



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
November 21, 2017
TIME: 7:00 PM

1. Call to Order

President pro-tem Jones called the council meeting to order at 7:00pm and asked Mr. Shuman to call the roll.

2. Roll Call

All council members were present except for President Smith.

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

3. Invocation

Councilman Smith T provided the invocation.

1. Scott Moody from Trinity United Methodist Church will provide the invocation.

4. Pledge of Allegiance

Dax, Patyon and Layla lead the Plead of Allegiance.

1. Dax McCracken, Payton Henry and Layla Wilkerson from Jeter Primary School will lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 11-07-17 city council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller passed out his annual letter to the Council members showing which organizations he donated a portion of his salary to.

1. October 2017 Building Report

Mayor Fuller called on Joey Motley, City Administrator, to give a summary of the October 2017 Building Report.

2. Presentation of Proclamation - Small Business Saturday, 11-25-17.

Mayor Fuller presented a proclamation to Pam Powers-Smith, Chamber President, recognizing Small Business Saturday.

3. Recognize the Police Officer of the Quarter.

Mayor Fuller recognized Jonathan Wilkerson as the police officer of the quarter.

4. Recognize the Fireman of the Year and two runner ups.

Mayor Fuller recognized Ashley Harmon as the Fireman of the Year for 2017 with Blake Stone and Phillip Bell as the runner ups.

8. Citizen Communications

(Limit comments to five minutes or less) - None.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by Joes Grocery 2 for a Off-Premise Beer and Wine License.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

ABSENT: Eddie Smith

2. Public Hearing - Weed Abatement Assessment - 1441 Gateway Dr.

Mr. Shuman stated this was a public hearing for a weed assessment at 1441 Gateway Drive.

President pro-tem Jones opened the public hearing asking if there was anyone that would like to come forward and speak for or against said assessment. No one came forward to speak. President pro-tem Jones closed the public hearing.

3. Public Hearing - Weed Abatement Assessment - 1451 Gateway Dr.

Mr. Shuman stated this was a public hearing for a weed assessment at 1451 Gateway Drive.

President pro-tem Jones opened the public hearing asking if there was anyone that would like to come forward and speak for or against said assessment. No one came forward to speak. President pro-tem Jones closed the public hearing.

4. Public Hearing for Demolition - 1003 Alton Court

Mr. Shuman stated this was a public hearing for a demolition at 1003 Alton Court. President pro-tem Jones opened the public hearing asking if there was anyone that would like to come forward and speak for or against said demolition. No one came forward to speak. President pro-tem Jones closed the public hearing.

5. Public Hearing, project development agreement - Scott Land Co.

Mr. Shuman stated this was a public hearing for a project development agreement with Scott Land Company. President pro-tem Jones opened the public hearing asking if there was anyone that would like to come forward and speak for or against said agreement. No one came forward to speak. President pro-tem Jones closed the public hearing.

12. Awarding of Bids

1. Bids LED Flood Lights and Mounting Adapters-OPS

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

ABSENT: Eddie Smith

13. Resolutions

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

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

Aye Pitts, Smith T, Canon, Jones

Nay None.

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

2. Resolution Resolution for Demolition - 114 N. 19Th Street - Tabled.
Mr. Canon made the motion to remove said resolution from the Table and was seconded by Mr. Smith T. The following vote was recorded:
Aye Pitts, Smith T, Canon, Jones.
Nay None.

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

3. Resolution Expense reports from various departments.

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

4. Resolution Designate City Personal Property Surplus & Authorize Disposal

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

5. Resolution Purchase-Dell Nutanix License Kit with Memory - IT

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

6. Resolution Purchase - Cisco Equipment - IT

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

7. Resolution Weed Abatement Assessment - 1441 Gateway Dr.

- | | | |
|--|------------------|---|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Tiffany Gibson-Pitts, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon |
| | ABSENT: | Eddie Smith |
8. Resolution Weed Abatement Assessment - 1451 Gateway Dr.
- | | | |
|--|------------------|---|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Tiffany Gibson-Pitts, Council Member |
| | AYES: | Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon |
| | ABSENT: | Eddie Smith |
9. Resolution Resolution for Demolition - 1003 Alton Court
- | | | |
|--|------------------|---|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Dozier Smith T, Council Member |
| | SECONDER: | Tiffany Gibson-Pitts, Council Member |
| | AYES: | Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon |
| | ABSENT: | Eddie Smith |
10. Resolution Special use permit for AT&T, 2605 Tower St.
- | | | |
|--|------------------|---|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon |
| | ABSENT: | Eddie Smith |
11. Resolution Project development agreement - Scott Land Company.
- | | | |
|--|------------------|---|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Dozier Smith T, Council Member |
| | SECONDER: | David Canon, Council Member |
| | AYES: | Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon |
| | ABSENT: | Eddie Smith |
12. Resolution Appropriation contract FY2018, Christian Care Ministries.
- | | | |
|--|------------------|---|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Tiffany Gibson-Pitts, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon |
| | ABSENT: | Eddie Smith |
13. Resolution Special appropriation, J. W. Darden Foundation.

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

14. Resolution 309-17 ROW Encroachment, License Agreement with Jesse Russell Nix.

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

15. Resolution 310-17 Application Seeking Permission to Incorporate a Special Care Facilities Financing Authority.

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

14. Ordinances

1. Ordinance Amend Towne Lake PUD Master Plan, Towne Lake Parkway - 2nd Reading

RESULT: **SECOND READING AND APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSENT: Eddie Smith

2. Ordinance Amend City Code, City Clerk-Treasurer - 2nd Reading.

RESULT: **REMOVED FROM AGENDA [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSENT: Eddie Smith

3. Ordinance Amend City Code, Floodplain Damage Prevention Ordinance - Inspection - 2nd Reading.

Mr. Canon introduced this ordinance for a first reading.

RESULT: **FIRST READING INTRODUCED**

4. Ordinance Lease real property to Eco-Site for radio/communications tower - 2nd Reading.

Mr. Smith T introduced this ordinance for a first reading.

RESULT: **FIRST READING INTRODUCED**

15. Appointments

None.

16. Adjourn

The City Council meeting minutes of November 21, 2017 are hereby adopted and approved this the 5th day of December, 2017.

/s/ Patricia A. Jones

President pro-tem 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 7:41 pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

ABSENT: Eddie Smith



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 2599)

Meeting: 11/21/17 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2599

Minutes from the 11-07-17 city council meeting.

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



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

1. Call to Order

President Smith called this council meeting to order at 7:00 pm asking 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. Bill Price gave the invocation.

1. Mr. Bill Price, Elder at 1st Presbyterian Church will provide our invocation.

4. Pledge of Allegiance

Parker, Madi and Keona lead the Pledge of Allegiance.

1. Parker Thompson, Madi Thomas and Keona Lyles from Jeter Primary School.

5. Reading of Minutes

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

RESULT: APPROVED [UNANIMOUS]

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller thanked all the city council members for attending his annual prayer breakfast.

Mayor Fuller reminded everyone present that City Hall will be closed on Friday for Veterans Day. He also stated the City's Veteran's Day celebration would be Friday, November 10th, with the City Hall ceremony starting at 10am.

1. Recognize Ethel Mae Ennis Story for her 105th birthday.

Mayor Fuller presented a proclamation to Ethel Ennis recognizing her 105 birthday.

2. Recognize Tara Young with an employee performance award.

Mayor Fuller presented Tara Young with an award in recognition of her outstanding job performance.

3. Recognize Noah Allmond - Firehouse Magazine Award of Valor.

Mayor Fuller recognized Noah Allmond for receiving the Firehouse Magazine Award of Valor.

8. Citizen Communications

(Limit comments to five minutes or less)

Martha Leonard stated there is a broken lid cover over a hole across from NBC bank at Tiger Town and asked the City to investigate and take action to prevent an accident. Mrs. Leonard also said there was a large hole near Lowe's & Longhorn at Tiger Town that needs fixing before an

accident happens there. President Smith thanked Mrs. Leonard for bringing this information to our attention and the City Administrator would investigate both concerns.

Clayton Alexander stated he had been here before asking for something to be done about the noise and dust caused by the logging operation beside his home. Mr. Alexander said the logging operation should not be allowed. There are trains that make terrible noise between 1-2 am in the morning and is less than 50 yards from my home. I have tried talking to the logging operation but, it has done no good. Jeff Kappelman, City Inspector, said they went to the logging operation with a sound meter about 1-2 years ago. President Smith asked Mr. Alexander to speak to the City Administrator before he leaves.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by LRCOG, 2018 Mardi Gras walk/run on 2-10-18.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

2. Request by EAMC, temporary closure of East Thomason Circle.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

3. Request temporary street closure, Veterans Day.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

4. Public Hearing Weed Abatement - 407 Hunter Street

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

5. Public Hearing - Weed Abatement Assessment - 411 S4th St.

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

6. Public Hearing for Demolition - 415 C. Fair Street

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

7. Public Hearing for Demolition - 419 A. Fair Street

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

8. Public Hearing for Demolition - 419 B. Fair Street

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

9. Public Hearing for Demolition - 1408 Monroe Avenue

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

10. Public Hearing, Amend Towne Lake PUD Master Plan, Towne Lake Parkway
Matt Mosley, Planning Director, gave a summary of the amendments to said PUD. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said PUD amendment. No one came forward to speak. President Smith closed the public hearing.

11. Request temporary street closure, 2017 Victorian Front Porch Tour.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

12. Awarding of Bids

1. Bids 272-17 Police Uniforms - PD

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

2. Bids 273-17 SUB 4 CIRCUIT #43 12KV UPGRADE - OPS

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

13. Resolutions

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

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

3. Resolution 274-17 Expense reports from various departments.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

4. Resolution 275-17 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 276-17 Emergency Repair - Truck #762 Engine Replacement - OPS

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

6. Resolution 277-17 Purchase - Two (2) 2018 Ford F150 Pickup Trucks - PD

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 278-17 Purchase - Three (3) Zero Turn Mowers - PW/ESG
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 279-17 Weed Abatement Assessment - 407 Hunter Street
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 280-17 Weed Abatement Assessment - 411 S 4Th St.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 281-17 Order Demolition - 415 C. Fair Street.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 282-17 Order Demolition - 419 A Fair Street
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 283-17 Order Demolition - 419 B. Fair Street
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 284-17 Order Demolition - 1408 Monroe Avenue.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 285-17 Contract with Mobile Studios, Carver-Jeter Project, Management Services

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 286-17 Appropriation contract FY2018, Keep Opelika Beautiful.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 287-17 Appropriation contract FY2018, Museum of East Ala.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 288-17 Appropriation contract FY2018, ODRA.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 289-17 Appropriation contract FY2018, Lee Co. Rabies Officer.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 290-17 Appropriation contract FY2018, Ala. Cooperative Extension.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
20. Resolution 291-17 Appropriation contract FY2018, Lee Co. Humane Society.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 292-17 Special appropriation, Main Street 2017 Christmas in a Railroad Town.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 293-17 Approving Change Order #3 for Frederick Road Project

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 294-17 Wetland and Stream Mitigation for Cunningham Drive Bridge

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

14. Ordinances

1. Ordinance 127-17-ORD Amend Academy Estates PUD Master Plan, Academy Drive - 2nd Reading

Mr. Canon stated there was a number of questions raised at the last council meeting and asked if contact had been made. Mayor Fuller said yes and the two property owners are not interested. Mr. Canon also asked the City to do a good job in monitoring this area during the construction.

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

2. Ordinance Amend Towne Lake PUD Master Plan, Towne Lake Parkway - 1st Reading
 Mr. Smith T introduced this ordinance.

RESULT: FIRST READING INTRODUCED

3. Ordinance 128-17-ORD Call for a special city election on February 13, 2018 - 1st Reading.

Mr. Smith T introduced this ordinance. Then Mr. Smith T made the motion to suspend the rules and was seconded by Ms. Jones. The following vote was recorded:

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

Nays None.

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

4. Ordinance Amend City Code, City Clerk-Treasurer - 1st Reading.
 Mr. Smith T introduced this ordinance.

RESULT: FIRST READING INTRODUCED

5. Ordinance 129-17-ORD Amending Rates and Charges for Residential and Business Fiber Optic Services OPS) - 1st Reading.

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

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

Nay None.

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

15. Appointments

There was not appointments.

16. Adjourn

The City Council meeting minutes of November 7, 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

This council meeting ended at 8:03pm.

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 11-21-17, minutes from the 11-07-17 CM (2599 : Minutes from the 11-07-17 city council meeting.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/21/17 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 2592)

DOC ID: 2592

October 2017 Building Report

COMMENTS - Current Meeting:

Mayor Fuller called on Joey Motley, City Administrator, to give a summary of the October 2017 Building 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 October, 2017

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	2
Building Repairs	3	7
Plumbing Upgrades	0	1
Electrical Upgrades	0	11
Mechanical Upgrades	0	2
Reroofs And Roof Repairs	0	7
Mobile Home Services	0	10
Building Additions/Accessory Structures	1	3

Monthly Totals For October 2008-2017	
2008	\$9,363,845.00
2009	\$2,802,040.00
2010	\$3,348,351.00
2011	\$3,170,587.00
2012	\$2,439,726.00
2013	\$12,274,641.00
2014	\$8,025,650.00
2015	\$5,625,290.00
2016	\$4,099,031.00
2017	\$5,763,691.00

Total Permits Issued:

2	New Buildings: Commercial	\$1,512,000.00
3	Commercial Renovations And Repairs	\$63,500.00
5	Signs	\$26,575.00
16	New Single Family Homes	\$3,952,194.00
18	Residential Repairs And Renovations	\$209,422.00
0	New Apartment Units	
0	New Duplex Residences	
0	Total Building Permits Issued	

0	Total Permits Issued For October, 2017	\$5,763,691.00
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TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR


Jeff Kappelman
Chief Building Inspector

Attachment: October 2017 Building Report (2592 : October 2017 Building Report)

