Advocacy Center
c/o Tina Evans
1810 Corporate Drive
Opelika, Alabama 36801

Dear Tina:

We are pleased to advise you that your agency request for funding from the City of Opelika for fiscal year beginning October 1, 2017 has been approved.

The total dollar amount approved by the Opelika City Council for fiscal year 2017-2018 was ----- \$ 3,500.00

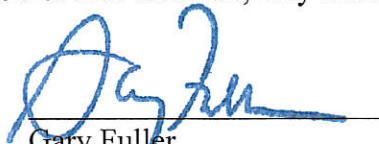
Your appropriation amount will be paid ----- monthly.
----- quarterly.
 X as requested.

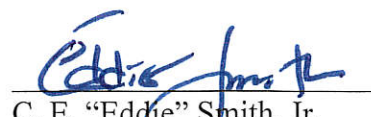
If the City needs a contract from your agency covering the amount to be paid and the services to be provided, the YES blank to the right will be checked ----- X YES

Note: If a contract is needed, payments cannot be made till we have a complete, executed contract in hand.

The City's ability to continue funding non-profit agencies within the City is getting harder every year. We are advising you and your agency of this in writing so that you can develop other fund raising sources since the City may not be able to provide funding to your agency in the future. Your agency appropriation is **conditionally** approved based on the City achieving the budgeted 2017-2018 revenue projections. Should you have any questions please contact Mayor Fuller at 334-705-5150 or Bob Shuman, City Clerk, at 334-705-5110.

Yours very truly,


Gary Fuller
Mayor


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

RGS:pc

STATE OF ALABAMA
COUNTY OF LEE
CITY OF OPELIKA

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama, a municipal corporation, and the Twin Cedars Child Advocacy Center, a division of Twin Cedars Youth & Family Services Company, a 501(c)(3) organization.

The City of Opelika has agreed to pay the Twin Cedars Child Advocacy Center the sum of \$3,500. In exchange for this amount, the Twin Cedars Child Advocacy Center agrees to use this allocation to help perform the following services for child victims and their non-offending families:

1. Provide Forensic Interviews. These interviews cost \$150.00 each. This includes the interview, follow up, synopsis/transcription, record keeping/stats, court/testifying, preparation and training.
2. Provide Therapy. \$50.00 per 30 minute session. Standard rate, progress notes, travel.
3. Parenting. \$50.00 per class. Scheduling, training, materials preparation, class time.
4. Prevention Programs. \$75.00 per presentation. Class time, preparation, materials, travel, training.
5. Family Advocate Services. \$100.00 per family. Time spent with family, follow up, referrals and training.

The Twin Cedars Child Advocacy Center agrees to comply with all local, state and federal laws while performing under the terms of this Contract.

The Twin Cedars Child Advocacy Center agrees that upon the violation of any of the covenants and agreements herein contained the City may, at its option, terminate and cancel this agreement.

This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

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

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this 9th day of October, 2017.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman
City Clerk-Treasurer

Twin Cedars Child Advocacy Center

BY: _____
Program Coordinator

ATTEST:

Kathleen Galt
Twin Cedars Child Advocacy Center Witness

RESOLUTION NO. 267-17

Appropriation contract FY2018, Valley Haven School.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and The ARC of the Chattahoochee Valley, Inc. (Valley Haven School), a
copy of

which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted,

authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Valley Haven School, and

retain one copy.

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

C. E. “Eddie” Smith, Jr.
President of the City Council1
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

This contract is made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as "City", and The Arc of the Chattahoochee Valley, Inc., hereafter referred to as "The Association", on this the 1st day of October, 2017. In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this Agreement shall be for a period of one (1) year commencing October 1, 2017, and ending September 30, 2018. At the end of each year this contract may be renewed by mutual agreement between the parties.
2. For the 2017-2018 school term, The Association agrees to provide educational and training services and ordinary programmatic components to preschool and adult individuals with intellectual disabilities for the City of Opelika. The Association shall coordinate with the Alabama Department of Mental Health to serve individuals with intellectual disabilities who are not eligible for other services. Services and training for preschoolers and adults shall be offered by Valley Haven School, 6345 Fairfax By-pass (P.O. Box 416), Valley, Alabama, 36854.
3. As compensation for the services rendered hereunder, the City agrees to pay to The Association for a term of one (1) year commencing October 1, 2017, the sum of \$2,000.00, payable upon request by The Association.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest on the business of The Association, and shall not be liable for any debts or obligations incurred by The Association, nor shall the City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of The Association, nor shall The Association at any time or times use the name or credit of City in purchasing or attempting to purchase any equipment, supplies or any other thing or things whatsoever.
5. The Association in the performance of its operation and obligations here under shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by The Association provided for herein, are performed, but on the contrary, The Association shall be wholly responsible therefor.
6. The Association shall not transfer or assign this Agreement without the prior written consent of the city.
7. The Association agrees to comply with all Local, State, and Federal Laws while performing under the terms of this Agreement.
8. This Agreement may be terminated by either party upon six (6) months advance notice in writing to the other party.
9. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.
10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns or the respective parties.
11. The validity of this Agreement and of any of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the Laws of the State of Alabama.

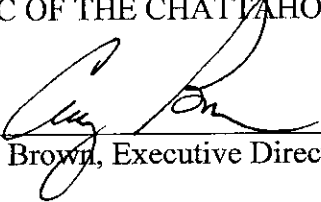
IN WITNESS THEREOF, the parties hereto have signed their names and affixed their seals, this the 1st day of October, 2017.

ATTEST:

CITY OF OPELIKA, ALABAMA

By: _____
Gary Fuller, Mayor

THE ARC OF THE CHATTAHOOCHEE VALLEY, INC.

By:  _____
Craig Brown, Executive Director of The Arc of the Chattahoochee Valley, Inc.

Attachment: CM 10-17-17, appropriation contract, Valley Haven (267-17 : Appropriation contract FY2018, Valley Haven School.)

RESOLUTION NO. 268-17

Appropriation contract FY2018, Council on Human Relations.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

-) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Alabama Council on Human Relations, Inc., a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed.
-) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Alabama Council on Human Relations, Inc., and retain one copy.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

STATE OF ALABAMA
LEE COUNTY

This Contract is made and entered into as of the 1st day of October, 2017 by and between the City of Opelika and the Alabama Council on Human Relations, Inc. (Child Development Program).

ACHR, Inc. agrees

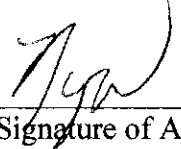
1. to provide safe, affordable, quality child care for infants, toddlers, and after-school children up to twelve years of age who are from low-income families whose parent(s) is working or in school or training.
2. to provide child care during the hours of 6:00 a.m. to 5:30 p.m.
3. to provide snacks and meals under the Child Care Feeding Program.
4. to base parent fees on a sliding fee scale.
5. to accept payments through the Child Care Block Grant.
6. to accept payments from families if the family is just over the limit for outside sources of funding.

Knowing that safe, affordable, quality child care is needed for children to enable parents to receive training or to work in jobs that will give them the experience needed to obtain better paying jobs and become productive citizens;

And knowing that the reimbursement rate provided through the Family Guidance Center or the Block Grant is not sufficient to maintain a quality child care program, Opelika City agrees:

1. to provide ACHR, Inc. with \$20,000 for FY 2017-2018 to supplement the funds attainable through the reimbursement programs and parent fees based on a sliding scale so that quality child care can be provided to families with low-income at a cost that is affordable to them.
2. to provide one fourth of the supplement, or \$5,000, at the beginning of each quarter.

This contract is entered into this 1st day of October 2017.



Signature of ACHR Representative

Nancy S. Spears, CEO

Name/Title

Date

Signature of City of Opelika Representative

Gary Fuller, Mayor

Name/Title

Date

RESOLUTION NO. 269-17

Appropriation contract FY2018, J. W. Darden Foundation.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the J. W. Darden Foundation Inc., a copy of which is hereto attached as
Exhibit

“A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the J. W. Darden Foundation Inc.,

and retain one copy.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA
AND THE J. W. DARDEN FOUNDATION, INC.

THE CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and the J. W. Darden Foundation, Inc., a non-profit corporation, herein after referred to as the "Darden Foundation", as of this _____ day of _____, 2017

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

1. The term of the agreement shall be for a period of one (1) year commencing October 1, 2017 and ending September 30, 2018. At the end of each year this contract may be renewed by mutual agreement between parties.
2. The Darden Foundation agrees to provide the city with the following services:
 - a. Provide an organization through which the beautiful, historical home and the legacy of Dr. and Mrs. J. W. Darden can be preserved and maintained for the citizens of Opelika.
 - b. As a non-profit foundation and in keeping with the legacy of Dr. J. W. Darden, the first African American Physician in Opelika, provide the facility for a Wellness Clinic that is operational, at this time, under the supervision of the EAMC Parish Nurse Program and the Auburn University School of Nursing and is open once a week for health screenings and health monitoring.
 - c. As a non-profit, provide the facility and facilitate the programming for health education programs through the Parish Nurses and area physicians and thereby promote healthy life styles with the attempt to decrease health care costs in our community.
 - d. As a non-profit, maintain referral services for the people using the screening services..
 - e. As a non-profit, promote and instill the social graces and leadership characteristics in young people that were exemplified by Dr. and Mrs. J. W. Darden.
 - f. As a non-profit foundation, provide an organizational framework to assist donors in achieving their philanthropic goals directed toward the accomplishment of the Darden Foundation's mission and its goals.