City of Opelika Building Inspections Department

October 2017- Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
10/2/2017	1615 JOLLIT AVE	SEASHA HOMES	Alteration	\$ 3,950.00
10/3/2017	1515 2ND AVE N	Sam Kwon	Alteration	\$ 15,000.00
10/3/2017	3305 NORTHGATE DR	RIDGE TOP ROOFING CO LLC	Roofs	\$ 2,370.00
10/3/2017	108 PLUM AVE	Vicie Pendleton	Single Family Demolition	\$ -
10/4/2017	3794 PEPPERELL PKWY D	BROWDER SIGNS	Signs	\$ 4,000.00
10/4/2017	804 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 228,469.00
10/5/2017	1603 INDIA CIR	Leigh Hardy	Accessory Buildings	\$ 5,000.00
10/6/2017	1308 PRESTON ST	Rhonda Fuller	Decks	\$ 20,000.00
10/6/2017	106 BALLARD AVE	COLUMBUS FOUR SEASONS SUNROOMS	Alteration	\$ 9,200.00
10/6/2017	2001 GLENWOOD DR	COLUMBUS FOUR SEASONS SUNROOMS	Alteration	\$ 23,900.00
10/9/2017	902 E TOWNE LAKE CIR	CAM CONTRACTING	Roofs	\$ 5,500.00
10/9/2017	939 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 293,569.00
10/9/2017	916 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 245,651.00
10/9/2017	607 W TOWNE LAKE CIR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 259,784.00
10/11/2017	2460 ENTERPRISE DR	FARRIS INTERIOR INSTALLATION	Alteration	\$ 41,000.00
10/11/2017	730 N 10TH ST	GOLD HILL CONSTRUCTION	Alteration	\$ 4,855.00
10/12/2017	2910 MCKINLEY DR	RAMSEY & SONS	Roofs	\$ 5,500.00
10/12/2017	602 PLEASANT DR	TRIPLE B CONSTRUCTION LLC	Roofs	\$ 5,685.00
10/12/2017	201 N 2ND ST	J MANIFOLD CONSTRUCTION	Addition	\$ 7,500.00
10/13/2017	1009 RENFRO AVE	CASH CONSTRUCTION INC	Single Family Demolition	\$ -
10/16/2017	2850 WYNDHAM INDUSTRIAL DR	DILWORTH DEVELOPMENT INC	New	\$ 212,000.00
10/17/2017	114 N 19TH ST	Pepperell Development	Alteration	\$ 20,000.00
10/19/2017	804 E TOWNE LAKE CIR	CAM CONTRACTING	Roofs	\$ 7,500.00
10/19/2017	2 OAK CT	GOLD HILL CONSTRUCTION	Alteration	\$ 7,750.00
10/20/2017	901 FLORAL ST	HOLLAND HOMES LLC	Alteration	\$ 69,270.00
10/20/2017	710 DINGO DR	Builders Professional Group	New Single Family Detached	\$ 176,435.00

Attachment: October 2017 Building Report (2592 : October 2017 Building Report)

10/23/2017	1008 WINCHESTER CT	STONE MARTIN BUILDERS	New Single Family Detached	\$ 265,769.00
10/23/2017	914 E TOWNE LAKE CIR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 270,542.00
10/24/2017	2909 STILLWOOD WAY	Builders Professional Group	New Single Family Detached	\$ 325,154.00
10/24/2017	4400 NORTHPARK DR MAX	GOM PRINTING & SIGNS	Signs	\$ 18,375.00
10/25/2017	2905 TARA CT	WYNDHAM GATES, LLC	Signs	\$ 1,400.00
10/25/2017	808 SHELBY AVE	TRIPLE B CONSTRUCTION LLC	Roofs	\$ 6,875.00
10/25/2017	1210 GWYNNE'S WAY SIGN	WYNDHAM GATES, LLC	Signs	\$ 1,400.00
10/25/2017	1205 GWYNNE'S WAY SIGN	WYNDHAM GATES, LLC	Signs	\$ 1,400.00
10/26/2017	808 E TOWNE LAKE CIR	Kela Phillips	Roofs	\$ 8,000.00
10/26/2017	3456 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	\$ 244,463.00
10/26/2017	2200 INTERSTATE DR	CEI Engineering Associates	Service Stations & Repair Garage	\$ 1,300,000.00
10/26/2017	1330 SPRING LAKES XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	\$ 361,682.00
10/27/2017	1406 LIVE OAK CIR	Joshua Cook	Accessory Buildings	\$ 2,500.00
10/27/2017	100 BRIAR HILL AVE	Margaret Williams	Accessory Buildings	\$ 1,567.00
10/30/2017	1015 WINCHESTER CT	RLP HOMES	New Single Family Detached	\$ 192,000.00
10/31/2017	1122 SAWYER DR	Grayhawk Homes	New Single Family Detached	\$ 202,993.00
10/31/2017	1116 SAWYER DR	Grayhawk Homes	New Single Family Detached	\$ 189,947.00
10/31/2017	202 HILLFLO AVE	HOLLAND HOMES LLC	New Single Family Detached	\$ 238,017.00
10/31/2017	1209 COVINGTON AVE	Grayhawk Homes	New Single Family Detached	\$ 236,903.00
10/31/2017	1124 SAWYER DR	Grayhawk Homes	New Single Family Detached	\$ 220,816.00
				\$ 5,763,691.00


 Jeff Kappelman
 Chief Building Inspector



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 11/21/17 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 2598)

DOC ID: 2598

Request by Joes Grocery 2 for a Off-Premise Beer and Wine License.

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

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 2586)**

Meeting: 11/21/17 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2586

Public Hearing - Weed Abatement Assessment - 1441 Gateway Dr.

COMMENTS - Current Meeting:

Mr. Shuman stated this was a public hearing for a weed assessment at 1441 Gateway Drive. President pro-tem Jones opened the public hearing asking if there was anyone that would like to come forward and speak for or against said assessment. No one came forward to speak. President pro-tem Jones closed the public hearing.

WEED ABATEMENT INVOICE

Date: 11/08/2017

**To: Auburn East LLC
1695 University Dr.
Auburn AL 36830**

**Property Address:
1441 Gateway Dr.
Opelika AL 36801**

Parcel # 09-06-14-1-000-038.001

On September 25, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 127.75

Certified mail: 6.98

Misc.

Total 134.73

Attachment: WEED INVOICE 1441 Gateway Dr. (2586 : Public Hearing - Weed Abatement Assessment - 1441 Gateway Dr.)

To: Auburn East LLC
 1695 East University Dr.
 Auburn al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1441 Gateway Dr., Parcel 09-06-14-1-000-038.001**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1441 Gateway Dr., Parcel No. 038.001 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 \$134.73.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 21th day of November 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 8th day of November 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 # 2588)**

Meeting: 11/21/17 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2588

Public Hearing - Weed Abatement Assessment - 1451 Gateway Dr.

COMMENTS - Current Meeting:

Mr. Shuman stated this was a public hearing for a weed assessment at 1451 Gateway Drive. President pro-tem Jones opened the public hearing asking if there was anyone that would like to come forward and speak for or against said assessment. No one came forward to speak. President pro-tem Jones closed the public hearing.

WEED ABATEMENT INVOICE

Date: 11/08/2017

**To: Auburn East LLC
1695 University Dr.
Auburn AL 36830**

**Property Address:
1451 Gateway Dr.
Opelika AL 36801**

Parcel # 09-06-14-4-000-001.001

On September 25, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 232.75

Certified mail: 6.98

Misc.

Total 239.73

Attachment: WEED INVOICE 1451 Gateway Dr. (2588 : Public Hearing - Weed Abatement Assessment - 1451 Gateway Dr.)

To: Auburn East LLC
 1695 East University Dr.
 Auburn al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1451 Gateway Dr., Parcel 09-06-14-4-000-001.001**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1451 Gateway Dr., Parcel No. 001.001 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 \$239.73.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 21th day of November 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 8th day of November 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 # 2475)

Meeting: 11/21/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2475

Public Hearing for Demolition - 1003 Alton Court

September 15, 2017

TO:

Marvin Dooley
515 Fox Run Parkway #9A
Opelika, AL 36801

Paul Pollard
1005 Alton Court
Opelika, AL 36801

AVCO Financial Services, Inc.
3715 Pepperell Parkway
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, Marvin Dooley is the owner of the real property described in this notice and Paul Pollard is the person last assessing the subject property for state taxes. Paul Pollard and AVCO Financial Services, Inc., are mortgagees. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 1003 Alton Court, Opelika, AL 36801

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

Parcel Identification Number: 43-09-06-13-4-001-044.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on August 6, 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.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- X (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.

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

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

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, November 21, 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 September, 2017.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail, Opelika, AL 36801 334-705-54

NOTICE OF REQUIRED REPAIRS

To:

**Marvin Dooley
515 Fox Run Parkway #9A
Opelika, AL 36801**

**Paul Pollard
1005 Alton Court
Opelika, AL 36801**

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

Parcel #: 09-06-13-4-001-044.000
Property Address: 1003 Alton Court
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 front and rear entry doors with new exterior grade doors.
- Replace all damaged, broken, and dilapidated windows throughout.
- Replace temporary supports at front porch with new posts.
- Remove all debris throughout.

- **Complete electrical work. It is noted that the house has been re-wired.**

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:

Mr. Shuman stated this was a public hearing for a demolition at 1003 Alton Court. President pro-tem Jones opened the public hearing asking if there was anyone that would like to come forward and speak for or against said demolition. No one came forward to speak. President pro-tem Jones closed the public hearing.





Attachment: Photos of 1003 Alton Court (2475 : Public Hearing for Demolition - 1003 Alton Court)



Attachment: Photos of 1003 Alton Court (2475 : Public Hearing for Demolition - 1003 Alton Court)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2584)

Meeting: 11/21/17 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:
DOC ID: 2584

Public Hearing, project development agreement - Scott Land Co.

LEGAL NOTICE OF PUBLIC MEETING OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Opelika, Alabama, (the “City”) will meet in public session at 7:00 p.m. on Tuesday, November 21, 2017, in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, for the purpose of considering the transaction of business that may properly come before the City Council, such business to include, but not limited to, the following:

1. The authorization by the Council, pursuant to Amendment 642 of the Constitution of Alabama of 1901, of a resolution (the “Resolution”) approving the execution and delivery of a Project Development Agreement (the “Agreement”) between the City and Scott Land Company, Inc., an Alabama corporation (the “Company”).

2. Pursuant to the Agreement, the Company will agree to construct or cause to be constructed a two-lane paved 28 foot wide public entrance road for a distance of approximately 170 feet, in accordance with the City’s design standards and specifications, which will include a deceleration lane, a temporary paved cul-de-sac, curb and gutter and an enclosed drainage system (the “Project”). The entrance road will provide access to the new Caterpillar dealership and other lands in the vicinity of the 400 block of the Columbus Parkway corridor. In consideration of such undertaking of the Company, the City has agreed to reimburse to the Company an amount equal to the lesser of (i) the actual cost of the entrance road, or (ii)

\$100,000.00 (the “City contribution”), payable upon completion of the entrance road and related infrastructure. The City will not be obligated to contribute to, finance or otherwise fund any sum in excess of the City contribution, or to pay the City contribution if the Company fails to complete the construction of the entrance road and related infrastructure.

3. The City seeks to achieve, by undertaking its obligations pursuant to the Agreement and the Resolution, to promote the local economic and industrial development of the City by facilitating the design and construction of the Project for the benefit of the general public, to provide additional retail and service opportunities along the Columbus Parkway corridor and to increase employment in the City and to increase the tax and revenue base of the City.

4. The business entities to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value are the Company, Thompson Tractor Co., Inc., and others who may benefit indirectly from the development of the Project.

5. All interested persons may examine and review the Agreement and Resolution and all relevant documents, and make copies thereof at personal expense at the offices of the City Clerk and City Council during normal business hours, before and after the meeting referenced herein.

6. During the public meeting referenced above, the Council will conduct a public hearing with respect to the Agreement and the matters therein contained. Interested persons will be given reasonable opportunity to express their opinions, arguments and their views, either orally or in writing, or both, at the meeting. Persons unable to attend the meeting may submit their opinions, arguments and their views to the office of the City Clerk, 204 S. 7th Street, Opelika, Alabama 36801.

7. Further information concerning the information in this Notice can be obtained from the office of the City Clerk at City Hall during normal business hours.

DATED this the ____ day of November, 2017.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER
Opelika-Auburn News
P.O. Drawer 2208
Opelika, Alabama 36803

Please publish the foregoing Notice one (1) time in the November 14, 2017 issue of your paper.

CITY CLERK

COMMENTS - Current Meeting:

Mr. Shuman stated this was a public hearing for a project development agreement with Scott Land Company. President pro-tem Jones opened the public hearing asking if there was anyone that would like to come forward and speak for or against said agreement. No one came forward to speak. President pro-tem Jones closed the public hearing.



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS (ID # 2597)

Meeting: 11/21/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2597

LED Flood Lights and Mounting Adapters-OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited bids for a Contract for LED Flood Lights and Mounting Adapters for Opelika Power Services; and

WHEREAS, LED Lighting Wholesale was the lowest bidder, but did not meet specifications; and

WHEREAS, Traffic Parts, Inc. was the next lowest bidder, but did not meet specifications; and

WHEREAS, Mayer Electric Financial Corporation was the next lowest responsible bidder meeting specifications; and

WHEREAS, this is a budgeted contract;

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

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

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

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

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #18004 – We are asking the council to approve a contract for LED Flood Lights and Mounting Adapters

FACTS:

- Bid opening date – 11/13/17
- User Department – Power Services
- The bid was mailed to 20 vendors
- 6 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Mayer Electric Financial Corporation on their bid meeting specifications on an as needed basis.**

BID# 18004 DATE: 11/13/17 DEPT: POWER SERVICES			20 VENDORS INVITED	
DESCRIPTION: LED FLOOD LIGHTS AND MOUNTING ADAPTERS			6 BIDS RECEIVED	
	ITEM 1: FLOOD LIGHT			
	ITEM 2: ADAPTER			
VENDOR	ITEM 1	ITEM 2	DEL	DISC
ACCU-TECH CORP				
AMERICAN COMMUNICATIONS SYS				
ANIXTER INC	\$ 900.00	NQ	--	--
GRAYBAR ELECTRIC CO - BMHM	\$ 1,033.61	\$ 21.25	--	--
GRAYBAR ELECTRIC CO - MOBILE				
GRESKO/CAPSTONE UTILITY SUPP				
GT KEY CO INC				
H D SUPPLY POWER SOLUTIONS LTD				
HUGHES SUPPLY INC				
INTERSTATE ELECTRICAL SUPP				
IRBY CONSTRUCTION				
MAYER ELECTRIC FIN CORP - DOTHAN	\$ 598.00	\$ 19.75	--	--
MAYER ELECTRIC FIN CORP - MONT				
MAYER ELECTRIC SUPPLY CO INC - GA				
SPECIALTY OPTICAL SYSTEMS INC				
STUART C IRBY CO				
TEREX UTILITIES INC				
TRAFFIC PARTS INC	\$ 491.50	\$ 51.90	--	--
TRI-STATE UTILITY PRODUCTS INC				
WESCO DISTRIBUTION INC	\$ 619.00	\$ 15.13	--	--
LED Lighting Wholesale	\$ 316.80	\$ 24.00	--	--

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. (ID # 2603)

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
-----	-----	-----
Angella Norrell	Purchasing	61.95
Carol Edwards	H/R	120.92
Chico Rego	P/R	117.18

-) 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 so it can be delivered to the appropriate City employee or official.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

PERIOD ENDING

NAME Angela NorrellDEPARTMENT Purchasing

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

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUB. L.C. TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED												
THU	Montgomery, AL						61.95					61.95
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$												61.95

WEEKLY TOTAL OF EXPENSES \$

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
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,

communications
 Seminar @ Hilton
 Garden Inn - Montg.

METHOD OF REIMBURSEMENT

ITEMIZED AUTOMOBILE EXPENSES	
DATE	AMOUNT
11/14 Mileage 59.9 X 2 = 119.80 X .535 61.95	61.95

ITEMIZED MISCELLANEOUS EXPENSES	
DATE	AMOUNT

☐ DEDUCT FROM
MY ADVANCE

OR

☒ MAIL
TO: Angela Norrell

Angela Norrell
 Purchasing Dept.

APPROVED BY [Signature] 11/31/17
 44B-950N • Carbonless Set

REDIFORM

WHITE - ORIGINAL

CANARY - DUPLICATE

Packet Pg. 56

Attachment: CM 11-21-17, expense reports (2603 : Expense reports from various departments.)

EXPENSE REPORT

PERIOD ENDING

NAME

Carol Edwards

DEPARTMENT

Human Resources

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED	Opelika -> Hoover, AL					60.46						60.46
THU												0.00
FRI	Hoover, AL -> Opelika					60.46						60.46
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	120.92	0.00	0.00	0.00	0.00	0.00	120.92

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
10/26	AAPPA Class	8:00-5:00p			
10/27	AAPPA Class	8:00a-5:00p			

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
10/25	113 Miles	60.46
10/27	113 Miles	60.46

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Carol Edwards
SIGNATURE

Jo M. [Signature]
APPROVED BY

EXPENSE REPORT

NAME

Chico Rego

DEPARTMENT

Parks & Recreation

PERIOD ENDING

10/21/17

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU	Columbus, GA										39.06	39.06
FRI	Columbus, GA										39.06	39.06
SAT	Columbus, GA										39.06	39.06
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117.18	

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

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
	Mileage	117.18

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Send check to Sportsplex

APPROVED BY

RESOLUTION NO. (ID # 2595)

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.	1996 Ford E350 Van 1FBJS31H5THB14297	87001284
2.	1	Ea.	1992 John Deere 2355 Tractor L02355A762216	87000788
3.	1	Ea.	Computer Laptop LP486	87001107
4.	1	Ea.	Surveyor's Equipment	87001004
5.	1	Ea.	8-Phase Controller Actuated	87000471
6.	1	Ea.	Topcon Surveyor's Equipment	99000385
7.	1	Ea.	Robotic Total Station	87001246
8.	1	Ea.	42" Cutter Plotter	87002424

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.

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

RESOLUTION NO. (ID # 2596)

Purchase-Dell Nutanix License Kit with Memory - IT

RESOLUTION NO. _____

WHEREAS, the Opelika Information Technology department desires to purchase a Dell CTO Pro Nutanix License Kit with Memory Module utilizing the State of Alabama Contract #MA 999 17000000186; and

WHEREAS, CDW Government, Inc. is the contract vendor for the Dell CTO Pro Nutanix License Kit with Memory Module; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to CDW Government, Inc. utilizing the State of Alabama Contract #MA 999 17000000186.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of \$21,953.91.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. The Controller is authorized to adjust the budget as necessary for this purchase.

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

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

QUOTE CONFIRMATION



DEAR STEPHEN DAWE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JJJM570	10/26/2017	JJJM570	0936449	\$21,953.91

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO PRO NUTANIX LIC KIT Mfg. Part#: 3000018832483 Ultimate Nutanix License for Dell XC STP1 - Kit Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSP016-130652 MA 999 170)	1	4850541	\$25.27	\$25.27
DELL CTO PRO NUTANIX LIC KIT Mfg. Part#: 3000018832484 Ultimate Nutanix License for Dell XC STP4 - Kit Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSP016-130652 MA 999 170)	1	4850542	\$20,155.64	\$20,155.64
DELL CTO 32GB MEMORY MOD 2RX4 2400 Mfg. Part#: 3000018832482 Dell 32GB Certified Memory Module -2RX4,DDR4 RDIMM 2400MHZ ECC Contract: Alabama NVP Software (ADSP016-130652 MA 999 170)	1	4850544	\$1,773.00	\$1,773.00

PURCHASER BILLING INFO		SUBTOTAL	\$21,953.91
Billing Address: CITY OF OPELIKA ACCOUNTS PAYABLE PO BOX 390 OPELIKA, AL 36803-0390 Phone: (334) 705-5120 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$21,953.91
		DELIVER TO Shipping Address: CITY OF OPELIKA STEPHEN DAWE 204 S 7TH ST OPELIKA, AL 36801 Shipping Method: DROP SHIP-GROUND	
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Griffin Curcio

(877) 635-6656

grifcur@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

Attachment: 11-21-17 - DELL CTO PRO NUTANIX LIC KIT - STATE OF AL CONTRACT - CNCL PKT (2596 : Purchase-Dell Nutanix License Kit with



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

13.5.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 17000000186

NOT TO EXCEED AMOUNT:

Begin Date: 07/27/2017

Procurement Folder: 389954

Expiration Date: 04/08/2018

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 07/28/17

Version Number: 1

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:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000004220: CDW GOVERNMENT INC

75 REMITTANCE DR

SUITE 1515

CHICAGO IL 60675-1515

Contact:

Brittany Logan

877-742-3146

britlog@cdwg.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO

CDW Contract No. ADSP016-130652

Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:

Purchasing Director

17000000186	Document Phase Final	Document Description Software, Valued Added Reseller for COT Software & Services	Page 6 of 7
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PUBLISHERS

MARKUP/DOWN

KEY EMIZED	ADOBE	1.97%
	CITRIX	1.97%
	MICROSOFT	-0.26%
	NOVELL	1.97%
	SYMANTEC	1.97%
	VMWARE	1.88%

OTHER EMIZED	AI SQUARED	3.20%
	AIRWATCH MOBILE DEVICE MANAGEMENT	2.13%
	VMWARE	2.13%
	ALLIANCE ENTERPRISES	3.20%
	APPLE	3.20%
	ATTACHMATE – MICROFOCUS	2.25%
	AUTODESK	3.20%
	AUTONOMY – HP	3.20%
	BAKBONE – DELL	2.13%
	BARRACUDA	3.20%
	BOMGAR REMOTE SOFTWARE	1.75%
	CA TECHNOLOGIES	3.20%
	CISCO	3.20%
	COMPUTRONIX USA	2.13%
	COMPUWARE	3.20%
	COREL	3.20%
	DOUBLETAKE	3.20%
	EMC	3.20%
	ENCHOICE	3.20%
	ESET	3.20%
	ESRI	3.20%
	FREEDOM SCIENTIFIC	3.20%
	GUARDIAN EDGE – SYMANTEC	3.20%
	GW MICRO	3.20%
	IBM	3.20%
	ICM CONVERSIONS	3.20%
	INFOR	3.20%
	INTERMEDIX EMSYSTEMS	3.20%
	HP	3.20%
	HUMANWARE	3.20%
	INFORMATION BUILDERS	3.20%
	KRONOS SOFTWARE	3.20%
	LANDESK	3.20%
	LASERFISCHE	3.20%
	LIQUIDWARE STATUSPHERE	3.20%

RESOLUTION NO. (ID # 2602)

Purchase - Cisco Equipment - IT

RESOLUTION NO. _____

WHEREAS, the Opelika Information Technology department desires to purchase Cisco Equipment utilizing the State of Alabama Contract #MA 999 T6374013346; and

WHEREAS, CDW Government, Inc. is the contract vendor for the Cisco Equipment; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to CDW Government, Inc. utilizing the State of Alabama Contract #MA 999 T6374013346.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of \$76,756.58.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. The Controller is authorized to adjust the budget as necessary for this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

QUOTE CONFIRMATION



DEAR STEPHEN DAWE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JKHF446	11/14/2017	JKHF446	936449	\$76,756.58

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Catalyst 9500 - Network Advantage - switch - 40 ports - managed - rac Mfg. Part#: C9500-40X-A UNSPSC: 43222612 TAX: OPELIKA, AL .0000% \$.00 Contract: State of Alabama Networking-T637 (T637-4013346)	1	4727369	\$13,833.55	\$13,833.55
Cisco Catalyst 9500 Series Network Module - expansion module Mfg. Part#: C9500-NM-2Q UNSPSC: 43201404 TAX: OPELIKA, AL .0000% \$.00 Contract: State of Alabama Networking-T637 (T637-4013346)	1	4727382	\$2,255.00	\$2,255.00
Cisco Config 4 - power supply - hot-plug / redundant - 950 Watt Mfg. Part#: PWR-C4-950WAC-R UNSPSC: 39121004 TAX: OPELIKA, AL .0000% \$.00 Contract: State of Alabama Networking-T637 (T637-4013346)	1	4712844	\$1,155.00	\$1,155.00
Cisco Config 4 - power supply - hot-plug / redundant - 950 Watt Mfg. Part#: PWR-C4-950WAC-R/2 UNSPSC: 39121004 TAX: OPELIKA, AL .0000% \$.00 Contract: State of Alabama Networking-T637 (T637-4013346)	1	4712845	\$1,155.00	\$1,155.00
Cisco Network and Digital Network Architecture Advantage - Term License (3 Mfg. Part#: C9500-DNA-A-3Y UNSPSC: 43233204 TAX: OPELIKA, AL .0000% \$.00 Contract: State of Alabama Networking-T637 (T637-4013346)	1	4712847	\$6,655.00	\$6,655.00
Cisco - SFP+ transceiver module - 10 Gigabit Ethernet Mfg. Part#: SFP-10G-LR-S UNSPSC: 43201553	4	3935599	\$1,130.50	\$4,522.00

Attachment: 11-21-17 - CISCO EQUIPMENT - STATE OF AL CONTRACT - CNCL PKT (2602 : Purchase - Cisco Equipment - IT)

QUOTE DETAILS (CONT.)				
TAX: OPELIKA, AL .0000% \$.00				
Contract: State of Alabama Networking-T637 (T637-4013346)				
<u>Cisco Meraki MR52 - wireless access point</u>	9	4136977	\$832.41	\$7,491.69
Mfg. Part#: MR52-HW				
UNSPSC: 43223108				
TAX: OPELIKA, AL .0000% \$.00				
Contract: State of Alabama Networking-T637 (T637-4013346)				
<u>Cisco Meraki Enterprise Cloud Controller - subscription license (3 years) -</u>	9	3342939	\$178.50	\$1,606.50
Mfg. Part#: LIC-ENT-3YR				
UNSPSC: 43232901				
Electronic distribution - NO MEDIA				
TAX: OPELIKA, AL .0000% \$.00				
Contract: State of Alabama Networking-T637 (T637-4013346)				
<u>CIS DIR 1YR SNET SOLN 24X7X4</u>	1	4875486	\$2,098.00	\$2,098.00
Mfg. Part#: CON-SSSNP-C95004XA				
Electronic distribution - NO MEDIA				
TAX: OPELIKA, AL .0000% \$.00				
Contract: State of Alabama Networking-T637 (T637-4013346)				
<u>Cisco Nexus 93180YC-EX - switch - 48 ports - rack-mountable</u>	2	4125651	\$12,375.00	\$24,750.00
Mfg. Part#: N9K-C93180YC-EX				
UNSPSC: 43222612				
TAX: OPELIKA, AL .0000% \$.00				
Contract: State of Alabama Networking-T637 (T637-4013346)				
<u>Cisco SMARTnet 1yr Service Agreement</u>	2	4195009	\$927.42	\$1,854.84
Mfg. Part#: CON-SNT-93180YCX				
UNSPSC: 81111812				
Electronic distribution - NO MEDIA				
TAX: OPELIKA, AL .0000% \$.00				
Contract: State of Alabama Networking-T637 (T637-4013346)				
<u>Cisco NX-OS Enhanced Layer 3 - license</u>	2	3221772	\$4,400.00	\$8,800.00
Mfg. Part#: N93-LAN1K9				
UNSPSC: 43233004				
Electronic distribution - NO MEDIA				
TAX: OPELIKA, AL .0000% \$.00				
Contract: State of Alabama Networking-T637 (T637-4013346)				
<u>Cisco 40GBASE-CR4 Passive Copper Cable - direct attach cable - 10 ft - oran</u>	4	3252645	\$145.00	\$580.00
Mfg. Part#: QSFP-H40G-CU3M				
UNSPSC: 26121609				
TAX: OPELIKA, AL .0000% \$.00				
Contract: State of Alabama Networking-T637 (T637-4013346)				

PURCHASER BILLING INFO		SUBTOTAL	\$76,756.58
Billing Address: CITY OF OPELIKA ACCOUNTS PAYABLE PO BOX 390 OPELIKA, AL 36803-0390 Phone: (334) 705-5120 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$76,756.58
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: CITY OF OPELIKA STEPHEN DAWE 204 S 7TH ST OPELIKA, AL 36801 Shipping Method: DROP SHIP-GROUND			



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

13.6.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T6374013346

NOT TO EXCEED AMOUNT:

Begin Date: 09/01/2015

Procurement Folder: 165311

Expiration Date: 08/31/2018

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 07/26/17

Version Number: 4

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:

Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Ship To:

Bill To:

REASON FOR MODIFICATION

Contract Renewed.

VENDOR INFORMATION

Name /Address:

VC000004220: CDW GOVERNMENT INC
75 REMITTANCE DR
SUITE 1515
CHICAGO IL 60675-1515

Contact:

Brittany Logan
877-742-3146 EXT: 1421
britlog@cdwg.com

Attachment: 11-21-17 - CISCO EQUIPMENT - STATE OF AL CONTRACT - CNCL PKT (2602 : Purchase - Cisco Equipment - IT)

COMMODITY / SERVICE INFORMATION

13.6.a

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00

2054006697CNV - DO NOT USE: To be inactivated.

NETWORKING: CISCO PRODUCTS CATALOG PERCENT OFF

NETWORKING: CISCO PRODUCTS CATALOG PERCENT OFF: 1. SECURITY PRODUCTS: 40.5% (FIREWALLS AND SECURITY DEVICE
 2. NETWORKING PRODUCTS: 40.5% (ROUTERS, SWITCHES, ACCESS POINTS, VARIOUS NETWORK SUPPORT DEVICES) 3.
 SMARTNET SERVICES: 14% 4. MISCELLANEOUS CATALOG: 40.5% (CABLES, CONNECTORS, GBICS)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

72555071934CNV - DO NOT USE: Inactivated 3-24-17.