3. As compensation for services rendered hereunder, the City agrees to pay or provide funds with which to pay the Darden Foundation for a term of one (1) year commencing October 1, 2017, the sum of five thousand (\$5,000) dollars (U.S.), payable in equal quarterly installments on or before the 10th day of the month in the months of December, March, June, and September.
4. Notwithstanding any of the provision of this agreement, it is agreed that the City has no financial responsibility in the business of the Darden Foundation, and shall not be deemed liable for any debts or obligations incurred by the Darden Foundation nor shall the City be construed to be a partner, joint venture, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of the Darden Foundation nor shall the Darden Foundation at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.
5. The Darden Foundation, in the performance of its operations and obligation hereunder shall not be deemed to be the agent of the City, but shall be deemed to be an independent contractor in every respect and shall take steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The city does not and will not assume any responsibility for the means in which or manner in which services by the Darden Foundation, provided for herein, are performed, but on the contrary, the Darden Foundation shall be wholly responsible.
6. The Darden Foundation shall not transfer or assign this agreement or license of any of the rights or privileges granted herein without the prior written consent of the City.
7. The Darden Foundation agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of the Darden Foundation, the City may at its option terminate and cancel this agreement.
8. The Darden Foundation agrees that it shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities include:
 - a. Use of its influence for the purpose of interfering with or affecting the result of election or nomination for office.
 - b. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
 - c. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit the Darden Foundation from attempting to secure

legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

9. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement.
10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.
11. The validity of this agreement and of its terms, provision, as well as the rights and duties of parties hereunder, shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE ____ DAY OF _____, 2017

THE CITY OF OPELIKA

BY _____
ITS MAYOR

THE J.W. DARDEN FOUNDATION, INC.,
A NON-PROFIT CORPORATION

BY _____
ITS CHAIRPERSON, BOARD OF DIRECTORS

ATTEST:

ITS TREASURER

RESOLUTION NO. 270-17

Architectural Services Agreement for new Police HQ facility.

RESOLUTION NO. _____

**RESOLUTION APPROVING ARCHITECTURAL SERVICES
AGREEMENT BETWEEN THE CITY OF OPELIKA,
ALABAMA AND SEAY SEAY & LITCHFIELD, P.C.**

WHEREAS, the City of Opelika, Alabama, (the “City”) intends to design and build a new Police Department facility (the “Project”); and

WHEREAS, the City desires to retain Seay, Seay & Litchfield, P.C., to provide design and construction architectural services in connection with the Project; and

WHEREAS, Seay, Seay & Litchfield, P.C., possesses the required skills and expertise that would be of benefit to the City; and

WHEREAS, a proposed STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, AIA DOCUMENT B-132-2009 (the “Agreement”) to be entered into between the City, as Owner and Seay, Seay & Litchfield, P.C., as Architect, has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Agreement for Architectural Services to be entered into between the City and Seay, Seay & Litchfield, P.C., a copy of which is attached hereto and

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

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

3. That Seay, Seay & Litchfield, P.C., shall be compensated for its architectural services in accordance with the provisions of Article 11 of the Agreement. Unencumbered funds in the current budget are adequate to cover said expenditures.

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

5. 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.

6. 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



Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the 15th day of September in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Opelika
204 South 7th Street
Opelika, AL 36801

and the Architect:
(Name, legal status, address and other information)

Seay, Seay, and Litchfield, P.C.
1115 South Court Street
Montgomery, AL 36104

for the following Project:
(Name, location and detailed description)

Opelika Police Department and Municipal Court
501 South 10th Street
Opelika, AL 36801

The Construction Manager:
(Name, legal status, address and other information)

The Robins & Morton Group
400 Shades Creek Parkway
Birmingham, AL 35209

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: Architectural Services Agreement (270-17 : Architectural Services agreement for a new OPD HQ facility.)

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The program will be developed by the Architect as part of basic services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be Determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be Determined

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

The following durations are anticipated for each phase of design:

Program Development: 4 weeks

Schematic Design: 6 weeks

Design Development (65% Submittal): 8 weeks

Construction Documents (95% Submittal):	6 weeks
Construction Documents (100% Submittal):	2 weeks

The above design timeframes do not include time for the Owner's review of the drawings or the Construction Manager's timeframe for preparing cost estimates.

.2 Commencement of construction:

To be Determined

.3 Substantial Completion date or milestone dates:

To be Determined

.4 Other:

None

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

☐ One Contractor

☒ Multiple Prime Contractors

☐ Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Phased construction shall be provided as necessary to allow the existing facility to remain operational.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

None

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Mr. Joey Motley
City of Opelika
204 South 7th Street
Opelika, AL 36801

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Any federal, state, or local authority having jurisdiction

§ 1.1.10 The Owner will retain the following consultants:

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(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

To be provided by the Construction Manager

- .3 Land Surveyor:

To be Determined

- .4 Geotechnical Engineer:

To be Determined

- .5 Civil Engineer:

To be provided by the Architect

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

To be Determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Mr. Frank E. Litchfield, III
Seay, Seay, and Litchfield, P.C.
1115 South Court Street
Montgomery, AL 36104

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Blackburn Daniels O'Barr
8805 County Road 40E
Lowndesboro, AL 36752

.2 ~~Mechanical~~ Mechanical, Plumbing, & Electrical Engineer:

Borden Morris & Lerner
903 South Perry Street
Montgomery, AL 36104

.3 ~~Electrical Engineer~~ Civil Engineer:

Professional Engineering Consultants
822 McDonough Street
Montgomery, AL 36104

.4 Other Consultants:

To be determined

§ 1.1.12.2 Consultants retained under Additional Services:

To be Determined

§ 1.1.13 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~ Agreement and for a minimum of two (2) years following Substantial Completion or termination, whichever is sooner.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than one million dollars (\$ 1,000,000).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and in the aggregate. Professional liability deductible shall not exceed \$25,000.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner ~~as an additional insured~~ and Construction Manager as additional insureds on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Unless noted otherwise, Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated

dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project. Design durations provided in Section 1.1.4.1 shall be used to establish Milestone Dates.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review ~~the program and other~~ information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's ~~program~~, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

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§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining ~~either competitive bids or negotiated proposals~~; (2) ~~confirming responsiveness of bids or proposals~~; (3) ~~determining the successful bid or proposal~~, competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by~~

- ~~.1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

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nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously

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prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable ~~promptness~~-promptness, not to exceed two (2) weeks, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable ~~promptness~~-promptness, not to exceed one (1) week. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Unless specifically noted, the Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Included in basic services – see Exhibit A
§ 4.1.1 Programming (B202™ 2009)		
§ 4.1.2 Multiple schematic designs	Architect	Included in basic services – see Exhibit A
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings	Architect	Included in basic services – see

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		<u>Exhibit A</u>
§ 4.1.4 Existing facilities surveys	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.5 Site evaluation and planning (B203™ 2007)	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.6 Building Information Modeling (E202™ 2008)	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.7 Civil engineering	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.8 Landscape design	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.9 Architectural interior design (B252™ 2007)	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.10 Value analysis(B204™ 2007)	<u>Not Provided</u>	
§ 4.1.11 Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12 On-site project representation (B207™ 2008)	<u>Not Provided</u>	
§ 4.1.13 Conformed construction documents	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.14 As-designed record drawings	<u>Not Provided</u>	
§ 4.1.15 As-constructed record drawings	<u>Not Provided</u>	
§ 4.1.16 Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17 Facility support services(B210™ 2007)	<u>Not Provided</u>	
§ 4.1.18 Tenant-related services	<u>Not Provided</u>	
§ 4.1.19 Coordination of Owner's consultants	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.20 Telecommunications/data design	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.21 Security evaluation and planning(B206™ 2007)	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.22 Commissioning (B211™ 2007)HVAC T&B and CMT	<u>Owner</u>	
§ 4.1.23 Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24 LEED® certification(B214™ 2012)	<u>Not Provided</u>	
§ 4.1.25 Historic preservation(B205™ 2007)	<u>Not Provided</u>	
§ 4.1.26 Furniture, furnishings, and equipment design(B253™ 2007)	<u>Architect</u>	<u>Included in basic services – see Exhibit A</u>
§ 4.1.27 Photorealistic rendering and virtual reality	<u>Not Provided</u>	
§ 4.1.28 Property Acquisition, Zoning, Easements	<u>Not Provided</u>	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability

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- considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
 - .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
 - .6 ~~Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
 - .7 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 ~~Evaluation of the qualifications of bidders or persons providing proposals;~~
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 ~~Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of preparation or revision of the Instruments of Service for changes in the scope or quality of the work that were not contemplated during the design process and are not a result of errors, omissions, or conflicts in the Architect's Instruments of Service;~~
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 ~~Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier. Work.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Fifty (50) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, ~~including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.~~ Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated

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in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Owner provided testing shall also include all special inspections required by Chapter 17 of the International Building Code.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner where documentation and or design of such labor, materials, and equipment is included in the scope of the Instruments of Service prepared by the Architect.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.8 See Exhibit A.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ This nonexclusive, royalty-free, and irrevocable license shall survive termination of this Agreement.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

~~§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

Init.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, 3 and as modified in Article 4, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit A

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As outlined in Article 4

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>ten</u>	percent (	<u>10</u>	%)
Design Development Phase (<u>65%</u> <u>CD</u>)	<u>forty</u>	percent (	<u>40</u>	%)
Construction Documents Phase	<u>twenty-five</u>	percent (	<u>25</u>	%)
Bidding or Negotiation Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized out of town travel and subsistence;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 ~~Printing, reproductions, plots, standard form documents;~~ documents in excess of three (3) sets per design phase;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 ~~Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- .8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the or Architect's Consultants expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; exceeding those set forth in Article 2 of this Agreement;~~
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Init.