USE LINE 5

TELEPHONY: CISCO PRODUCTS CATALOG PERCENT OFF 1. COLLABORATION & VOICE PRODUCTS: 40.5% (E.G. PHONES, VIDEO
 ENDPOINTS, VOICE GATEWAYS) 2. SOFTWARE & LICENSED PRODUCTS: 40.5% (E.G. LICENSING FOR VARIOUS VOICE PRODUCT
 LINES, UCC, UCM, UNITY, AND OTHER SUPPORT OPTIONS) 3. SMARTNET SERVICES: 14% 4. MISCELLANEOUS PARTS: 40.5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		\$0.000000	\$0.00			\$0.00	\$0.00

83900 - TELEPHONE EQUIPMENT, ACCESSORIES AND SUPPLIES

USE LINE 1

NETWORKING: CISCO PRODUCTS CATALOG PERCENT OFF: 1. SECURITY PRODUCTS: 40.5% (FIREWALLS AND SECURITY DEVICE;
 2. NETWORKING PRODUCTS: 40.5% (ROUTERS, SWITCHES, ACCESS POINTS, VARIOUS NETWORK SUPPORT DEVICES) 3.
 SMARTNET SERVICES: 14% 4. MISCELLANEOUS CATALOG: 40.5% (CABLES, CONNECTORS, GBICS)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		\$0.000000	\$0.00			\$0.00	\$0.00

83900 - TELEPHONE EQUIPMENT, ACCESSORIES AND SUPPLIES

TELEPHONY: CISCO PRODUCTS CATALOG PERCENT OFF

TELEPHONY: CISCO PRODUCTS CATALOG PERCENT OFF 1. COLLABORATION & VOICE PRODUCTS: 40.5% (E.G. PHONES, VIDEO
 ENDPOINTS, VOICE GATEWAYS) 2. SOFTWARE & LICENSED PRODUCTS: 40.5% (E.G. LICENSING FOR VARIOUS VOICE PRODUCT
 LINES, UCC, UCM, UNITY, AND OTHER SUPPORT OPTIONS) 3. SMARTNET SERVICES: 14% 4. MISCELLANEOUS PARTS: 40.5%

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. (ID # 2587)

Weed Abatement Assessment - 1441 Gateway Dr.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1441 Gateway Dr., Parcel No. 038.001**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1441 Gateway Dr., parcel no. 038.001 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 1441 Gateway Dr., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 21th day of November 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 \$134.73 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1441 Gateway Dr., Parcel no. 038.001 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 43-09-06-14-1-038.001 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

WEED ABATEMENT INVOICE**Date: 11/08/2017****To: Auburn East LLC
1695 University Dr.
Auburn AL 36830****Property Address:
1441 Gateway Dr.
Opelika AL 36801****Parcel # 09-06-14-1-000-038.001**

On September 25, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 127.75

Certified mail: 6.98

Misc.

Total 134.73

Attachment: WEED INVOICE 1441 Gateway Dr. (2587 : Weed Abatement Assessment - 1441 Gateway Dr.)

RESOLUTION NO. (ID # 2589)

Weed Abatement Assessment - 1451 Gateway Dr.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1451 Gateway Dr., Parcel No. 001.001**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1451 Gateway Dr., parcel no. 001.001 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 1451 Gateway Dr., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 21th day of November 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 \$239.73 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1451 Gateway Dr., Parcel no. 001.001 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 43-09-06-14-4-000-001.001 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

WEED ABATEMENT INVOICE**Date: 11/08/2017****To: Auburn East LLC
1695 University Dr.
Auburn AL 36830****Property Address:
1451 Gateway Dr.
Opelika AL 36801****Parcel # 09-06-14-4-000-001.001**

On September 25, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 232.75

Certified mail: 6.98

Misc.

Total 239.73

Attachment: WEED INVOICE 1451 Gateway Dr. (2589 : Weed Abatement Assessment - 1451 Gateway Dr.)

RESOLUTION NO. (ID # 2476)

Resolution for Demolition - 1003 Alton Court

RESOLUTION NO. _____

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

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

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

WHEREAS, Marvin Dooley is the person last assessing the subject property for state taxes; and

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

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

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

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

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

WHEREAS, Tuesday, November 21, 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 1003 Alton Court is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, November 21, 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 1003 Alton Court, Opelika, Alabama; and

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

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

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2017.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Cc: Marvin Dooley
515 Fox Run Parkway, #9A
Opelika, AL 36801

Paul Pollard
1005 Alton Court
Opelika, AL 36801

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

RESOLUTION NO. (ID # 2593)

Special use permit for AT&T, 2605 Tower St.

RESOLUTION NO. _____

WHEREAS, AT&T has requested to modify their equipment at an existing wireless telecommunication facility located at 2605 Tower Street, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

WHEREAS, AT&T has complied with City's Ordinance No. 102-00 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and AT&T customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for the modification of AT&T's equipment at this facility located at 2605 Tower Street, which consist of a 157' monopole tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that AT&T is hereby granted a Special Use Permit to modify their equipment at the wireless telecommunications facility located at 2605 Tower Street. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. AT&T may petition the City of an extension of this for good cause shown, but the decision weather not to grant the extension shall exclusively be the prerogative of the City.

2. AT&T must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
3. Once AT&T has met all the conditions of the permit and any other requirements of the City and a building permit is issued, AT&T must notify the City's consultant for all inspections.
4. At the completion of construction, AT&T must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
5. AT&T shall not be permitted to provide service commercially until the Certificate of Occupancy or its functional equivalent is issued or risk forfeiting its Permit.
6. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.

ADOPTED and APPROVED this 21st day of November, 2017.

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

ATTEST:

R. G. Shuman, CMC
City Clerk-Treasurer

RESOLUTION NO. (ID # 2585)

Project development agreement - Scott Land Company.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF OPELIKA, ALABAMA,
AND SCOTT LAND COMPANY, INC.**

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

Section 1. **FINDINGS.** The Council, upon evidence duly presented to it and considered by it, has found and determined and does hereby find, determine and declare that the following facts are true and correct:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Scott Land Company, an Alabama corporation (the “Company”) have prepared that certain Project Development Agreement to be dated as of the date of delivery (the “Project Development Agreement”), a copy of which Agreement is attached hereto as Exhibit “A”, for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referened in Amendment 642 of the Constitution of Alabama of 1901, as amended (“Amendment 642”).

(c) The Project, as defined in the Project Development Agreement, consists of the construction of a paved 28 foot wide public entrance road for a distance of

approximately 170 feet, which will include a deceleration lane, a temporary paved cul-de-sac, curb and gutter and an enclosed drainage system.

(d) The entrance road (the “Project”) will provide access to the new Caterpillar dealership and other lands in the vicinity of the 400 block of the Columbus Parkway corridor.

(e) The Project, as defined in the Project Development Agreement, is an economic development within the meaning of Amendment 642.

(f) Pursuant to, and for the purposes of Amendment 642, it is necessary, desirable and in the public interest for the City to provide financial incentives to the Company to induce the Company to construct the Project.

(g) The expenditure of public funds for the purposes specified in the Project Development Agreement and in Section 1(d) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(h) The Project, as defined in the Project Development Agreement, will promote the local economic and industrial development of the City, will provide additional retail and service opportunities along the Columbus Parkway corridor and will increase employment in the City and increase the tax and revenue base of the City.

(i) On November 14, 2017, the City caused to be published in the Opelika-Auburn News, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which Notice is attached hereto as Exhibit “B”. The Council certifies:

(1) The information set forth in said Notice is true and correct.

(2) The publication of said Notice is hereby ratified and confirmed.

(i) On November 21, 2017, the Council conducted a public hearing during the meeting referenced in said Notice with respect to the matters therein contained.

Section 2. **AUTHORIZATION OF DEVELOPMENT AGREEMENT.** The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) The agreements, covenants and undertakings of the City as set forth in the Project Development Agreement.

(b) The terms and provisions of the Project Development Agreement, in substantially the form set forth therein, with such changes thereto (by addition or deletion), as the Mayor shall approve, which approval shall be conclusively referenced by execution and delivery of the Project Development Agreement.

Section 3. **EXECUTION AND DELIVERY OF PROJECT DEVELOPMENT AGREEMENT..** The Mayor is hereby authorized and directed to execute and deliver the Project Development Agreement for and on behalf and in the name of the City. The City Clerk is hereby authorized and directed to affix the official seal of the City to the Project Development Agreement and to attest the same.

Section 4. **AUTHORIZED ACTS.** The Mayor and officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, petitions, and proceedings with respect to the Project Development Agreement as the Mayor and such officers shall determine to be necessary

or desirable to carry out the provisions of this Resolution or the Project Development Agreement or duly and punctually observed and perform all agreements and obligations of the City under the Project Development Agreement.

Section 5. **CONFIRMATION OF PRIOR ACTIONS.** All prior actions taken and agreements, documents, notices executed and delivered, by the Mayor or any officer or member of the City Council or other representatives of the City in connection with the agreements, covenants and undertakings of the City are hereby approved, or in connection with the preparation of the Project Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. **SEVERABILITY PROVISIONS.** All resolutions or parts thereof, of the City Council in conflict or inconsistent with any provision of this Resolution are to the extent of such conflict or inconsistency, repealed.

Section 7. **AUTHORIZATION OF CITY CONTRIBUTION.** The City contribution in an amount not to exceed \$100,000.00 shall be paid to the Company in accordance with the provisions of the Project Development Agreement from the 2011 Road Construction Fund. The Mayor and the Controller are hereby authorized and directed to make all appropriate budget changes and accounting entries as they determine to be necessary to carry out the provisions of the Resolution or the Project Development Agreement.

Section 8. **EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED by the City Council of the City of Opelika, Alabama, on this the ____ day of November, 2017.

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

ATTEST:

CITY CLERK

RESOLUTION NO. (ID # 2594)

Appropriation contract FY2018, Christian Care Ministries.**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 Christian Care Ministries (CCM), 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 Christian Care Ministries, 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

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Christian Care Ministries, a 501(c)(3) corporation, hereinafter referred to as "CCM", on this the _____ day of _____, 20____.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 20 17 and ending the 30th day of September, 20 18.
2. During the term of this contract, CCM agrees to provide the following services:
 - Distribution of food and clothing.
 - Hot Meals through the Soup Kitchen.
3. As compensation for the services rendered hereunder, the City agrees to pay to CCM, for the term of this agreement the sum of \$ 2,000 payable in lump sum upon approval and execution of this contract.
4. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. CCM agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. CCM agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. CCM in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by CCM are performed, but on the contrary, CCM shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
8. CCM 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.
9. CCM shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.

10. 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.
11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. 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 the _____ day of _____, 20_____.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

Christian Care Ministries

BY: Tom Tippet
Tom Tippet
President

ATTEST:

Witness
11-13-17

RESOLUTION NO. (ID # 2591)

Special appropriation, J. W. Darden Foundation.**RESOLUTION NO. _____**

WHEREAS, Doctor J. W. Darden was the first African-American medical doctor in Opelika, Alabama, and

WHEREAS, the J. W. Darden Foundation Inc. has been formed to honor and preserve the many contributions that Doctor Darden made to this community, and

WHEREAS, the J. W. Darden Foundation Inc. is holding their annual “Black Tie Legacy Gala” on January 27, 2018 to raise additional funds that are needed to support Medical Scholarships and the Darden Wellness Center, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilwoman Tiffany Pitts Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 would like to contribute a portion of their discretionary funds to the J. W. Darden Foundation Inc. to help sponsor the 2018 Black Tie Legacy Gala.

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

1. The City Council approves a special appropriation of \$2000.00 from the City Council discretionary funds as detailed below:

Patricia Jones	Ward 1 Reserve Fund	\$400.00
Tiffany Pitts	Ward 2 Reserve Fund	\$400.00
Dozier Smith T	Ward 3 Reserve Fund	\$400.00
Eddie Smith	Ward 4 Reserve Fund	\$400.00
David Canon	Ward 5 Reserve Fund	\$400.00

2. That the City Council hereby declares and determines that the expenditures of said public funds will serve a public purpose for the City of Opelika.
3. That Mayor Fuller and the Controller are hereby authorized and directed to transfer said funds as designated above to the appropriate account(s).

4. That the City Clerk-Treasurer is hereby authorized to prepare and process the appropriate document(s) so that a check can be prepared for \$2,000.00 payable to the J.W. Darden Foundation Inc.

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. 309-17

ROW Encroachment, License Agreement with Jesse Russell Nix.

STATE OF ALABAMA

COUNTY OF LEE

RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT (hereinafter the “Agreement”) is made and entered into at Opelika, Alabama this the ____ day of _____, 2017, by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter the “City”) and **JESSE RUSSELL NIX** (hereinafter the “Licensee”).

RECITALS:

WHEREAS, Licensee is the record title holder and responsible for the maintenance of a parcel of land containing 0.72 acres, more or less, located at 3829 Pepperell Parkway, which fronts along Pepperell Parkway; and

WHEREAS, Licensee’s real property is further described as follows:

Commence at the southwest corner of Section 15, Township 19 North, Range 26 East, in Lee County, Alabama; thence run North 68 degrees 30 minutes East, 318.8 feet; thence North 45 degrees 29 minutes East, 569.4 feet; thence North 41 degrees 30 minutes East, 151.2 feet to the point of beginning of the lot or parcel of land here to be described and conveyed; From said point of beginning, run North 41 degrees 30 minutes East, 126 feet; thence North 42 degrees 16 minutes East, 74 feet; thence South 54 degrees 24 minutes East, 97.3 feet; thence South 89 degrees 10 minutes East, 71 feet; thence South 18 degrees 30 minutes West, 168.4 feet; thence North 73 degrees 27 minutes West, 239.8 feet to the said point of beginning; together with all improvements thereon and all appurtenances thereunto appertaining, all according to and as shown by the blue print of the plat of survey made by Mason M. Watkins, surveyor, Registration No. 2466, dated

November 27, 1955, marked “EXHIBIT A”, and attached to that certain deed executed by J.W. Long, Jr., and wife, to Billups Petroleum Company, of record in Deed Book 440, at Page 405, in the Office of the Judge of Probate of Lee County, Alabama.

Being the identical property conveyed by statutory warranty deed dated June 24, 2009 from Betty Webster Salmon and Rica Salmon Bogdany, as Trustees of the Charles Salmon Credit Shelter Trust, to Jesse Russell Nix recorded in Deed Book 2351 at Page 346 in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel No. 43 09 05 15 300 059.000 according to the records in the Office of the Revenue Commissioner.

WHEREAS, the City is the owner of Pepperell Parkway, a public street, which is adjacent to the area identified as the Licensee’s property; and

WHEREAS, at the October 24, 2017 meeting of the Opelika Planning Commission, the Licensee submitted to the Planning Commission an application for conditional use approval; and

WHEREAS, at said October 24, 2017 meeting, Licensee submitted a plat or survey prepared by Timothy W. Simpson, RS, depicting the boundaries of the property located at 3829 Pepperell Parkway; and

WHEREAS, a copy of the plat or survey is attached hereto as Exhibit “A”; and

WHEREAS, the plat discloses that an existing canopy protrudes approximately two (2) feet into the air space above the right-of-way of Pepperell Parkway; and

WHEREAS, Licensee desires to utilize a portion of Pepperell Parkway for the use and maintenance of the protruding canopy. The portion of the City right-of-way to be used by

Licensee is depicted on Exhibit “A”, which is attached hereto and incorporated into this Agreement by this reference (hereinafter the “Encroachment Area”); and

WHEREAS, the protruding canopy into the public right-of-way does not in any manner detract from the effectiveness of official traffic control devices or constitute a traffic hazard; and

WHEREAS, the City has agreed to grant to Licensee a temporary and non-exclusive license and privilege to use the Encroachment Area described above for the use and maintenance of the existing protruding canopy, all in accordance with and subject to the terms, conditions and limitations of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the parties agrees as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement in their entirety.
2. **Grant of License.** The City hereby grants to Licensee a temporary and non-exclusive license, privilege and permission to use the Encroachment Area described above for the use, maintenance and repair of the encroaching canopy (hereinafter the “License”), subject, however, to the terms, conditions and limitations of this Agreement. The License herein granted shall be subject to all existing utility easements, if any, located within the right-of-way of Pepperell Parkway, or any other easements, conditions, covenants or restrictions of record. The Licensee agrees that he will not expand or enlarge the encroaching canopy without the written consent of the City.