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 User Notes:

(1379152746)

Attachment: Architectural Services Agreement (270-17 : Architectural Services agreement for a new OPD HQ facility.)

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

4 % per annum

§ 11.10.3 ~~The During the Design and Bidding phases of the Project, the~~ Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, ~~or to offset sums requested by or paid to contractors for the cost of changes in the Work Architect~~ unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See Exhibit A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~
- .3 ~~AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

City of Opelika
(Printed name and title)

ARCHITECT (Signature)

Seay, Seay, and Litchfield, P.C.
(Printed name and title)

Attachment: Architectural Services Agreement (270-17 : Architectural Services agreement for a new OPD HQ facility.)

Init.

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User Notes:

(1379152746)

24

Exhibit A

4.2; add

4.2.1 Programming Services:

As part of Architect's Basic Services, the Architect will provide the Owner with programming services to outline project goals and space requirements. Services/deliverables included under these programming services shall include written program document outlining space requirements, equipment descriptions and operational requirements, spatial adjacency requirements including a graphic document delineating the functional relationships between spaces, and a cost-per-square foot based cost estimate.

4.2.2 Multiple Schematic Designs, Site Evaluation and Planning:

As part of Architect's Basic Services, the Architect will provide the Owner with options for site utilization, building layout, construction phasing, renovation and/or reuse of existing facilities. If multiple designs are required beyond the Schematic Design Phase, an equitable adjustment to the Architect's Fee compensation will be negotiated based upon the level of effort required on the part of the Architect.

4.2.3 Measured Drawings and Existing Facilities Survey:

At the time of the agreement, the project is anticipated to include new construction and phased demolition of the existing facilities. Thus, detailed measured drawings of the existing facility are not anticipated to be required. If, during the course of the design, the Architect is directed to renovate the existing facility in lieu of demolition of the existing facility, the basic fee percentage will be increased in accordance with the provisions of Article 11.1 and the cost of producing existing facilities surveys and measured drawings will be included in the Architect's Basic Services.

4.2.4 Building Information Modeling, Photorealistic Rendering and Virtual Reality:

The Architect intends to design and document the Project using Building Information Modeling (BIM) Software. Thus, basic three dimensional images and viewing of the BIM model during the design process will be provided to the Owner at no additional cost to assist in providing a general understanding of the design intent including size, scale, and proportions of building elements. The basic three dimensional images and viewing of the BIM model shall not be construed by the Owner to be an accurate representation of material color, texture, and/or final appearances of building elements. The scope of basic services does not include photorealistic renderings of the proposed design or viewing of the project in virtual reality. If during the course of the design, photorealistic renderings and/or virtual reality experiences are deemed necessary by the Owner, the Architect will provide a fee proposal for the time and effort required to provide the rendering or virtual reality experience. The cost of computer hardware and software required to produce photorealistic renderings and virtual reality experiences shall be paid by the Architect as part of Architect's Basic Services.

4.2.5 Civil Engineering:

As part of Architect's Basic Services the Architect will provide standard civil engineering design and documentation. In accordance with Article 5, the Owner shall furnish

surveys to provide physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. All other standard civil engineering services shall be provided by the Architect including but not limited to site layout, grading, and drainage systems designs. The cost of site work and civil construction shall be included in the Cost of the Work for determination of the Architect's Basic Fee.

4.2.6 Landscape Design:

As part of Architect's Basic Services, the Architect will provide landscape plans and specifications including plant material selections as well as design of permanent in-ground irrigation systems. The cost of all plant materials, permanent irrigation systems, and the labor required for installation of the specified plantings and irrigation systems shall be included in the Cost of the Work for determination of the Architect's Basic Fee.

4.2.7 Architectural Interior Design:

As part of Architect's Basic Services, the Architect will provide basic interior design services. Basic Interior Design services shall be defined as design of all permanent walls, floors, ceilings, and the permanent finishes and fixtures that are applied to the walls, floors, and ceilings. The cost for all permanent finishes and fixtures shall be included in the Cost of the Work for the determination of the Architect's Basic Fee. The Architect will also provide a schematic layout for all furnishings, fixtures, and equipment (FF&E). The Architect will design all building systems and components, electrical services, plumbing services and other means necessary for the proper installation and operation of the proposed FF&E.

4.2.8 Conformed Documents for Construction:

As part of Architect's Basic Services, the Architect shall prepare conformance documents that incorporate all changes to the bid documents that were made by addendum and/or a value engineering process after the completion of the Construction Document phase. The Architect will provide printed copies of the Conformance Documents to the Owner in the quantities listed in Article 11 of this agreement. The Architect will also provide digital copies of the Conformance Documents to the Contractor for reproduction at the Contractor's Expense. No printed copies of the bid documents or conformance documents will be provided by the Architect to the Contractor and prospective bidders as a part of the Architect's Basic Services.

4.2.9 Architect's Coordination of Owner's Consultants:

As part of Architect's Basic Services, the Architect shall coordinate with the Owner's consultants regarding the required scope of work, type and quality of deliverables required, and timeframes for completion of the work required by the Owner's Consultants. The Architect will communicate with the Owner's Consultants via the Owner's Representative or Construction Manager.

4.2.10 Telecommunications/Data/Audio-Visual Design:

As part of Architect's Basic Services, the Architect will provide services for telecommunications/data/audio-visual systems design. The cost of telecommunications /data/ audio-visual systems shall be included in the Cost of the Work for determination of the Architect's Basic Fee.

4.2.11 Security Evaluation and Planning:

As part of Architect's Basic Services, the Architect will provide security consulting to review the design and assist in providing design drawings and specifications for security systems, equipment, and processes. The cost of security equipment (including but not limited to metal detectors, special imaging machines, pedestrian flow devices, vehicular deterrent devices, etc...) shall be included in the Cost of the Work for determination of the Architect's Basic Fee.

4.2.12 New Furniture, Furnishings, and Equipment Design:

As part of Architect's Basic Services, the Architect will provide Comprehensive Interior Design Services. The scope of Comprehensive Interior Design services includes but is not limited to furniture selection, detailed systems furniture design, detailed interior wayfinding and room signage design, and selection of artwork. The cost of all new FF&E included in the scope of the Comprehensive Interior Design will be included in the Cost of the Work for determination of the Architect's Basic Fee.

6.8; add

6.8 Should the Owner instruct the Architect to prepare additive alternate bid items, the Cost of the Work for Schematic Design, Design Development, Construction Document and the Procurement Phases of Architect's Basic Services will include the cost of unaccepted additive alternate bid items. The Cost of the Work for Construction Phase of Basic Services shall not include the cost of unaccepted additive bid items. Similarly, should the Owner instruct the Architect to prepare deductive alternate bid items, the Cost of the Work for Schematic Design, Design Development, Construction Document and the Procurement Phases of Architect's Basic Services will not include the cost of any accepted deductive bid items. The Cost of the Work for the Construction Phase of Basic Services shall include the total cost of construction inclusive of any accepted deductive alternate bid items.