3. **Term.** This Agreement and the License granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

4. **Consideration.** The consideration to be paid by Licensee to the City for the privilege granted by this Agreement shall be One Dollar (\$1.00), the receipt of which is hereby acknowledged by the City.

5. **No Interest in Land.** The Licensee hereby acknowledges title of the City to the public right-of-way described above and agree never to assail, resist or deny such title. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the City's right-of-way. The City retains legal possession of the full boundaries of its right-of-way, and this Agreement merely grants to Licensee a privilege and license to use the Encroachment Area described above throughout the term of this Agreement.

6. **No Vested Rights.** Notwithstanding any expenditure of money, time and/or labor by Licensee on or within the Encroachment Area, this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Licensee. Licensee shall expend any time, money or labor on or in the Encroachment Area at Licensee's own risk and peril.

7. **Maintenance.** As an important condition of the City's agreeing to this License, Licensee agrees that the canopy described herein shall be maintained at all times in a safe, neat, sightly, and good physical condition in accordance with all requirements of the City's ordinances and building codes. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain the Encroachment Area and the canopy thereon in good condition and in

compliance with any applicable requirements of law. The City shall be the sole judge of the quality of the maintenance and, upon written notice of the City stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee shall fail to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee covenants and agrees to reimburse the City its full cost and expense for such maintenance.

8. **Compliance With Law.** Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area and the Licensee's use thereof. Licensee agrees and warrants that he shall procure any licenses, permits or permission as required by law, if any, to conduct or engage in the use of the Encroachment Area described herein. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.

9. **Indemnification.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the City, its officers, agents, servants, employees, boards and commissions from and against any and all claims, losses, damage or liability (including reasonable attorney's fees) whatsoever arising out of the use of the Encroachment Area and the use and maintenance of the encroaching canopy, including, but not limited to all claims, demands, damages and liabilities arising directly or indirectly from personal injury, including death and property damages caused by the use and maintenance of said canopy. In the event of any action against the City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such actions shall be defended by legal counsel of the City's choosing. The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.

10. **Termination.** This Agreement and the License herein granted to Licensee may be terminated by either party for any reason or no reason upon giving ninety (90) days written notice. In addition, this Agreement may be terminated by the City upon five (5) day written notice to Licensee of a breach of any term or condition of this Agreement.

11. **Removal of Encroachments upon Termination.** At such time as this Agreement and License herein granted to Licensee is terminated, Licensee shall, at the option of the City, remove, at the Licensee's sole cost and expense, any and all encroachments or improvements on or maintained by Licensee in the City's right-of-way.

12. **Breach and Limitation of Damages.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the City be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Licensee against the City for monetary damages. In the event any legal action is brought by the City for the enforcement of any obligations of Licensee relating to or arising from this Agreement and the City is the prevailing party in such action, the City shall be entitled to recover from Licensee reasonable attorney's fees.

13. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To the City:

To the Licensee:

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

Jesse Russell Nix
606 Greenville Street
LaGrange, GA 30240

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following the mailing. Notices personally delivered shall be deemed to have been given upon delivery.

14. **No Joint Venture or Partnership.** This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

15. **No Personal Liability.** No official, officer, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

16. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

17. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Alabama. The venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this License Agreement shall be in the Circuit Court of Lee County, Alabama.

18. **References in Agreement.** All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa. If either reference shall be declared invalid, such decision shall not affect the validity of any remaining portion that shall remain in full force and effect.

19. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

21. **Binding Agreement on the Parties.** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

22. **Assignment.** This Agreement and the obligations herein may not be assigned without the express written consent of each of the parties hereto.

23. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

24. **Modification.** This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly authorized and executed amendment hereof.

IN WITNESS WHEREOF, the parties have hereunto have caused this Agreement to be executed as of this the ____ day of _____, 2017.

THE CITY OF OPELIKA, ALABAMA

By: _____

GARY FULLER, ITS MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA

COUNTY OF LEE

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

GIVEN under my hand and official seal of office this the ____ day of _____, 2017.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

JESSE RUSSELL NIX

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that JESSE RUSSELL NIX, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2017.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

RESOLUTION NO. _____

RESOLUTION APPROVING RIGHT-OF-WAY ENCROACHMENT

LICENSE AGREEMENT WITH JESSE RUSSELL NIX

WHEREAS, Jesse Russell Nix (hereinafter referred to as “Licensee”) is the owner of a parcel of land containing 0.72 acres, more or less, located at 3829 Pepperell Parkway, which fronts on Pepperell Parkway; and

WHEREAS, Licensee has requested permission of the City to use and maintain a canopy which protrudes approximately two feet into the right-of-way of Pepperell Parkway; and

WHEREAS, the protruding canopy does not in any manner detract from the effectiveness of official traffic control devices or constitute a traffic hazard; and

WHEREAS, a Right-Of-Way Encroachment License Agreement (hereinafter referred to as the “License Agreement”) has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said License Agreement; and

WHEREAS, the City Council is willing to grant Licensee a license to use and maintain the protruding canopy, subject to the covenants and conditions contained in said License Agreement.

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

1. That the proposed Right-Of-Way Encroachment License Agreement to be entered into between the City, as Licensor, and Jessie Russell Nix, as Licensee, a copy of which is attached hereto as Exhibit “A”, is hereby approved, authorized, ratified and confirmed.

2. That the Mayor is hereby authorized and directed to execute and deliver said

License Agreement on behalf of the City, and the City Clerk is hereby authorized to attest the same.

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

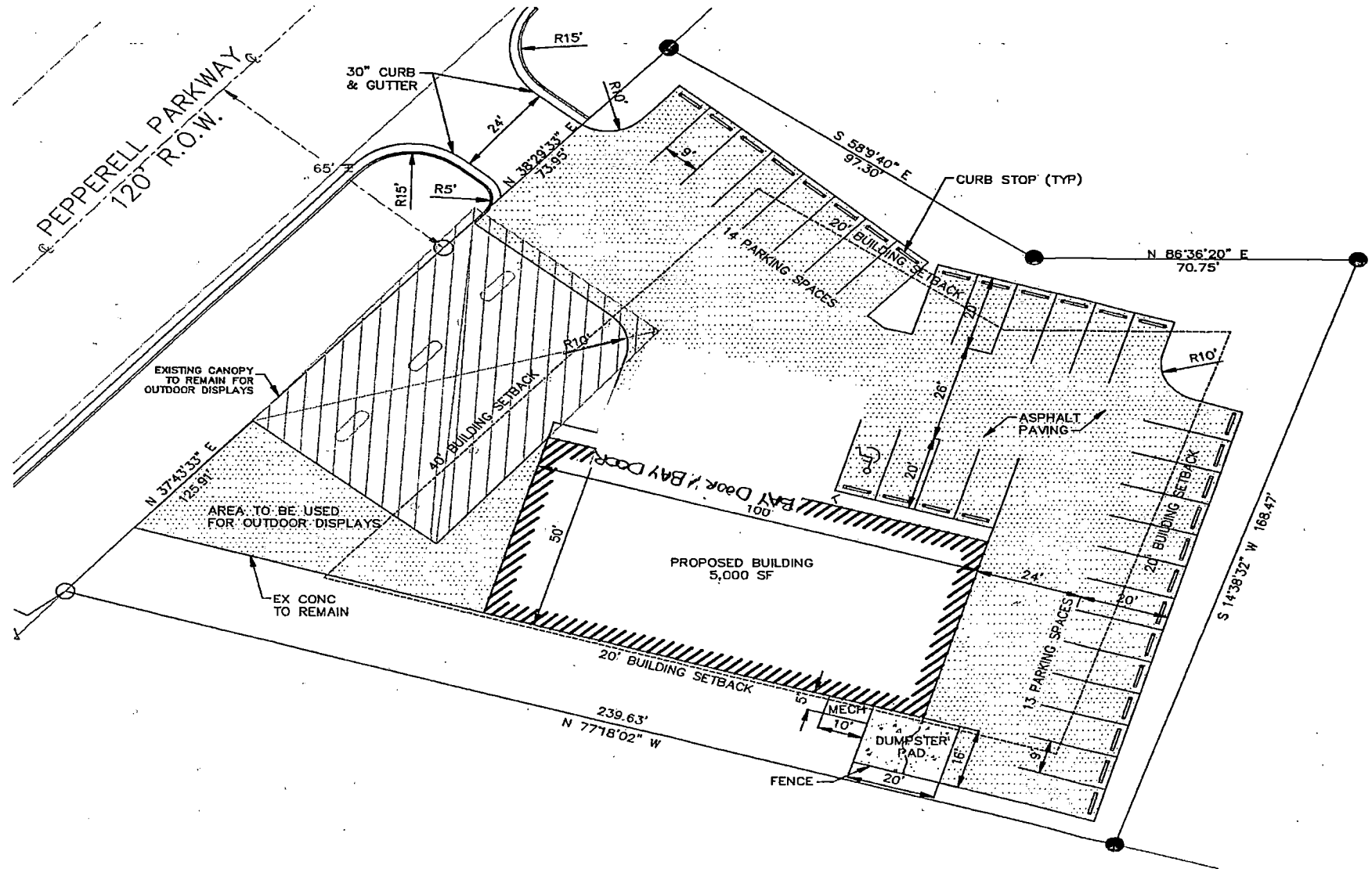
ADOPTED AND APPROVED this the _____ day of _____, 2017.

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

ATTEST:

CITY CLERK

Agenda Item # 4



RESOLUTION NO. 310-17

Application Seeking Permission to Incorporate a Special Care Facilities Financing Authority.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
INCORPORATE A SPECIAL CARE FACILITIES FINANCING AUTHORITY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OPELIKA,
Alabama, as follows:

Section 1. That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the City of Opelika, that such application was signed by not less than three natural persons, and that each of said persons is a resident of, an owner of real property in, and a duly qualified elector of the City of Opelika, Alabama:

**APPLICATION FOR AUTHORITY
TO FORM A SPECIAL CARE
FACILITIES FINANCING AUTHORITY**

**TO THE GOVERNING BODY OF THE CITY OF OPELIKA,
ALABAMA:**

We, the undersigned natural persons, each of whom is a resident of, an owner of real property in, and a duly qualified elector of the City of Opelika, do hereby make application in writing seeking permission to incorporate a special care facilities financing authority of the City of Opelika under the provisions of Chapter 62 of Title 11 of the Code of Alabama 1975, Section 11-62-1 et seq. A copy of the proposed form of certificate of incorporation for such authority is attached hereto as Exhibit A and made a part hereof. We do hereby request that this application be considered and reviewed, that permission be given to incorporate such authority, and that a resolution be adopted by the governing body of the City of Opelika declaring that it has reviewed this application, has

determined as a matter of fact that it is wise, expedient, necessary and advisable that the authority be formed and has approved the proposed form of certificate of incorporation for the authority attached hereto.

WITNESS OUR SIGNATURES this 16th day of November, 2017.

/s/ Chris Duncan _____

Chris Duncan

/s/ Jim Levins _____

Jim Levins

/s/ Tom Rickles _____

Tom Rickles

Section 2. That the City Council has reviewed the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, necessary and advisable that the authority be formed.

Section 3. That the City Council does hereby approve the proposed form of certificate of incorporation of the authority as set forth on **Exhibit A** hereto.

Section 4. That the City Council does hereby grant permission to incorporate a special care facilities financing authority and does hereby authorize the persons making such application to proceed to form such authority.

Section 5. That the City Council does hereby elect Chris Duncan, Jim Levins and Tom Rickles to serve as initial directors of the Authority. The term of Chris Duncan shall begin immediately upon his election and shall end at 11:59 p.m. on Monday, November 12, 2019. The term of Jim Levins shall begin immediately upon her election and shall end at 11:59 p.m. on Monday, November 9, 2021. The term of Tom Rickles shall begin immediately upon his election and shall end at 11:59 p.m. on Monday, November 14, 2023.

Section 6. That warrants, bonds and other indebtedness issued or incurred by the special care facilities financing authority authorized by this resolution shall not constitute or give rise to an indebtedness or a pecuniary liability of, and shall not constitute a charge against the general credit or taxing powers of, the City of Opelika, Lee County, or the State of Alabama.

ADOPTED, this ____ day of November, 2017.

President of City Council

City Clerk

EXHIBIT A

**CERTIFICATE OF INCORPORATION
OF
THE SPECIAL CARE FACILITIES FINANCING AUTHORITY
OF OPELIKA (LODGE OF MILL LAKES PROJECT)**

_____, 2017

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to incorporate a special care facilities financing authority as a public corporation under and pursuant to the provisions of Chapter 62 of Title 11 of the Code of Alabama 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge and file this certificate of incorporation:

ARTICLE ONE

The names and residences of the undersigned incorporators are:

<u>Name</u>	<u>Residence</u>
Chris Duncan	503 Winterburn Drive Opelika, Alabama 36801
Jim Levins	1506 Sandray Drive Opelika, Alabama 36801
Tom Rickles	1601 Shadywood Court Opelika, Alabama 36801

Each of the said incorporators is a duly qualified elector of and property owner in the City of Opelika, Alabama.

ARTICLE TWO

The name of this public corporation shall be The Special Care Facilities Financing Authority of Opelika (Lodge of Mill Lakes Project) (hereinafter called the "Authority"). Attached hereto as Exhibit A is a Certificate by the Secretary of State of the State of Alabama that the name proposed for the corporation is not identical with that of any other corporation in the state or so nearly similar thereto as to lead to confusion and uncertainty.

04070274.2

ARTICLE THREE

The location of the principal office of the Authority shall be City Hall, 204 South Seventh Street, Opelika, Alabama 36801.

ARTICLE FOUR

The number of directors shall be three.

ARTICLE FIVE

On the ____ day of November, 2017, the governing body of the City of Opelika adopted a resolution approving and authorizing the incorporation of the Authority in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit B and made a part hereof.

ARTICLE SIX

The duration of the Authority shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE SEVEN

The Authority shall have all powers conferred on corporations of like nature by the Enabling Law, and any amendment thereof heretofore or hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law, as heretofore or hereafter amended or supplemented.

ARTICLE EIGHT

The Authority shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

ARTICLE NINE

Upon dissolution of the Authority as provided by the Enabling Law, title to all funds and properties owned by the Authority shall be conveyed and distributed to, and shall vest in, the City of Opelika, Alabama (or its successor).

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has signed this certificate of incorporation on and as of the date and year first above written.

Name: Chris Duncan

STATE OF ALABAMA

LEE COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that Chris Duncan, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, he executed the same voluntarily.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

NOTARIAL SEAL

My commission expires: _____

IN WITNESS WHEREOF, the undersigned have signed this certificate of incorporation on and as of the date and year first above written.