11.1; add

Architect's Basic Fee shall be a percent of the Cost of the Work as follows:

Cost of the Work	New Construction	Renovation
Up to \$100,000	10%	12.5%
\$100,001 - \$200,000	9%	11.2%
\$200,001 - \$300,000	8%	10%
\$300,001 - \$400,000	7.9%	9.9%
\$400,001 - \$500,000	7.8%	9.8%
\$500,001 - \$600,000	7.7%	9.6%
\$600,001 - \$700,000	7.6%	9.5%
\$700,001 - \$800,000	7.5%	9.4%
\$800,001 - \$900,000	7.4%	9.2%
\$900,001 - \$1,000,000	7.3%	9.1%
\$1,000,001 - \$1,250,000	7.2%	9%
\$1,250,001 - \$1,500,000	7.1%	8.9%
\$1,500,001 - \$1,750,000	7%	8.8%
\$1,750,001 - \$2,000,000	6.9%	8.6%
\$2,000,001 - \$2,500,000	6.8%	8.5%

\$2,500,001 - \$3,000,000	6.7%	8.4%
\$3,000,001 - \$3,500,000	6.6%	8.2%
\$3,500,001 - \$4,000,000	6.5%	8.1%
\$4,000,001 - \$5,000,000	6.4%	8%
\$5,000,001 - \$6,000,000	6.3%	7.9%
\$6,000,001 - \$8,000,000	6.2%	7.8%
\$8,000,001 - \$10,000,000	6.1%	7.6%
\$10,000,001 - \$12,000,000	6%	7.5%
\$12,000,001 - \$14,000,000	5.9%	7.4%
\$14,000,001 - \$16,000,000	5.8%	7.3%
\$16,000,001 - \$18,000,000	5.7%	7.1%
\$18,000,001 - \$20,000,000	5.6%	7%

The fee percentage shall be calculated using the cumulative total of the Cost of the Work as defined in Article 6.1. There shall be one percentage inclusive of all phases of construction and demolition, and the cumulative total of all separate bid packages added together. The Architect will be required to deliver one set of construction documents as part of basic services. If deemed necessary, the Construction Manager will, using the Architect's Instruments of Service, divide the construction documents into multiple separate bid packages for awarding multiple contracts. The Owner shall be responsible for all cost associated with advertising and awarding the bid packages.

11.3, 11.4 and 11.7; add Hourly Rates for Consultants not listed below shall be subject to the approval of the Owner. All other additional services provided by the Architect shall be billed at the following Hourly Rates:

Seay Seay & Litchfield, P.C.	Hourly Rate
Senior Principal Architect	\$220
Principal Architect	\$200
Project Manager/Architect II	\$175
Architect	\$150
Project Manager/Intern Architect IV	\$130
Project Manager/Intern Architect III	\$120
Graduate Intern Architect II	\$100
Graduate Interior Intern II	\$110
Intern Architect I	\$85
Graphic Designer	\$85
Architectural Clerical	\$70

Reimbursable Expense = Cost x 1.10

Travel Expense = \$0.535/mile

Consultant hourly fees billed to Architect shall be marked up by the Architect x 1.10.

Civil Design	Hourly Rate
Principal Civil Engineer	\$120
Principal Civil Designer/Project Manager	\$110
Junior Civil Engineer	\$100
Civil Drafting	\$85

Survey Party	\$150
Field Staking	\$150
Survey w/ GPS	\$200
Civil Clerical	\$60
MEP Design	Hourly Rate
Principal Engineer	\$185
Engineer	\$125
Designer	\$95
Drafter	\$75
Clerical	\$60
Structural Design	Hourly Rate
Structural Engineer	\$125
Structural Drafting	\$55
Structural Clerical	\$35

12; add

12.1 Alabama Immigration Law:

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.

12.2 Insurance Requirements:

As part of an agreement between the Owner and Contractor, the Owner shall require the Contractor to include the Architect as Additional Insured.



SEAYS-1

13.36.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Insurance, Inc. 3300 Gatsby Lane (36106) P.O. Box 11408 Montgomery, AL 36111-0408 William M. Richardson, III	334-277-8970	CONTACT NAME: Bill Richardson/Megan McLain PHONE (A/C, No, Ext): 334-277-8970 FAX (A/C, No): 334-271-0491 E-MAIL ADDRESS: m.mclain@thomins.com
INSURED Seay, Seay and Litchfield, PC 1115 South Court Street Montgomery, AL 36104		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: Admiral Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 38288 24856

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			21SBATO5604	06/15/2017	06/15/2018	EACH OCCURRENCE \$ 1,000,0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,0 MED EXP (Any one person) \$ 10,0 PERSONAL & ADV INJURY \$ 1,000,0 GENERAL AGGREGATE \$ 2,000,0 PRODUCTS - COMP/OP AGG \$ 2,000,0
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			21UECJT3173	06/15/2017	06/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,0 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			21SBATO5604	06/15/2017	06/15/2018	EACH OCCURRENCE \$ 1,000,0 AGGREGATE \$ 1,000,0
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WECZQ5129	06/15/2017	06/15/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,0 E.L. DISEASE - EA EMPLOYEE \$ 1,000,0 E.L. DISEASE - POLICY LIMIT \$ 1,000,0
B	Arch & Eng Prof Liab			EO00002966801 \$20,000 DEDUCTIBLE	07/07/2017	07/07/2018	Per Claim \$ 1,000,0 Aggregate \$ 2,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Opelika Police Department and Municipal Court

Please see the attached.

CERTIFICATE HOLDER

CANCELLATION

ROM02BI

The Robins & Morton Group
400 Shades Creek Pkwy, Ste 200
Birmingham, AL 35209

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE ROM02BI
INSURED'S NAME Seay, Seay and Litchfield, PC

SEAYS-1
OP ID: MM

PAGE

13.36.a

Date 10/03/2017

The Robins & Morton Group and The City of Opelika are listed as an Additional Insured in regards to the General Liability policy if required by a written contract. A waiver of subrogation applies in regards to the General Liability and Works Compensation policies if required by a written contract. A 30 day notice of cancellation applies with a 10 day notice for non-payment.

Attachment: Architectural Services Agreement (270-17 : Architectural Services agreement for a new OPD HQ facility.)

RESOLUTION NO. 271-17

Lawsuit, engagement letter Bradley Arant.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH
BRADLEY ARANT BOULT CUMMINGS, LLP

WHEREAS, the City of Opelika, Alabama (the “City”) operates an automated traffic enforcement program; and

WHEREAS, said automated traffic enforcement program uses cameras to capture images of vehicles running red lights; and

WHEREAS, on October 4, 2017, a lawsuit was filed in the Circuit Court of Lee County, Alabama against the City of Opelika and American Traffic Solutions, Inc., challenging the legality of the City of Opelika’s automated red light camera enforcement program (the “lawsuit”); and

WHEREAS, the lawsuit is styled “Jordan Mills and Bradley Braswell v. City of Opelika, Alabama and American Traffic Solutions, Inc., being Case Number 43-CV-2017-900507.00”; and

WHEREAS, the City intends to vigorously defend the lawsuit; and

WHEREAS, the City Council desires to retain legal counsel to represent the City and protect the interests of the City in the pending lawsuit; and

WHEREAS, Bradley Arant Boulton Cummings, LLP possesses the desired skills and expertise to represent the City in the lawsuit; and

WHEREAS, a proposed Engagement Letter to be entered into between the City and Bradley Arant Boult Cummings, LLP has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Engagement Letter.

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

1. That the proposed Engagement Letter between the City and Bradley Arant Boult Cummings, LLP, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Engagement Letter.
2. That the Mayor is hereby authorized and directed to execute and deliver said Engagement Letter in the name and on behalf of the City.
3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Engagement Letter.

4. That all compensation and expenses payable to Bradley Arant Boult Cummings pursuant to the Engagement Letter shall be paid from the Unassigned Fund Balance.

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

5. 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



Robert E. Poundstone IV

bpoundstone@bradley.com

334.956.7645

October 13, 2017

City of Opelika
Attn: Guy Gunter
Opelika, AL

By Email: ggunter@opelika-al.gov

Re: City of Opelika re: Jordan Mills, Bradley Braswell, and America Traffic Solutions

Dear Guy:

Thank you for asking Bradley Arant Boult Cummings LLP ("Bradley") to represent the City of Opelika in connection with the above-referenced matter. This letter confirms our engagement and describes the basis on which we will provide our legal services. If at any time you have questions or there is some action on our part that will better suit your needs, please let us know. We want you to be fully satisfied with the legal services we provide.

Client. Our client in this matter will be the City of Opelika ("Client" or "you"). Unless we agree otherwise in writing, persons and entities related to you or sharing your interests are not our clients.

Scope of Engagement. The scope of our engagement and duties to you will relate solely to this matter. Our acceptance of this engagement does not mean we represent you or your interests in other matters. Any expansion of our scope of work in this matter, and any representation of you in other matters, will be set forth in a separate letter or agreement. If we undertake to represent you in other matters without specific terms of engagement, the terms of this letter will apply.

What we need from you. Please keep us informed of developments that may affect the work we are doing for you. Also, we expect that you will commit sufficient resources to meet the demands of the matter and be available to attend meetings and necessary legal proceedings. Please provide us all documents and other information necessary for us to perform our work for you. We also ask that you promptly review and pay our invoices. Please ask us any questions you may have about our services or charges.

Advice about Possible Outcomes. During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.

Attachment: CM 10-17-17, lawsuit, engagement letter Bradley Arant, red light cameras (271-17 : Lawsuit, engagement letter Bradley Arant.)

City of Opelika
 October 13, 2017
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Fees, Costs and Staffing. Our fees are based on hourly rates that vary depending on the lawyer or legal assistant involved. They are also subject to periodic adjustment, general such adjustments occur at the beginning of the calendar year. Hourly rates for partners on this matter will be \$395 per hour. Associates will bill at \$295 per hour. Other attorneys and legal assistants may assist on this matter when necessary. We will bill this matter in ¼ hour increments.

In addition to our legal fees, we will bill you for costs and expenses we incur on your behalf or in the course of our representation. These may include items such as document reproduction, computer-assisted research, delivery and courier services, filing fees, travel expenses and other costs reasonably incurred. Depending on the nature of the expense, we may ask that certain expenses be billed to you and be paid directly by you.

Estimates. If you request, we will provide you an estimate or range of legal fees or costs. Any such estimate or range will necessarily be based on assumptions about the remaining scope of services and expected level of effort. It will also be based on information and circumstances known to us at the time. Any estimate or range is not binding, is subject to periodic revision and should not be construed as a promise or guarantee your matter can be concluded within the estimate or range of fees or costs.

Invoicing and Payment for our Services. We expect to send our bills to you monthly. Unless you instruct otherwise, your billing address will be the same address used to send you this letter. If an insurer, indemnitor or other third party agrees to receive, review or pay our bills, we should address in advance the legal and ethical ramifications of such an arrangement. Our bills are due upon receipt. If we are not promptly paid, we reserve the right to suspend further service to you until such time as we reach a resolution regarding payment.

Discovery and Data Management Services. For e-discovery and other purposes, Bradley offers data hosting and management services. The scope of this engagement does not include these services, unless we agree otherwise in a separate agreement. If you want these services, that agreement will address the parameters and costs of such services, whether provided by professionals in our offices or by outside vendors whose work we supervise.

Digital Tools. We may find it useful to use or create digital tools in this representation. For example, we may allow you access to our computer system via an extranet or create databases for use in this matter. The use of certain of these tools may require you to sign additional documents to confirm responsibility for password protection and to address other appropriate concerns. We will not be required to maintain these tools beyond the termination of this engagement absent a written agreement to the contrary.

Conflicts of Interest. We have evaluated this engagement for conflicts of interest on the basis that we represent only you in this matter. We are not presently aware of any conflicts.

As we have discussed, Bradley is a large law firm that represents many other companies and individuals in a variety of matters. From time to time we are called upon to work on legislative and other initiatives that are not specific to any municipality but impact local taxation on a state-wide basis. It is possible that during the time we are representing you, some of our

City of Opelika
October 13, 2017
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present or future clients may have transactions or disputes with you. You have agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for you (or legislative matters), even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. You also expressly agree that lawyers in our firm may continue to represent taxpayers in sales, use, property, business license, and other tax negotiations and proceedings with you provided such representation is not directly related to this matter or any other matter in which we are representing you. We agree, however, that your prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to your material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Termination of Engagement. You may terminate our engagement at any time by written notice. Likewise, Bradley may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further. You will be responsible for our fees and expenses for our entire engagement, through and including any termination.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation will conclude when we complete the specific services you have retained us to perform. At your request, we will return your papers and property to you upon our receipt of final payment. We will retain our own files pertaining to the matter, including, for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda and legal and factual research.

Please retain all documents that we send you in accordance with your own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement.

Post-Engagement Matters. You are engaging Bradley to provide legal services in connection with a specific matter. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship.

After this matter is concluded, changes in law or circumstances may occur that could impact your future rights and liabilities. Unless you specifically engage us to provide advice on matters arising in the future, we have no continuing obligation to advise you with respect to future developments.

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Please sign a copy of this letter and return it to me. While we prefer to have a signed copy of this letter in our file before beginning work on this matter, we will begin work earlier if circumstances require. Accordingly, our performance of services with your knowledge will be deemed your consent to the terms of the letter unless we hear from you to the contrary. We look forward to working with you on this matter.

BRADLEY ARANT BOULT CUMMINGS LLP

By: Robert E. Poundstone IV
Robert E. Poundstone IV

ACCEPTED:

City of Opelika

By: _____

Printed Name: _____

Title: _____

Attachment: CM 10-17-17, lawsuit, engagement letter Bradley Arant, red light cameras (271-17 : Lawsuit, engagement letter Bradley Arant.)

ORDINANCE NO. (ID # 2417)

Amend Academy Estates PUD Master Plan, Academy Drive - 2nd Reading

ORDINANCE NO. _____

ORDINANCE TO AMEND THE DEVELOPMENT PLAN FOR ACADEMY ESTATES PUD

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

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

(a) Preston Holdings, LLC heretofore submitted to the City a Development Plan for a planned unit development (“PUD”) entitled “Academy Estates PUD” consisting of approximately 99 acres.

(b) Pursuant to Ordinance No. 116-05, the City Council approved said Development Plan for Academy Estates PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development (“PUD”) for approximately 99 acres located west of Veterans Parkway, east of Lee Scott Academy and north of Pepperell Parkway.

(c) In November 2014, the City Council approved an amendment to move property types into different locations.

(d) All of the property within Academy Estates PUD has been developed except for approximately 18.59 acres located north of the single-family development on Hampstead Lane.

(e) Kenneth Hood has heretofore submitted to the City a proposed amended Development Plan for the remaining undeveloped 18.59 acres of Academy Estates PUD.

(f) The proposed amended Development Plan provides for fifty-two (52) single-family lots. The current Development Plan as approved by the City Council provides for the construction of seventy-four (74) condominium units which are replaced in the amended Development Plan with single-family units. The proposed density of the undeveloped area in the amended Development Plan is 2.8 housing units per acre. The original Development Plan proposed 4.0 housing units per acre to be developed as condominiums.

(g) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.

(h) The Planning Commission recommended approval of the amended Development Plan for Academy Estates PUD.

(i) It is advisable and in interest of the City and the public interest that the amended Development Plan be approved.

Section 2. Approval of Amended Development Plan. The amended Development Plan as submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

Section 3. Retention of Copies of the Amended Development Plan. Copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 4. Repealer. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 6. Publication. This Ordinance shall be published one (1) time 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. 126-17-ORD

Lease property to AMEA, Solar Power Plant - OPS - First Reading.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE LEASING OF 0.346 OF
UNIMPROVED PROPERTY LOCATED ON FOX RUN PARKWAY
TO ALABAMA MUNICIPAL ELECTRIC AUTHORITY

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama (the "City") is not currently needed for public or municipal purposes, to-wit:

Commencing at a found 1/2' rebar (bent) at the southeast corner of lot 3-CD of Fox Run Industrial Park, First Revision, First Addition, A Combination of Lots 3-C and 3-D, as recorded in Plat Book 34, Page 146, in the office of the Judge of Probate of Lee County, Alabama, said point being on the southwesterly R/W line of Fox Run Parkway (U. S. Highway No. 431); thence northwesterly along said R/W line, being a curve concave southwesterly, and having a radius of 4519.64 feet, an arc length of 193.51 feet, a chord bearing of N12°43'12"W, and a chord distance of 193.49 feet to a 1/2" rebar and cap, set and the True Point of Beginning of the Lease Parcel herein described; thence, leaving said R/W line, S75°06'09"W, 100.00 feet to a 1/2" rebar and cap, set; thence N14°53'51"W, 150.00 feet to a 1/2" rebar and cap, set; thence N75°06'09"E, 100.00 feet to a 1/2" rebar and cap, set on the southwesterly R/W line of the aforementioned Fox Run Parkway (U. S. Highway No. 431); thence southeasterly along said R/W line, being a curve concave southwesterly, and having a radius of 4519.64 feet, an arc length of 150.01 feet, a chord bearing of S14°53'51"E, and a chord distance of 150.00 feet to the True Point of Beginning.

Said parcel of land lying and being in the northeast quarter of Section 8, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama, and containing 15,062.23 square feet or 0.346 acres, more or less.

Section 2. That the City, having received an offer from Alabama Municipal Electric Authority, a public corporation, to lease the real property described in Section 1 above, it is hereby declared to be in the best interest of the public and the City, to lease said property to Alabama Municipal Electric Authority for a term of forty (40) years.

Section 3. That a proposed Solar Ground Lease to be entered into between the City and Alabama Municipal Electric Authority., a copy of which is attached as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. Pursuant to the authority granted by §11-47-21 of the *Code of Alabama*, 1975, the Mayor is hereby authorized and directed to execute and deliver said Solar Ground Lease in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to attest said Solar Ground Lease.

Section 5. That the property described above in Section 1 above shall be leased to Alabama Municipal Electric Authority for rent of \$1.00 per annum and said property shall be used exclusively for the construction and operation of the solar photovoltaic power plant and such other uses as the City may approve.

Section 6. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. That the City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

 CITY CLERK

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

 CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

 MAYOR

ATTEST:

 CITY CLERK

DESCRIPTION FOR OPELIKA POWER SERVICES – LEASE PARCEL “A”

Commencing at a found ½” rebar (bent) at the southeast corner of Lot 3-CD of Fox Run Industrial Park, First Revision, First Addition, A Combination of Lots 3-C and 3-D, as recorded in Plat Book 34, Page 146, in the office of the Judge of Probate of Lee County, Alabama, said point being on the southwesterly R/W line of Fox Run Parkway (U. S. Highway No. 431); thence northwesterly along said R/W line, being a curve concave southwesterly, and having a radius of 4519.64 feet, an arc length of 193.51 feet, a chord bearing of N12°43’12”W, and a chord distance of 193.49 feet to a ½” rebar and cap, set and the True Point of Beginning of the Lease Parcel herein described; thence, leaving said R/W line, S75°06’09”W, 100.00 feet to a ½” rebar and cap, set; thence N14°53’51”W, 150.00 feet to a ½” rebar and cap, set; thence N75°06’09”E, 100.00 feet to a ½” rebar and cap, set on the southwesterly R/W line of the aforementioned Fox Run Parkway (U. S. Highway No. 431); thence southeasterly along said R/W line, being a curve concave southwesterly, and having a radius of 4519.64 feet, an arc length of 150.01 feet, a chord bearing of S14°53’51”E, and a chord distance of 150.00 feet to the True Point of Beginning.