Name: Jim Levins

STATE OF ALABAMA

LEE COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that Jim Levins, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, he executed the same voluntarily.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

NOTARIAL SEAL

My commission expires: _____

IN WITNESS WHEREOF, the undersigned have signed this certificate of incorporation on and as of the date and year first above written.

Name: Tom Rickles

STATE OF ALABAMA

LEE COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that Tom Rickles, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, he executed the same voluntarily.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

NOTARIAL SEAL

My commission expires: _____

**EXHIBIT A
TO CERTIFICATE OF INCORPORATION**

**Certificate by the Secretary of State
of the State of Alabama**

[Attached.]

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

The Special Care Facilities Financing Authority of Opelika (Lodge of Mill Lakes Project)

This name reservation is for the exclusive use of S. Douglas Williams, Jr., 1901 6th Avenue North, Suite 2400, Birmingham, AL 35203 for a period of one year beginning February 07, 2017 and expiring February 07, 2018



RES748821

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

February 07, 2017

Date

J. H. Merrill

John H. Merrill

Secretary of State

**EXHIBIT B
TO CERTIFICATE OF INCORPORATION**

Resolution of the City of Opelika

[Attached.]

CERTIFICATE OF CITY CLERK

I, R. G. Shuman, City Clerk of the City of Opelika, Alabama, do hereby certify that the attached is a true and correct copy of a resolution duly adopted by the City Council of the City of Opelika, Alabama, at its meeting held _____, 2017, and as same appears of record in the records of the proceedings of said City and that the adoption of such resolution was approved by the Mayor on _____, 2017.

GIVEN UNDER MY HAND AND CORPORATE SEAL of the City of Opelika, Alabama, this _____ day of _____, 2017.

City Clerk

**BYLAWS
of
THE SPECIAL CARE FACILITIES FINANCING AUTHORITY OF OPELIKA
(LODGE OF MILL LAKES PROJECT)**

SEAL

The corporate seal of The Special Care Facilities Financing Authority of Opelika (Lodge of Mill Lakes Project) (the "Corporation") shall have inscribed thereon the name of the corporation and the words "CORPORATE SEAL".

DIRECTORS

1. The property and business of the Corporation shall be managed by its Board of Directors (the "Board"), consisting of three members (each, a "member" or "director") who shall be elected by the governing body of the City of Opelika, Alabama (said city being hereinafter referred to as the "Municipality"), in the manner and for the terms of office provided by law.
2. The Chairman, Vice Chairman, and Secretary/Treasurer of the Corporation shall also be the Chairman, Vice Chairman, and Secretary/Treasurer of the Board, respectively.
3. In addition to the powers and authorities by these bylaws expressly conferred upon it, the Board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws denied to them.
4. The Directors shall be reimbursed for all actual expenses incurred by them in and about the performance of their duties hereunder.

MEETINGS OF THE BOARD OF DIRECTORS

1. Regular meetings of the Board shall be held at such times and places as the Board may designate by resolution. Notice of regular meetings need not be given.
2. Special meetings of the Board may be called by the Chairman or by any two members of the Board. Written notice stating the place, day, hour and purpose of a special meeting shall be delivered to such director not less than 1 day before the date of the meeting, either personally or by mail, by or at the direction of the Chairman or the directors calling the meeting. If mailed, such notice shall be deemed to be delivered 1 day after deposit in the United States mail addressed to the director at his last known address, with postage thereon prepaid. A waiver of notice in writing signed by the director or directors entitled to such notice, whether before or after such meeting, shall be equivalent to the giving of such notice.
3. At all meetings of the Board, a majority thereof shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the members of the Board present at any meeting at which there is a quorum shall be the act of the Board.

4. Notwithstanding anything herein to the contrary, any notice given in connection with a regular or special meeting of the Corporation shall be given in accordance with the Alabama Open Meetings Act of 2005 (Alabama Act No. 2005-40, as the same is amended from time to time).

OFFICERS

1. The officers of the Corporation shall be elected by the Board and shall consist of a Chairman, a Vice Chairman, a Secretary, a Treasurer, and such other officers with such other designations as the Board may deem appropriate. The Chairman and Vice Chairman must be members of the Board and said offices shall not be held by the same person. The Secretary, the Treasurer and any other officers (other than the Chairman and Vice Chairman) may but need not be members of the Board and any two or more of these offices may but need not be held by the same person.

2. The officers of the Corporation shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

CHAIRMAN

The Chairman shall be the executive officer of the Corporation and shall preside at all meetings of the Board and see that all orders and recommendations of the Board are carried into effect. The signature of either the Chairman or the Vice Chairman, on behalf of the Corporation, on contracts, bonds, obligations and other instruments of the Corporation shall be sufficient to bind the Corporation.

VICE CHAIRMAN

The Vice Chairman shall have the same powers and duties as the Chairman except that the Vice Chairman shall preside at meetings of the Board only in the absence of the Chairman.

SECRETARY

The Secretary shall attend all sessions of the Board and record the minutes of all proceedings thereof in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all special meetings of the Board. The Secretary shall keep in safe custody the seal of the corporation and, when authorized by the Board, shall affix the same to any instrument requiring it and shall attest it. The Secretary shall perform such other duties as may be prescribed by the Board.

TREASURER

The Treasurer of the Corporation shall be the custodian of all funds of the Corporation and shall withdraw and expend the same from time to time as may be authorized by the Board. The Treasurer shall perform such other duties as may be prescribed by the Board.

REMAINING OFFICERS

The remaining officers of the Corporation, if any, shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the Board.

DUTIES OF OFFICERS MAY BE DELEGATED

In case of the absence of any officer of the Corporation or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers and duties, or any of them, of the absent or otherwise unavailable officer, to any other officer, provided that a majority of the entire Board concur therein.

CHECKS

All checks or demands for money or notes of the Corporation shall be signed by such officer or officers as the Board may from time to time designate.

FISCAL YEAR

The fiscal year shall begin on [October] 1 and end on [September] 30.

AMENDMENTS

These bylaws may be altered or amended by the affirmative vote of a majority of the entire Board either at any regular meeting of the Board or at any special meeting of the Board if notice of the proposed alteration or amendment is contained in the notice of such meeting.

Adopted by the Board of Directors of The Special Care Facilities Financing Authority of Opelika (Lodge of Mill Lakes Project) on May ____, 2017.

Secretary of The Special Care Facilities Financing
Authority of Opelika (Lodge of Mill Lakes Project)

ORDINANCE NO. (ID # 2505)

Amend Towne Lake PUD Master Plan, Towne Lake Parkway - 2nd Reading

ORDINANCE NO. _____

ORDINANCE TO AMEND THE DEVELOPMENT PLAN
FOR TOWNE LAKE SUBDIVISION 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) W.S. Newell & Sons heretofore submitted to the City a Development Plan for a planned unit development (“PUD”) entitled “Towne Lake Subdivision PUD” consisting of approximately 170.658 acres.

(b) Pursuant to Ordinance No. 100-00, the City Council approved said Development Plan for Towne Lake Subdivision PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development (“PUD”) for approximately 170.658 acres located north of U.S. Highway No. 280 & 431 (Columbus Parkway), west of North Uniroyal Road and east of Interstate Highway No. 85.

(c) Broadview Properties has heretofore submitted to the City a proposed amended Development Plan for the approximately 19.1 undeveloped acres of Towne Lake Subdivision PUD.

(e) The proposed amended Development Plan provides for replacing the patio homes and apartments with 128 single-family homes and removing the walking/jogging trail as shown on the 2000 Master Plan. The proposed amendment from patio homes and apartments to single-family homes decreases the density from 5.86 dwelling units per acre to 2.38 dwelling units per acre.

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

(g) The Planning Commission recommended approval of the amended Development Plan for Towne Lake Subdivision PUD.

(h) 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. (ID # 2583)

Amend City Code, City Clerk-Treasurer - 2nd Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING DIVISION 6 OF ARTICLE II OF CHAPTER 2
OF THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA
TO ESTABLISH THE OFFICE OF CITY CLERK/TREASURER AND DEFINE THE
POWERS, DUTIES AND FUNCTIONS OF THE CITY CLERK/TREASURER**

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

Section 1. **Amendment of Division 6 of Article II of Chapter 2 of the *Code of Ordinances*.** That Division 6 of Article II of Chapter 2 the *Code of Ordinances* of the City of Opelika, Alabama, entitled “City Clerk/Treasurer” is hereby amended to read as follows:

Division 6. City clerk/treasurer.

Section 2-125.6 Establish.

The nonclassified position of city clerk/treasurer is hereby established, and said offices of clerk and treasurer shall be consolidated in accordance with the provisions of §11-43-3, *Code of Alabama* (1975). The office of city clerk/treasurer shall be filled by the city council at its first regular meeting or as soon thereafter as shall be practicable and such appointee shall hold office until the next general election, and until his successor is elected and qualified. It is the intent of the council that said appointment shall be filled at the complete discretion of the council without posting, notice or compliance with any other selection procedures of the city.

Section 2-125.7 Compensation.

The salary, compensation and emoluments of the city clerk/treasurer shall be fixed by

resolution of the city council and shall not be diminished during the term of office for which he shall have been selected or appointed. The city clerk/treasurer shall not receive for his own use any other fees or other compensation for his services as such officer.

Section 2-125.8 Removal.

Any person appointed to the office of city clerk/treasurer may be removed after a hearing, by a two-thirds vote of all of those elected to the council for incompetency, malfeasance, misfeasance or nonfeasance of office and for conduct detrimental to the good order or discipline of the city, including habitual neglect of duty.

Section 2-125.9 Separation of offices.

The offices of city clerk and treasurer shall remain consolidated until they are separated by vote of a successor council. The council, with the consent of the mayor and a two-thirds vote of the majority, may divide the offices of clerk and treasurer as provided in §11-43-3, *Code of Alabama* (1975). Any such action shall be done at the beginning of a new council to assure that the term of the officeholder is not diminished.

Section 2-125.10 Official custodian of records.

(a) As the lawfully designated custodian of certain city documents and records, the city clerk's office shall maintain a permanent filing system of (1) each resolution and ordinance adopted by the city council; (2) certain contracts, agreements and franchises entered into by the city; (3) deeds to all property acquired or sold by the city; (4) appointment files and expiration notices for city boards and agencies; and (5) reports, plans or studies adopted by the city council.

(b) The city clerk's office shall prepare official minutes of all meetings of the city council as required by law; provide the public with access to all public records in his possession; and assist individuals and groups seeking information about the city and its departments.

Section 2-125.11 Powers and duties of city clerk/treasurer

The city clerk/treasurer shall have the following power and duties:

- (1) Attend all regular and special meetings of the city council and attend certain meetings of all committees, boards and commissions of the city to the extent required by law or the council.
- (2) Prepare and maintain the minutes of all meetings of the city council.
- (3) Maintain custody of the seal of the city and impress the seal upon all papers and documents where the seal of the city must appear.
- (4) Attest the execution of city documents.
- (5) Publish notice of public hearings, special meetings of the city council, elections and other official actions as required by state law and city ordinance.
- (6) Maintain copies of all city ordinances and resolutions for public use.
- (7) Receive and file all communications and petitions directed to the city council or to the city generally and indicate thereon the action of the city council taken upon matters in such communications and petitions.
- (8) Inform persons appointed by the mayor or city council to offices in municipal government of their position and the time at which they assume the duties of their office as required by the Mayor or the Council.
- (9) Submit claims, requisitions and demands against the city to the city council at its next regular meeting for approval, unless already provided for by ordinance or resolution.
- (10) Provide information or assistance to the public on request by answering questions, researching records and directing them to appropriate persons and transmitting messages

to city staff or officials.

(11) Prepare certain resolutions, contracts, agreements and notices at the direction of the city council.

(12) Publish certain legal notices and advertisements as required by law.

(13) Mail notices to property owners of public improvements made by the city council.

(14) Ensure city ordinances, resolutions and minutes of the city council are signed and recorded, if necessary.

(15) Monitor the execution of city agreements, contracts and other legal documents.

(16) Coordinate, manage and supervise the conduct of municipal elections; receive and file election statements as required by law; direct and supervise election personnel and ensure compliance with federal, state and local laws and regulations.

(17) Serve as absentee ballot manager in the conduct of all municipal elections.

(18) Under the supervision of the president of the city council, prepare agendas of all city council meetings and work session meetings.

(19) Deposit the public funds of the city in such depositories as authorized by the city council.

(20) Manage the investment of city funds in accordance with state laws and city policies and provide current status, activity and performance reports to the council and mayor as requested.

(21) Maintain a record of pledged collateral by official depositories to comply with

state law.

(22) Coordinate the information flow between the city council, the mayor and city staff.

(23) Compose correspondence, reports, memos, letters, notices, resolutions and ordinances on behalf of the city council.

(24) Conduct necessary research and provide support materials to aid the city council and mayor in making informed decisions.

(25) Carry out assignments and directives of the city council.

(26) Act as liaison between the city council and city staff.

(27) Co-sign city checks and drafts as required by the city council and mayor.

(28) Collaborate with mayor, city council and city staff to formulate long range plans and goals of the city.

(29) Perform such other duties as may be required of city clerks and city treasurers by law.

(30) Perform such other duties as may be required by the city council and mayor.

Section 2-125.12 Supervision.

The city clerk/treasurer shall report directly to and work under the general supervision of the mayor. The mayor shall evaluate, at least annually, the performance of the city clerk/treasurer. Said evaluation and review shall be conducted in accordance with the established rules and regulations of the Personnel Policies and Procedures Manual. The

mayor shall provide the city clerk/treasurer with an adequate opportunity to discuss his evaluation with the mayor. The mayor shall provide copies of the annual evaluation to the city council.

Section 2. **Severability Clause.** If any section, subsection, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of valid jurisdiction, said holding shall not affect the remaining portion of this Ordinance.

Section 3. **Repealer Clause.** All former ordinances or parts thereof conflicting with this Ordinance or the sections hereby adopted are repealed to the extent they are in conflict. All remaining portions of said Ordinance shall remain in full force and effect.

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

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

Section 6. **Codification.** Codification of this Ordinance in the *Code of Ordinances* of the City of Opelika is hereby authorized and directed.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2600)

Amend City Code, Floodplain Damage Prevention Ordinance - Inspection - 2nd Reading.

The is to update the City of Opelika's Flood Damage Prevention Ordinance to comply with new FEMA and State NFIP requirements. This resulted from a Community Assisted Visit conducted by Tamara Hansen from FEMA Region IV. This revised Ordinance will ensure and incorporate the recommendations filed in the report issued by FEMA.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF OPELIKA BY REPEALING ARTICLE II OF CHAPTER 7 “FLOOD DAMAGE PREVENTION” AND SUBSTITUTING IN LIEU THEREOF A NEW ARTICLE II ENTITLED “FLOOD DAMAGE PREVENTION”

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

Section 1. **Replacement of Article II of Chapter 7 of the *Code of Ordinances*, adoption of Section 7-21 through 7-44.** That current Article II of Chapter 7 of the *Code of Ordinances* of the City of Opelika, Alabama, entitled “Flood Damage Prevention” is hereby repealed in its entirety and replaced with new Article II of Chapter 7 entitled “Flood Damage Prevention,” consisting of Sections 7-21 through 7-44, which article shall read as follows:

ARTICLE II-FLOOD DAMAGE PREVENTION

**DIVISION 1. Statutory Authorization, Findings of Fact, Purpose
And Objectives**

Section 7-21 Statutory authorization

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized

local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council of the City of Opelika, Alabama, does ordain these flood damage prevention and protection regulations.