Said parcel of land lying and being in the northeast quarter of Section 8, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama, and containing 15,062.23 square feet or 0.346 acres, more or less.

NOTES:

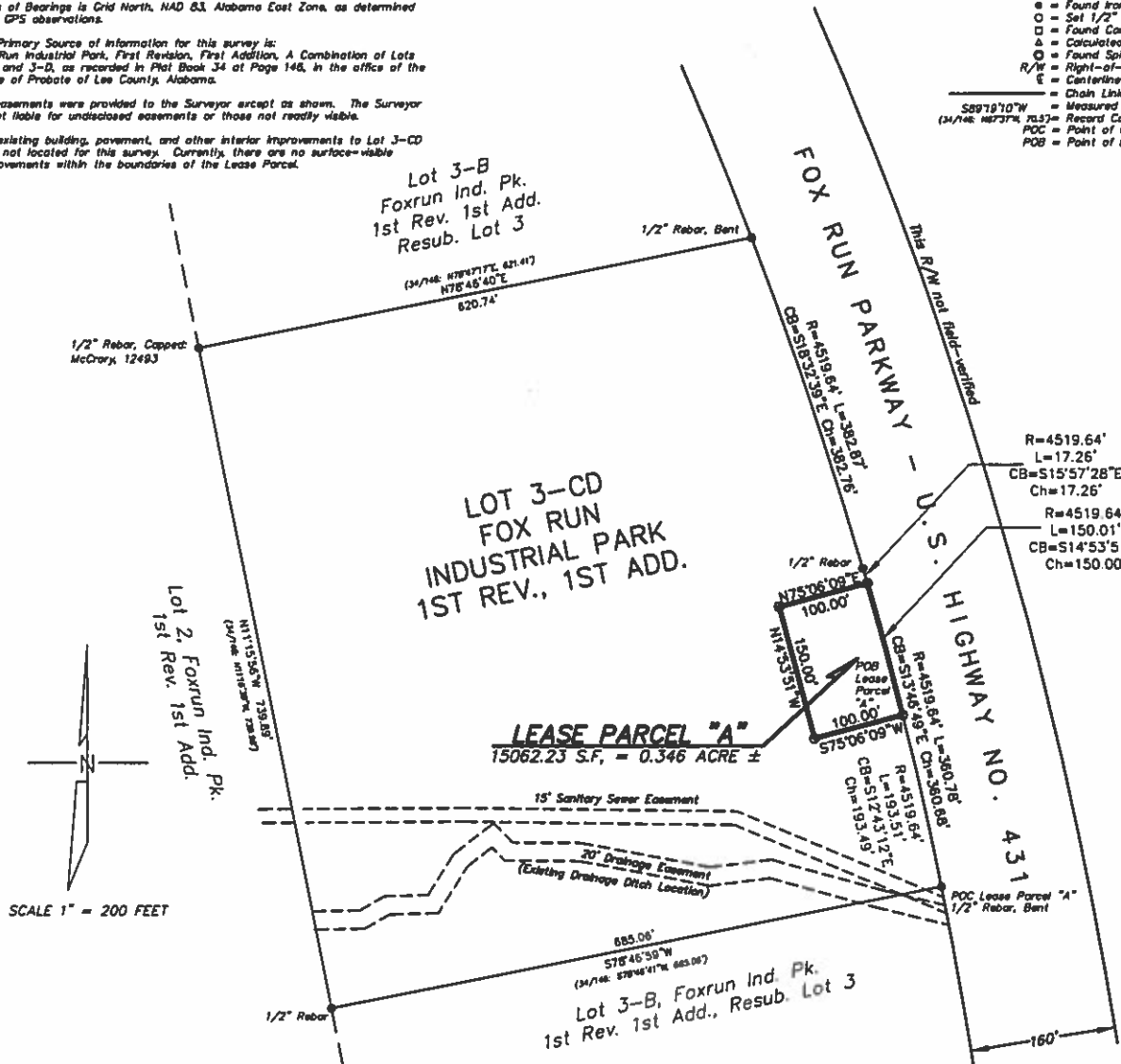
Basis of Bearings is Grid North, NAD 83, Alabama East Zone, as determined from GPS observations.

The Primary Source of Information for this survey is: Fox Run Industrial Park, First Revision, First Addition, A Combination of Lots 3-C and 3-D, as recorded in Plat Book 34 at Page 148, in the office of the Judge of Probate of Lee County, Alabama.

No easements were provided to the Surveyor except as shown. The Surveyor is not liable for undisclosed easements or those not readily visible.

The existing building, pavement, and other interior improvements to Lot 3-CD were not located for this survey. Currently, there are no surface-visible improvements within the boundaries of the Lease Parcel.

- = Found Iron Pin
- = Set 1/2" Rebar & Cap
- = Found Conc. Monument
- △ = Calculated Point
- = Found Spindle
- R/W = Right-of-Way
- C = Centerline
- = Chain Link Fence
- = Measured Course & Distance
- = Record Course & Distance
- POC = Point of Commencement
- POB = Point of Beginning



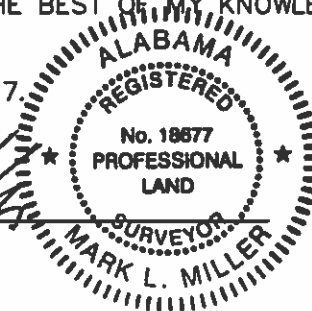
LEASE PARCEL SURVEY FOR OPELIKA POWER SERVICES

SEC. 8 T-19-N R-27-E
OPELIKA LEE COUNTY ALABAMA

I, MARK L. MILLER, A REGISTERED SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCORDING TO MY SURVEY OF SEPTEMBER 25, 2017.

Mark L. Miller
Cert. No. 18677



CITY OF OPELIKA
ENGINEERING DEPT.
700 FOX TRAIL
OPELIKA, AL
36801
(334) 705-5450
mmiller@opelika-al.gov
FoxrunIndPkJCD OPS Site.dwg

SOLAR GROUND LEASE

THIS SOLAR GROUND LEASE ("Lease") is entered into as of _____, 2017 (the "Effective Date"), by and between the City of Opelika, a municipal corporation under the laws of the State of Alabama, as the landlord ("Landlord"), and Alabama Municipal Electric Authority, a public corporation under the laws of the State of Alabama, as the tenant ("Tenant").

WITNESSETH:

WHEREAS, Landlord owns certain land in Lee County, Alabama, more specifically described in Exhibit A, attached hereto and incorporated herein by this reference, together with all rights, easements and appurtenances thereunto belonging or appertaining, including all rights, title, and interest possessed by Landlord over the land underlying the publicly dedicated streets lying within the boundaries of the area described in Exhibit A (the "Site"); and

WHEREAS, Tenant desires to use the Site for the purpose of constructing, installing, operating and maintaining a solar photovoltaic power plant (the "Project"); and

WHEREAS, Landlord desires to lease the Site to Tenant and Tenant desires to lease the Site from Landlord pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand paid, the mutual agreements and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. Basic Terms

1.1 Definitions. Initially-capitalized words and phrases in this Lease shall have the meanings set forth in the preamble and in this Lease, unless otherwise required by the context in which they appear.

1.2 Lease. Landlord hereby leases the Site to Tenant, and Tenant hereby leases the Site from Landlord, for the Term, on all the terms and conditions contained in this Lease. It is also hereby agreed as follows:

(a) Landlord hereby agrees to use its commercially reasonable efforts to provide as much advance written notice to Tenant as is reasonably possible of any planned utility outages at the Site.

(b) The parties hereby agree that they shall record or cause to be recorded an executed short form of this Lease within thirty (30) days of the Effective Date, at the sole cost and expense of Tenant.

(c) Tenant shall at all times keep the Site free from accumulations of waste materials. Before completing the installation of the Project, Tenant shall remove from the Site

any rubbish, tools, scaffolding, equipment, and materials and leave the area in a clean, neat, and orderly condition.

(d) During the maintenance and operation of the Project, Tenant shall keep the Site in a clean, neat, and orderly condition.

ARTICLE II. Term and Rent

2.1 Term and Termination. The term of this Lease shall commence on the Effective Date and shall terminate on the fortieth (40th) anniversary of the Effective Date (the “Expiration Date”), unless otherwise earlier terminated pursuant to terms and provisions contained herein (the “Term”). On the Expiration Date, this Lease shall terminate and Tenant shall surrender the Site and the Project to Landlord in good condition, reasonable wear and tear excepted.

2.2 Rent and Taxes. As compensation for entering into this Lease, Tenant shall pay to Landlord rent (the “Annual Rent”), equal to One Dollar (\$1) per annum. The Annual Rent shall be due and payable in advance on or before the Effective Date and each anniversary thereof during the Term. Tenant shall have the right, but not the obligation, to pay all of the Annual Rent in advance. Tenant shall pay, or cause to be paid, as the same shall respectively become due, all utility or other charges, including “service charges,” incurred or imposed for the operation, maintenance, use, occupancy, upkeep, and improvement of the Site. Landlord shall pay, or cause to be paid, as the same shall respectively become due: (i) all taxes, regulatory fees, and governmental charges of any kind whatsoever, including ad valorem taxes, that may at any time be lawfully assessed or levied against or with respect to the Site; and (ii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements which are in respect of the Site or any part thereof.

ARTICLE III. Operation and Maintenance

3.1 Permits. Tenant shall solely be responsible for obtaining any and all necessary permits or other authorizations from any and all governmental authorities in order to design, construct, install and operate the Project during the Term of this Lease.

3.2 No Cost to Landlord. Tenant hereby agrees that all work incident to the design, construction, installation, operation, maintenance, repair, replacement, upgrade, or other use of the Project on the Site shall be performed by the Tenant, its employees, officers, directors, independent contractors, subcontractors, or any other agent without cost or expense to the Landlord.

3.3 Maintenance and Repair. Any repair or maintenance of the Project will be completed by and for Tenant, at its sole cost and expense, for Tenant’s benefit as legal and beneficial owner of the Project. Tenant hereby agrees that all work performed by it, its employees, officers, directors, independent contractors, subcontractors, or other agents, including without limitation those parties charged with designing, constructing, installing, operating, maintaining, repairing, replacing, upgrading, or otherwise using the Project as contemplated by this Lease shall be performed in accordance with and shall comply in all material respects with

all applicable governmental laws, regulations, and ordinances. Tenant hereby agrees that any design, construction, installation, operation, maintenance, repair, replacement, upgrade, or other use of the Project shall be performed in accordance with the terms and provisions of this Lease and that, except in the case of emergencies, Tenant shall give Landlord prior written notice of any such repair or maintenance.

3.4 Right To Delegate Duties. Tenant shall have the right to delegate responsibility for certain oversight and management activities to one or more independent contractors or subcontractors that will be providing certain services on behalf of Tenant. Tenant shall be responsible for all work performed on the Site and for the delivery, storage, security, and disposition of all materials delivered to the Site during the construction and installation of the Project and during the maintenance, repair, replacement, upgrade, operation, or any other use of the Project during the Term.

3.5 Indemnity and Hold Harmless Provisions.

(a) Tenant. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless the Landlord and Landlord's agents and employees (collectively, the "Landlord Indemnified Party(ies)"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees, resulting from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Tenant or its contractors, agents or employees during the design, construction and installation of the Project as well as during the operation, management and maintenance of the Project for the term of this Lease in connection with this Lease; provided, however, that nothing herein shall require Tenant to indemnify any Landlord Indemnified Party under this Section 3.5(a) to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, any of the Landlord Indemnified Parties.

(b) Landlord. To the fullest extent permitted by law, Landlord shall defend, indemnify and hold harmless the Tenant and Tenant's directors, officers, agents and employees (collectively, the "Tenant Indemnified Party(ies)"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees, resulting from the breach of any representation or warranty set forth in this Lease, and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the acts or omissions of Landlord or its contractors, agents, invitees, members, trespassers or employees in connection with this Lease or such persons' use of or presence upon the Site; provided, however, that nothing herein shall require Landlord to indemnify any Tenant Indemnified Party under this Section 3.5(b) to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, any of the Tenant Indemnified Parties.

(c) Landlord represents and warrants to Tenant that to its actual knowledge, there are no Hazardous Materials present on, in or under the Site in violation of any applicable federal, state or local law or regulation (collectively, "Environmental Laws"). Landlord shall not introduce or use any Hazardous Materials on, in or under the Site in violation of any Environmental Law. If Landlord becomes aware of any such Hazardous Materials, Landlord shall promptly notify Tenant of the type and location of such materials in writing. "Hazardous Materials" shall mean any substance or chemical which is a "health hazard" or "physical

hazard,” including any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as such Acts have been or are hereafter amended from time to time.

3.6 Insurance Required.

(a) At all times throughout the Term, Tenant shall maintain the following types of insurance:

(i) Commercial general liability insurance on an occurrence basis, with limits of liability of at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate, and \$10,000,000 maximum;

(ii) “All-risk” property insurance for one hundred percent (100%) of the actual replacement cost of the Project (adjusted annually based on the then current commodity prices for replacement costs);

(iii) Business automobile liability insurance covering owned vehicles, with a \$1,000,000 per accident limit; and

(iv) Worker’s compensation insurance for all employees of Tenant in such amount as is required by law.

(b) Each insurance policy shall be issued by one or more financially responsible insurers with an AM Best rating of A-VIII or better and shall contain an agreement of the insurer waiving all rights of subrogation against Landlord. Without limiting the generality of the foregoing, all insurance policies carried pursuant hereto shall name Tenant and the Landlord as parties insured thereunder as the respective interest of each of such parties may appear. Tenant shall be named as an additional insured under any general liability policy maintained by Landlord with respect to the Site.

(c) Upon learning of any damage or destruction to the Site or the Project, Landlord and Tenant shall promptly give, or cause to be given, written notice of such event to the other party.

3.7 Liens. Tenant hereby agrees that, other than as a co-grantor with Landlord, it shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics’, labor or materialmen’s lien), charge, security interest, encumbrance or claim of any nature (collectively referred to as “Liens”) on or with respect to Landlord’s interest in the Site. If Tenant breaches its obligations under this Section 4.7, it shall (i) promptly cause such Lien to be discharged and released of record without cost to Landlord, and (ii) defend and indemnify Landlord against all costs and expenses (including reasonable attorneys’ fees and expenses and reasonable court costs and expenses) incurred in discharging and releasing such Lien.

ARTICLE IV.

Use

4.1 Use. The Site shall be used by Tenant exclusively for constructing, installing, repairing, removing and operating a solar electric generating system, and all uses in connection therewith, and such other uses as landlord may approve, which consent shall not be unreasonably withheld.

4.2 Waste; Nuisance. Tenant shall not commit, and shall not permit any other Person to commit, any waste, damage, disfigurement or injury to the Site. Tenant shall not cause or maintain, and shall not permit any other person to cause or maintain, a nuisance on the Site.

ARTICLE V.

Damage or Destruction; Condemnation

5.1 Condemnation. If all or any part of the Site or the Project shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord and/or Tenant and those authorized to exercise such right (any such matters being herein referred to as a “Taking”), Landlord and Tenant shall each have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting their rights hereunder and making a claim for their respective damages and expenses as a result of such Taking. Each party so participating shall pay its own expenses therein.

5.2 Termination. If substantially all of the Project is damaged or destroyed by fire or other casualty, or shall be the subject of a Taking, or if substantially all of the Site or the access thereto shall be the subject of a Taking at any time during the Term, Tenant may elect to terminate this Lease upon written notice to the Landlord given within sixty (60) days of the casualty or Taking. For purposes hereof, “substantially all of the Project” shall be deemed to have been damaged or destroyed, or the subject of a taking, if, in Tenant’s reasonable determination, the undamaged or remaining part of the Project or the Site shall be insufficient for the economic and feasible use and operation of the Project at the Site by Tenant.

ARTICLE VI.

Default; Remedies

6.1 Landlord’s Default. Each of the following shall be deemed a default by Landlord:

(a) Failure to perform any act to be performed by Landlord for or to the exclusive benefit of Tenant hereunder and to comply with any provision contained herein with such failure continuing for more than thirty (30) calendar days after written notice of such failure is delivered to Landlord, provided that if a default cannot with due diligence be cured within thirty (30) calendar days from the delivery of notice of said default, then such event shall not constitute a default unless Landlord fails to begin attempting to cure such event within thirty (30) calendar days from the delivery of notice of said default, fails to pursue such cure with reasonable diligence or fails to complete the cure of such event within a reasonable time thereafter, not to exceed ninety (90) calendar days; and

(b) The filing by or against Landlord of a petition under the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof (unless such petition is dismissed within sixty (60) days of the filing thereof); Landlord being adjudged bankrupt or insolvent in proceedings filed against Landlord thereunder; the making by Landlord of a general assignment for the benefit of creditors; Landlord's taking the benefit of any insolvency action or law; the appointment of a permanent receiver or trustee in bankruptcy for Landlord or its assets; or the appointment of a temporary receiver for Landlord or its assets if such temporary receivership has not been vacated or set aside within thirty (30) calendar days from the date of such appointment; or the initiation of an arrangement or similar proceedings for the benefit of creditors by or against Landlord.