Section 7-22 Findings of fact

(1) The flood hazard areas of the City of Opelika, Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

Section 7-23 Statement of purpose

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion

(3) control filling, grading, dredging and other development which may increase flood damage or erosion, and;

(4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;

(5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

Section 7-24 Objectives

The objectives of this article are:

(1) to protect human life and health;

(2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,

(4) to minimize expenditure of public money for costly flood control projects;

(5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(6) to minimize prolonged business interruptions, and;

(7) to insure that potential home buyers are notified that property is in a flood area.

DIVISION 2. General Provisions

Section 7-25 Lands to which this Ordinance applies

This article shall apply to all Areas of Special Flood Hazard within the jurisdiction of the City of Opelika, Alabama.

Section 7-26 Basis for area of special flood hazard

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS), dated January 27, 2009, with accompanying maps and other supporting data and any revision thereto, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for Lee County are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in a FIS.

Section 7-27: Establishment of development permit

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any Development activities.

Section 7-28. Compliance

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

section 7-29. Abrogation and greater restrictions

This article is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 7-30. Interpretation

In the interpretation and application of this article all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

Section 7-31. Warning and disclaimer of liability

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the City of Opelika or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 7-32. Penalties for violation

Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Opelika from taking such other lawful actions as is necessary to prevent or remedy any violation.

Section 7-33. Savings Clause

If any section, subsection, sentence, clause, phrase, or word of this article is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this article.

DIVISION 3. ADMINISTRATION

Section 7-34 Designation of administrator

The Building Official is hereby appointed to administer and implement the provisions of this article.

Section 7-35 Permit procedures

Application for a Development Permit shall be made to the Building Official on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or

proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following information is required:

(1) Application Stage -

(a) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;

(b) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;

(c) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Division 4, Sections 7-38 (2) and 7-41;

(e) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

(2) Construction Stage -

For all new construction and substantial improvements, the permit holder shall provide to the Building Official an as-built certification of the regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or flood-proofing certificate immediately after the lowest floor or flood proofing is completed. The elevation certificate shall be required at the batter board or form board stage before the slab is poured. The slab will not be approved to pour until the elevation or flood-proofing certificate has been approved by the Building Official. When flood proofing is utilized for non-residential structures,

said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk. The Building Official shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

(3) Finished Construction Stage

Upon completion of construction, an as-built certification which depicts all finished construction elevations using the appropriate FEMA elevation certificate is required to be submitted to the Building Official before a Certificate of Occupancy will be issued.

Section 7-36 Duties and responsibilities of the administrator

Duties of the Building Official shall include, but shall not be limited to:

(1) Review all development permits to assure that the permit requirements of this article have been satisfied; and, that sites are reasonably safe from flooding.

() Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Require that copies of such permits be provided and maintained on file.

() When Base Flood Elevation data or floodway data have not been provided in accordance with Division 2 Section 7-26, then the Building Official shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other sources in order to administer the provisions of Division 4.

(4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Division 3 Section 7-35(3) .

(5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Division 4, Sections 7-38 (2) and 7-40 (2).

(6) When flood proofing is utilized for a structure, the Building Official shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Division 3 Section 7-35(1)(c) and Division 4 Section 7-38 (2) or Section 7-40(2)

(7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.

(8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to the FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.

(9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Building Official shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

() All records pertaining to the provisions of this ordinance shall be maintained in the office of the Building Official and shall be open for public inspection.

DIVISION 4. PROVISIONS FOR FLOOD HAZARD EDUCATION

Section 7-37 General standards

In ALL Areas of Special Flood Hazard the following provisions are required:

(1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;

(2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;

(3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;

(4) Elevated Buildings - All New construction or substantial improvements of existing structures that include ANY fully enclosed area

located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.

() Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

() Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

(ii) The bottom of all openings shall be no higher than one foot above grade; and,

(iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.

() So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and,

() The interior portion of such enclosed area shall not be partitioned or

finished into separate rooms.

(5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from

entering or accumulating within the components during conditions of flooding.

(6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.

(7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

(9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding, and;

(10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.

Section 7-38 Specific standards

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with estimated BFE), the following provisions are required:

(1) New construction and substantial improvements - Where base flood elevation data are available, new construction or substantial

improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Division 4, Section 7-37(4), "Elevated Buildings."

(2) Non-Residential Construction - New construction or the substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Division 3, Section 7-36 (6).

The design professional for structures located in these zones shall submit a Flood Emergency Operation Plan, an Inspection and Maintenance Plan, with the requirement that these plans are to include yearly training drills to be coordinated with the office of the Building Official.

Change of Ownership Notification Requirements.

The owner of every flood-proofed building is responsible for providing written disclosure to the prospective buyer that the building requires periodic inspection and maintenance activities as described in the Inspection and Maintenance Plan and the new property owner will be responsible for regulatory compliance. In addition, the property owner will require that the subsequent property owner make and require the same disclosure to and for all potential future successors, and the Covenant described below will be recorded on the record of title for the site.

A deed restriction for the site of the flood-proofed building will be recorded in the form of a Covenant and Agreement (Covenant) made by and between the City of Opelika and the property owner. The Covenant shall set forth the inspection and maintenance activities for the flood-proofed building as described in the Inspection and Maintenance Plan. Any lease agreement between the property owner and a tenant shall also

contain clear language stating the leaseholder's responsibilities for the flood-proofed building.

(3) Standards for Manufactured Homes and Recreational Vehicles -
Where base flood elevation data are available:

(a) All manufactured homes placed or substantially improved on: (i) individual lots or parcels, (ii) in new or substantially improved manufactured home parks or subdivisions, (iii) in expansions to existing manufactured home parks or subdivisions, or (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.

(b) Manufactured homes placed or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:

(i) The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or

(ii) Where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and is elevated to a maximum of 60 inches (five feet).

(c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (Refer: Division 4, Section 7-37)

(d) All recreational vehicles placed on sites must either:

(i) Be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or

(ii) The recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of

Division 4 Section 7-38 (3)(a)(c), above.

Section 7-39 Floodways

(1) **Floodway:** Located within Areas of Special Flood Hazard established in Division 2, Section 7-26, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

(a) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;

(b) Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood

discharge. A registered professional engineer must provide supporting technical data and certification thereof;

(c) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(d) **ONLY** if Division 4 Section 7-39(1)(b), or (c), above are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Division 4.

Section 7-40 Building standards for streams without established base flood elevations (Approximate A-Zones)

Located within the Areas of Special Flood Hazard established in Division 2, Section 7-26, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

(1) When base flood elevation data or floodway data have not been provided in accordance with Division 2 Section 7-26 then the Building Official shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Division 4. **ONLY** if data are not available from these sources, then the following provisions (2&4) shall apply:

(2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided

demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(3) All development in Zone A must meet the requirements of Division 4, Section 7-37, Section 7-38(1) through (3), and Section 7-42.

(4) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Also, in the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Division 4, Section 7-38, Paragraph (3)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet). Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Division 4, Section 7-37 (4) "Elevated Buildings".

The Building Official shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

Section 7-41 Standards for areas of shallow flooding (AO Zones)

Areas of Special Flood Hazard established in Division 2, Section 7-26, may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

(1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM) above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least Three (3) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters

shall be provided in accordance with standards of Division 4, Section 7-37(4), "Elevated Buildings".

The Building Official shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(2) New construction or the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level or two (2) feet (if no map elevation is listed), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Division 3 Section 7-35(1)(c) and Section 7-35(2).

(3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

Section 7-42 Standards for subdivisions

(1) All subdivision proposals shall be consistent with the need to minimize flood damage;

(2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;

(3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;

(4) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.

DIVISION 5 VARIANCES

Section 7-43 Variance procedures

(A) The Construction Board of Adjustments & Appeals as established by City of Opelika shall hear and decide requests for appeals or variance from the requirements of this article.

() The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Building Official in the enforcement or administration of this ordinance.

(C) Any person aggrieved by the decision of the Construction Board of Adjustments & Appeals may appeal such decision to the Lee County Circuit Court, as provided in Code of Alabama.

(D) Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

(E) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this division are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

(F) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.

(G) In reviewing such requests, the Construction Board of Adjustments & Appeals shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.

(H) **Conditions for Variances:**

(1) **A variance shall be issued ONLY when there is:**

- (i) a finding of good and sufficient cause,
- (ii) a determination that failure to grant the variance would result in exceptional hardship; and,
- (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(2) The provisions of this article are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of an Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.

(3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and

stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.

(4) The Building Official shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.

(I) Upon consideration of the factors listed above and the purposes of this ordinance, the Construction Board of Adjustments & Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

DIVISION 6 DEFINITIONS

Section 7-44 Definitions

Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered "New Construction".

***"Appeal"** means a request for a review of the Building Official's interpretation of any provision of this ordinance.

"Area of shallow flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Division 2, Section 7-26.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means that portion of a building having its floor subgrade (below ground level) on all sides.

"Building" means any structure built for support, shelter, or enclosure for any occupancy or storage.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, and storage of equipment or materials.

"Elevated building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Existing Construction" Any structure for which the "start of construction" commenced before September 16, 1981.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before September 16, 1981 .

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. the overflow of inland or tidal waters; or
- b. the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

"Flood Insurance Study" the official report by the Federal Insurance Administration evaluating flood hazards and containing flood profiles and water surface elevations of the base flood.

"Floodplain" means any land area susceptible to flooding.

"Floodway" (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Functionally dependent facility" means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:

1. By an approved state program as determined by the Secretary of the Interior, or

2. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in

accordance with sound engineering practices to contain, control, or divert the flow of water so as

to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and

associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this code.

"Manufactured home" means a building, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar

transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with North American Vertical Datum (NAVD) of 1988 or other datum.

"North American Vertical Datum)" as corrected in 1988 is a vertical control used as a reference for establishing varying elevations within the floodplain.

"New construction" means ANY structure (see definition) for which the "start of construction" commenced on or after September 16, 1981 and includes any subsequent improvements to the structure. [i.e., the effective date of the FIRST floodplain management ordinance adopted by the community as a basis for community participation in the (NFIP)] and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 16, 1981.

"Repetitive Loss" means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

"Recreational vehicle" means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy a violation" means to bring the structure or other development into compliance with State or local flood plain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Section 1316: No new flood insurance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

"Start of construction" means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the

placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual amount of repair work performed.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or

other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or; (2) Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

"Substantially improved existing manufactured home parks or subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this article.

"Violation" means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

Section 2. **Severability Clause.** If any section, clause, sentence or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. **Repealer Clause.** The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the subject matter as covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent with or in

conflict with any of the provisions of this Ordinance, including, but not limited to, Ordinance No. 117-02, are hereby expressly repealed to the extent of any such inconsistency or conflict.

Section 4. **Effective Date.** This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 5. **Publication.** 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 of general circulation published in the City of Opelika, Lee County, Alabama.

Section 6. **Codification.** Codification of this Ordinance in the *Code of Ordinances* of the City of Opelika is hereby authorized and directed.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2604)

Lease real property to Eco-Site for radio/communications tower - 2nd Reading.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE LEASING OF A TRACT OF REAL PROPERTY OWNED BY THE CITY OF OPELIKA TO ECO-SITE, LLC FOR THE PURPOSE OF ERECTING, INSTALLING, OPERATING AND MAINTAINING RADIO AND COMMUNICATIONS TOWERS, BUILDINGS AND RELATED EQUIPMENT AND GRANTING TO ECO-SITE A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT TO PROVIDE ACCESS TO THE TOWER COMPOUND

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:

All that tract or parcel of land, lying and being in the Northeast Quarter of the Southwest Quarter of Section 8, Township 19 North, Range 27 East, in the City of Opelika, Lee County, Alabama, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 1-inch crimp top pipe found on the southerly right-of-way line of Bay Court (having a variable width right-of-way), said pipe marking the Northwest corner of the lands owned by the Alabama Council on Human Relations, as recorded in Deed Book 1833 Page 268, Lee County records, thence running along said right-of-way line, North 89°11'17" East, 340.00 feet to the terminus of said right-of-way; thence running along said east line, North 00°45'14" West, 16.41 feet to a point; thence running along said east line, North 00°45'14" West, 38.99 feet to a point; thence leaving said right-of-way line, South 51°03'07" East, 322.78 feet to a point on the Lease Area; thence, North 41°49'16" East, 34.98 feet to a point and the true POINT OF BEGINNING; Thence running, South 48°10'44" East, 100.00 feet to a point; Thence, South 41°49'16" West, 100.00 feet to a point; Thence, North 48°10'44" West, 100.00 feet to a point; Thence, North 41°49'16" East, 100.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Eco-Site by POINT TO POINT LAND SURVEYORS, INC., dated October 2, 2017.

Section 2. That the City, having received an offer from Eco-Site, LLC, a Delaware limited liability company, 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 real property (the “Premises”) to Eco-Site, LLC, for the following terms and conditions, to-wit:

The Lease of the premises commences on the date Eco-Site begins visible construction at the premises, which Commencement Date is to be confirmed in writing from Eco-Site to the City but shall occur no later than two (2) years after the date of the Lease.

The lease provides for the lease by the City to Eco-Site of the premises for an initial term of ten (10) years commencing on the Commencement Date, with four (4) renewal options of an additional five (5) years each, for a maximum term (including renewal terms) of thirty (30) years.

Beginning as of the Commencement Date, rent is payable by Eco-Site to the City in an annual amount of \$30,000, payable in equal monthly payments of \$2,500. Rent is subject to an annual increase of two percent (2%), such increase to take effect on each anniversary date of the Commencement Date, beginning on the fourth (4th) anniversary of the Commencement Date and continuing throughout the remainder of the term of the Lease (including the renewal terms).

Eco-Site, LLC may use the premises for the purposes of erecting, installing, operating and maintaining radio and communications towers, buildings and related equipment.

The City grants to Eco-Site a 30-foot wide non-exclusive access and utility easement from Bay Court to the premises.

Section 3. That the proposed Lease Agreement to be entered into between the City and Eco-Site, LLC, a copy of which is on file in the office of the City Clerk, 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 Lease Agreement in the name and on behalf of the City.

Section 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 Lease Agreement.

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

Eco-Site Site Number: AL-0037
Eco-Site Site Name: 3rd Avenue

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is made as of the Effective Date by and between Landlord (as identified in Section 1.2) and Eco-Site, LLC, a Delaware limited liability company ("**Tenant**").