6.2 Tenant's Default. Each of the following shall be deemed a default by Tenant:

(c) Failure to pay any sums payable to Landlord by Tenant hereunder as and when due and such default shall continue for a period of thirty (30) calendar days after written notice is delivered to Tenant;

(d) Failure to perform any act to be performed by Tenant hereunder and to comply with any provision, condition, or covenant contained herein with such failure continuing for more than thirty (30) calendar days after written notice of such failure is delivered to Tenant; provided that if a default cannot with due diligence be cured within thirty (30) calendar days from the delivery of notice of said default, then such event shall not constitute a default unless Tenant fails to begin attempting to cure such event within thirty (30) calendar days from the delivery of notice of said default, fails to pursue such cure with reasonable diligence and fails to complete the cure of such event within a reasonable time thereafter; and

(e) The filing by or against Tenant of a petition under the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof (unless such petition is dismissed within sixty (60) days of the filing thereof); Tenant being adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder; the making by Tenant of a general assignment for the benefit of creditors; Tenant's taking the benefit of any insolvency action or law; the appointment of a permanent receiver or trustee in bankruptcy for Tenant or its assets; or the appointment of a temporary receiver for Tenant or its assets if such temporary receivership has not been vacated or set aside within thirty (30) calendar days from the date of such appointment; or the initiation of an arrangement or similar proceedings for the benefit of creditors by or against Tenant.

6.3 Remedies. Upon the occurrence of any default by either party, the non-defaulting party may, in addition to any other remedies available to it at law or in equity, deliver to the defaulting party written notice terminating this Lease.

6.4 No Accord and Satisfaction. Neither the acceptance by the non-defaulting party of a lesser amount than due hereunder, nor any endorsement or statement on a check or an instrument accompanying any payment shall be deemed an accord and satisfaction, and the non-defaulting party may accept any such check or payment without prejudicing its right to recover all outstanding amounts due under this Lease and to pursue all remedies available to it at law or in equity.

6.5 Performance. The failure of a party hereto to insist in any one or more instances upon strict performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the party's right to the future performance of any such terms, covenants, or conditions and all obligations with respect to such future performance shall continue in full force and effect.

ARTICLE VII. General Provisions

7.1 Interpretation. When the context requires, any gender includes all others, the singular number includes the plural, and vice-versa. Captions are inserted for convenience of reference and do not describe or limit the scope or intent of this Lease. Any recitals above, and any exhibits or schedules referred to and/or attached hereto, are incorporated by reference into this Lease. "Including" means including, without limitation. If any provision of this Lease is held by a court to be invalid or unenforceable, the other provisions shall remain in effect. No inference or presumption shall be drawn if a party or its attorney prepared and/or drafted this Lease; it shall be conclusively presumed that the parties participated equally in its preparation and/or drafting.

7.2 Notices. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered five (5) business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed, if to the Tenant, to Tenant at:

Alabama Municipal Electric Authority
80 TechnaCenter Drive, Suite 200
Montgomery, Alabama 36117
Attn: President and Chief Executive Officer

or to such other address as Tenant may from time to time designate by written notice to Landlord, or if to Landlord, addressed to Landlord at:

City of Opelika, Alabama
204 South 7th Street
Opelika, AL 36801
Attn: Mayor & City Administrator

or to such address as may be designated by Landlord from time to time

7.3 Holdover. If Tenant, with Landlord's consent, remains in possession of the Site or any part of it after the expiration of the Term, such occupancy shall be a tenancy from month-to-month subject to all provisions of this Lease pertaining to Tenant's obligations. If Tenant fails

to surrender the Site on expiration of this Lease despite Landlord's demand to do so, Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold Landlord harmless from all loss or liability, including any claims made by any succeeding lessee, based on or resulting from Tenant's failure to surrender the Site, and Landlord shall be entitled to the benefit of all laws respecting summary recovery of possession.

7.4 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

7.5 Attorneys' Fees. In the event either Landlord or Tenant brings any suit or other proceeding with respect to the subject matter or enforcement of this Lease, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred (including, without limitation, court costs, expert witness fees, costs and expenses of investigation, and all reasonable attorneys' fees, costs and expenses in any such suit or proceeding).

7.6 Landlord's Access. Landlord and its agents shall have the right to enter the Site for any purpose only during normal business hours, accompanied by an authorized representative of Tenant, and upon at least 48 hours advanced notice, except in the event of an emergency for which Landlord shall provide as much advance notice, if any, as is reasonable, considering the circumstances. In connection with any such entry, Landlord, and any party entering with Landlord, shall comply with all safety and confidentiality requirements of Tenant.

7.7 Merger. If both Landlord's and Tenant's estates in the Site have both become vested in the same owner, this Lease shall nevertheless not be terminated by application of a doctrine of merger unless agreed in writing by Landlord and Tenant, and any and all Mortgagees.

7.8 Governing Law; Forum. This Lease shall be construed under the domestic laws of the State of Alabama without giving effect to any choice or conflict of law rule that would cause application of the laws of any jurisdiction other than that set forth in this Section 10.8. Each party hereto irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Lease must be brought solely and exclusively in the Alabama state court nearest to the Site.

7.9 Quiet Possession. On Tenant's paying all Annual Rent and observing and performing all the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Site free from any interference by any party claiming by, through or under Landlord during the entire Term hereof, subject to all provisions of this Lease.

7.10 Entire Agreement. This Lease, together with all exhibits hereto, contains the entire understanding of the undersigned with respect to the transactions contemplated hereby and supersedes all prior understandings relating to the subject matter hereof.

7.11 Execution and Counterparts. The parties have signed below voluntarily after having been advised by their counsel of all provisions hereof, and, in signing below, they are not relying on any inducements, promises and representations made by or on behalf of the other

except as contained in this Lease. This Lease may be executed in counterparts, each of which shall be deemed an original. An executed counterpart of this Lease transmitted by fax shall be equally as effective as a manually executed counterpart. Each party shall take all reasonable steps, and execute, acknowledge and deliver all further instruments necessary or expedient to implement this Lease.

7.12 Survival of Obligations. The indemnity obligations of the parties set forth herein shall survive the expiration or earlier termination of this Lease.

7.13 Modifications. This Lease cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is or may be sought.

7.14 No Third Party Beneficiary. The provisions of this Lease are and will be for the benefit of Landlord and Tenant only and are not for the benefit of any third person, and, accordingly, no third person shall have the right to enforce the provisions of this Lease.

7.15 No Joint Venture. This Lease shall not in any manner be construed as creating a joint venture or partnership, and each party shall be solely responsible for all actions it takes and expenses it incurs in carrying out its obligations under this Lease.

7.16 Unavoidable Delays. Neither party hereto will be liable to the other for default or delay in the performance of any of its obligations hereunder, except as to the obligations imposed by this Lease for the payment of Annual Rent.

7.17 Amendments and Addenda. This Lease may not be amended, altered, modified, or superseded and no addenda may be executed relating to this Lease except by an agreement in writing executed by both parties hereto.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF OPELIKA, ALABAMA

By: _____

Name: Gary Fuller

Title: Mayor

TENANT:

ALABAMA MUNICIPAL ELECTRIC
AUTHORITY

By: _____

Name: Fred D. Clark, Jr.

Title: President and Chief Executive Officer

Attachment: 2017.10.09 AMEA - Opelika Solar Ground Lease (126-17-ORD : Solar Ground Lease (OPS) - First Reading.)

EXHIBIT A
DESCRIPTION OF THE SITE

DESCRIPTION FOR OPELIKA POWER SERVICES -LEASE PARCEL "A"

Commencing at a found 1/2' rebar (bent) at the southeast corner of lot 3-CD of Fox Run Industrial Park, First Revision, First Addition, A Combination of Lots 3-C and 3-D, as recorded in Plat Book 34, Page 146, in the office of the Judge of Probate of Lee County, Alabama, said point being on the southwesterly R/W line of Fox Run Parkway (U. S. Highway No. 431); thence northwesterly along said R/W line, being a curve concave southwesterly, and having a radius of 4519.64 feet, an arc length of 193.51 feet, a chord bearing of N12°43'12"W, and a chord distance of 193.49 feet to a 1/2" rebar and cap, set and the True Point of Beginning of the Lease Parcel herein described; thence, leaving said R/W line, S75°06'09"W, 100.00 feet to a 1/2" rebar and cap, set; thence N14°53'51"W, 150.00 feet to a 1/2" rebar and cap, set; thence N75°06'09"E, 100.00 feet to a 1/2" rebar and cap, set on the southwesterly R/W line of the aforementioned Fox Run Parkway (U. S. Highway No. 431); thence southeasterly along said R/W line, being a curve concave southwesterly, and having a radius of 4519.64 feet, an arc length of 150.01 feet, a chord bearing of S14°53'51"E, and a chord distance of 150.00 feet to the True Point of Beginning.

Said parcel of land lying and being in the northeast quarter of Section 8, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama, and containing 15,062.23 square feet or 0.346 acres, more or less.

Attachment: 2017.10.09 AMEA - Opelika Solar Ground Lease (126-17-ORD : Solar Ground Lease (OPS) - First Reading.)