WHEREAS, Landlord owns certain real property located the County of Lee, in the State of Alabama, that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and

WHEREAS, Tenant desires to obtain the right to lease from Landlord (i) a certain portion of the Property of approximately 10,000 square feet (the "**Tower Compound**") for communications and related purposes and (ii) an appurtenant, non-exclusive leasehold easement (the "**Access and Utility Easement**") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on **Exhibit 2**, depicted on the survey attached as **Exhibit 3**, and collectively referred to hereinafter as the "**Premises**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. BUSINESS TERMS AND INFORMATION. For purposes of this Lease, in addition to the defined terms elsewhere in this Lease, including the recitals above, the following capitalized terms or information have the meanings set forth in this Section 1:

1.1 **Tenant's Notice Address:** Eco-Site, LLC
Attn: Asset Management
Eco-Site Site Number AL-0037
240 Leigh Farm Road
Suite 415
Durham, NC 27707

with a copy to: Eco-Site, LLC
Attn: General Counsel
240 Leigh Farm Road
Suite 415
Durham, NC 27707

1.2 **Landlord:** The City of Opelika, a municipality.

1.3 Landlord's Notice Address: P.O BOX 390
Opelika, AL, 36803

1.4 **Communications Facility:** The radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, optional backup generators and any other ancillary equipment related thereto.

1.5 **Testing Period:** That certain period of time, consisting of the Initial Testing Period and any effective Testing Period Renewal Term, that occurs immediately prior to the commencement of the leasehold and during which Tenant may investigate the feasibility of constructing and operating a wireless telecommunications facility on the Premises as further provided in Section 2.

1.6 **Initial Testing Period:** A period of one year, commencing on the Effective Date.

1.7 **Testing Period Renewal Term:** A period of one year, commencing on the day after the expiration of the Initial Testing Period (as further provided in Section 2.3).

1.8 **Testing Period Consideration:** The sum to be paid by Tenant to Landlord for the Testing Period, which is the sum of \$ 750.00.

1.9 **Term:** The term of the leasehold granted by Landlord to Tenant pursuant to this Lease, which consists of the Initial Term and any effective Renewal Term.

1.10 **Commencement Date:** The first day of the possessory leasehold under this Lease, which is the date that Tenant begins visible construction at the Premises (inclusive of site preparation) consistent with the terms of this Lease.

1.11 **Initial Term:** The term commencing on the Commencement Date and continuing through the last day of the 120th full calendar month after the Rent Accrual Commencement Date.

1.12 **Renewal Term:** As provided in Section 3, each of the 4 successive periods of 5 years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

1.13 **Rent Accrual Commencement Date:** Provided the Commencement Date occurs between the 1st and the 15th day of a calendar month, then the Rent Accrual Commencement Date is retroactive to the first day of the calendar month in which the Commencement Date occurs; and otherwise, the Rent Accrual Commencement Date is the first day of the calendar month immediately following the Commencement Date.

1.14 **Rent:** The annual amount of \$30,000.00, payable in equal monthly payments of \$2,500.00.

2. RIGHT TO LEASE / TESTING PERIOD.

2.1 Landlord grants to Tenant the right to lease the Tower Compound and the Access and Utility Easement, which easement is to install and maintain utility services to and serving the Tower Compound and unrestricted vehicular and pedestrian access from a public right-of-way serving the Property to the Tower Compound.

2.2 During the Testing Period and in exchange for Tenant's payment to Landlord of the Testing Period Consideration within 30 days of the Effective Date, Tenant and its agents, employees, engineers, surveyors and other representatives have the right to enter upon the Property (i) to inspect and examine the Premises; (ii) to conduct and perform soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises and the Property (collectively, the "**Tests**"); (iii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate for Tenant's use of the Premises including, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"); (iv) to initiate, order and/or schedule utilities; and (v) otherwise to do those things on or off the Premises that, in the sole discretion, opinion or judgment of Tenant, are necessary or desirable to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Property and the feasibility or suitability of the Premises for Tenant's use of the Premises for a Communications Facility, all at Tenant's sole expense. Tenant will not be liable to Landlord

or any third party on account of any pre-existing defect or condition on or with respect to the Property, regardless of whether such defect or condition is disclosed by Tenant's inspection. At the conclusion of the Testing Period, to the extent Tenant may alter or damage the Property as a result of its activities on the Property during the Testing Period, Tenant will restore the Property to its condition as it existed at the Effective Date, reasonable wear and tear and casualty not caused by Tenant excepted. Subject to the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of or as a result of Tenant conducting the Tests and its entry onto the Property during the Testing Period.

2.3 Tenant may extend the Testing Period for the Testing Period Renewal Term upon written notification to Landlord given prior to the expiration of the Initial Testing Period.

2.4 During the Testing Period, Tenant may commence the Initial Term by commencing visible construction of the Communications Facility at the Premises. Tenant shall notify Landlord in writing of the commencement of the Initial Term within 15 days of the Commencement Date. Immediately upon Tenant commencing visible construction as aforesaid, without further act or deed, the Testing Period will terminate, the Initial Term commences and Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. If Tenant does not commence visible construction of the Communications Facility at the Premises prior to the expiration of the Testing Period, this Lease will terminate and the parties

will have no further liability to each other except for the indemnity and restoration obligations imposed by Tenant under Section 2.1.

2.5 During the Testing Period, Tenant reserves the right (i) to revise the legal description of the Tower Compound and the Access and Utility Easement to conform same to a survey of the Premises to be procured by Tenant from a licensed surveyor and attach such revised legal description as Exhibit 2 to this Lease and (ii) to procure a survey of the Premises by a licensed surveyor if a survey or depiction of the Premises is not, at the execution of this Lease, attached as Exhibit 3. Upon completion of such survey and revision of the aforesaid legal descriptions based thereupon, (i) the revised legal descriptions of the Tower Compound and the Access and Utility Easement will be attached to this Lease as Exhibit 2 and made a part hereof (superseding any prior Exhibit 2), the survey will be attached to this Lease as Exhibit 3 and made a part hereof (superseding any prior Exhibit 3), and Tenant shall promptly provide to Landlord notice of and copies of the revised legal descriptions of the Tower Compound and the Access and Utility Easement and of the survey.

3. **TERM.** The term of the leasehold granted by Landlord to Tenant hereunder commences on the Commencement Date, which Tenant shall confirm in writing to Landlord as provided in Section 2.4, and continues through the Term. Tenant shall have the option to extend the term of this Lease for each of the Renewal Terms. Each Renewal Term will commence automatically, without further act or deed, unless Tenant delivers written notice to Landlord of Tenant's intent not to renew the Term for the next available Renewal Term, such notice to be delivered not less than 30 days prior to the end of the then-current term (*i.e.*, the Initial Term or the then-effective Renewal Term).

4. **RENT.** Tenant shall pay Rent to Landlord accruing and beginning as of the Rent Commencement Date. The Rent is payable in advance, on or before the 5th day of each calendar month. Payments will be made via electronic funds transfer directly to Landlord's bank account unless otherwise directed by Landlord. Rent will be equitably prorated for any partial calendar month. Notwithstanding the foregoing, Tenant will tender to Landlord the initial Rent payment within 30 days after the Commencement Date. , Rent shall be subject to an annual increase of two percent (2%), such increase to take effect on each anniversary date of the Commencement Date beginning on the 4th anniversary of the Commencement Date and continuing through the remainder of the Term.

5. TAXES AND CHARGES.

5.1 Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. Landlord shall pay prior to delinquency all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall reimburse Landlord for any increase in real property taxes levied against the Premises which are directly attributable to the

presence or operation of the Communications Facility on the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if and only if Landlord furnishes proof of such increase to Tenant within 2 months of Landlord's first notice of such increase. If Landlord fails to pay prior to delinquency any taxes which are a lien against the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes and any interest and penalties thereof paid by Tenant on Landlord's behalf from future installments of Rent.

5.2 Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payment required of it under this Lease required to assure that Tenant is not disturbed in its possession of the Tower Compound, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing 10 days' prior written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. Landlord shall pay or reimburse Tenant for the full amount of any costs or expenses so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) with interest at the statutory rate thereon, or at Tenant's election, may be offset against the Rent.

6. USE.

6.1 During the Term, Tenant may use the Premises for the erection, operation and maintenance of a Communications Facility (the "**Permitted Use**"). Tenant may make improvements, alterations and modifications to the Premises as are deemed appropriate by Tenant consistent with the Permitted Use, including the right to clear the Premises of any trees, vegetation, undergrowth or other obstructions which, in Tenant's sole opinion, interferes with the Permitted Use. Tenant shall have the exclusive right to install upon the Tower Compound communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary or desirable in Tenant's sole judgment, but subject to compliance with all applicable laws, statutes, rules and regulations of any jurisdictions.

6.2 During the Term, Landlord further grants Tenant (i) the right on the Property to clear trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which in either case may interfere with or fall upon the Communications Facility or the Premises; (ii) a non-exclusive easement in, over, across and through the Property and other adjoining real property owned by Landlord as reasonably required for the construction, installation, maintenance, and operation of the Communications Facility and the access thereto.

6.3 Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Tower Compound and the Communications Facility to its tenants, licensees or customers pursuant to separately negotiated subleases or licenses entered into between Tenant and such tenant, licensee or customer. Tenant may enter into any sublease or license without the consent of Landlord, provided that, notwithstanding the terms of that certain sublease or license, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein. Tenant shall remain liable for and hereby indemnifies and shall protect and defend Landlord from and against all costs, damages or liability (including reasonable attorneys' fees) resulting from any act or omission of such subtenant or licensee to the extent such act or omission is permitted Tenant but is contrary to or inconsistent with the terms of this Lease.

6.4 Tenant and its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns shall have the unrestricted and free access to the Premises 7 days a week, 24 hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the Communications Facility or portions thereof, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission or other governmental agency changes, amends or modifies its regulations and requirements, issues new regulations or requirements, or otherwise takes any action, the result of which reasonably inhibits Tenant's use of the Premises or any portion of the Communications Facility for the Permitted Use, or if technological changes render the Permitted Use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for the Permitted Use, Tenant shall have the right to terminate this Lease upon written notice to Landlord and effective on the earlier of the date set forth in the notice of termination or 30 days after the date of deemed receipt of such notice by Landlord.

6.5 Landlord hereby authorizes Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits consistent with the Permitted Use.

6.6 It is intended that the legal description of the Premises accurately reflect an "as-built" survey of the location of the Tower Compound, the communications tower located thereon, and the Access and Utility Easement. Accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, guy wires or anchors related to the Communications Facility located on the Premises is located beyond the legal description of the Premises, the Lease is

hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease to the extent that such improvements are located on real property owned by Landlord, and Exhibit 2 and Exhibit 3 to this Lease shall be modified to reflect the "as-built" locations of the Tower Compound and the Access and Utility Easement.

6.7 Tenant shall use the Premises in compliance with all federal, state and local laws and regulations associated with Tenant's Permitted Use ("collectively referred to as "Laws"). If for any reason Tenant's Permitted Use fails to comply with the Laws and Tenant is notified in writing by Landlord of such non-compliance (Non-Compliance Notice"), then Tenant shall have 60 days after receipt of the Non-Compliance Notice ("Compliance Period") to cause its Permitted Use to be within compliance of such Laws. Tenant shall use commercially reasonable efforts to comply with such Laws within said Compliance Period, provided, however, if Tenant has begun effecting compliance and such efforts require a period longer than 60 days to complete, Landlord and Tenant shall agree upon a mutually acceptable period of time to extend the Compliance Period until completion. If, after Tenant's continued efforts have been exhausted to bring it's Permitted Use in compliance with such Laws, and Tenant's Permitted Use remains in violation of said Laws, then either party shall have the option to terminate this Lease by providing 30 days written notice to the other party or unless sooner authorized by law.

6.8 Tenant acknowledges that the building of a new tower or collocating an antennae on an existing structure requires compliance with the City of Opelika's "Wireless Telecommunications Facilities Siting Ordinance", which is codified at Sections 5.5-301 through 5.5-306 of the City Code. No person is permitted to site, build, construct or modify a wireless telecommunications facility without first having obtained a special use permit from the City Council.

7. ACCESS AND UTILITIES. During the Term, Landlord for itself, its successors and assigns, hereby leases to Tenant, its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns, as an appurtenance to the Tower Compound, the Access and Utility Easement for ingress and egress for the benefit of and access to the Tower Compound as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, over, across and through the Access and Utility Easement for the benefit of and access to the Tower Compound, subject to the terms and conditions herein set forth. The rights granted to Tenant herein include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and

efficient use and enjoyment of the Access and Utility Easement for the Permitted Use.

8. EQUIPMENT, FIXTURES AND SIGNS. All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its customers, tenants and licensees. Tenant and its customers, tenants and licensees shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, tenants and licensees. At any time during the Term and within a reasonable time after the expiration or earlier termination of the Term, Tenant and its customers, tenants and licensees shall have the right, but not the obligation, to remove their equipment, structures, fixtures, signs, and personal property from the Premises.

9. ASSIGNMENT. Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder thereafter accruing. Landlord may assign this Lease, in whole or in part, to any person or entity (i) who or which acquires fee title to the Premises, and/or (ii) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

10. COVENANTS, WARRANTIES AND REPRESENTATIONS. Landlord covenants, warrants and represents the following:

10.1 Landlord is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution of this Lease; that it alone has full right to let the Premises for the Term set out herein; and that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term.

10.2 In accordance with Section 2.2 of this Lease, Tenant upon completion of said Tests, will be familiar with the physical condition of the Premises and, if Tenant elects to proceed with construction of the Communications Facility, then Tenant agrees to lease the property "AS IS", "WHERE IS" condition, with all faults and conditions thereon. Tenant acknowledges that except as expressly set forth in this Lease, neither Landlord nor any agent of Landlord has made any representation or warranty, express or implied, as to the physical condition of the Premises.

10.3 The Landlord grants to Tenant a 30-foot-wide utility easement from Bay Court to the Premises as described in

Exhibit 2 and 3, attached hereto for the purpose of providing utility service to the Premises. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain such utilities as are reasonably necessary to operate and maintain the Communications Facility. Tenant shall separately meter charges for the consumption of electricity and any other utilities associated with the use of the Premises and shall pay all costs associated therewith. All utilities will be buried.

10.4 Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads or to utility services serving the Premises.

10.5 At all times during the lease, Landlord grants to Tenant a non-exclusive 30-foot-wide easement for ingress, egress and access to the Premises as described in Exhibit 2 and 3 attached hereto. The Tenant shall have the right, at its sole cost and expense, to improve and maintain said access easement. The Tenant, at all times during this lease, shall have access to the Premises over said easement by foot and by motor vehicle.

10.6 With respect to the Premises, except as disclosed by Landlord in writing to Tenant prior to the execution hereof, (i) there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Tower Compound; (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Landlord) in possession of the Premises.

11. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Term, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

12. INDEMNITIES. Each of Landlord and Tenant agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (each, an "*Indemnified Persons*"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) asserted by a third party against an Indemnified Person caused by or arising out of (i) such indemnifying party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such indemnifying party's negligent or willful acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

13. WAIVERS.

13.1 Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the

Communications Facility or any portion thereof or any equipment located upon the Premises, regardless of whether such Communications Facility or equipment is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

13.2 EACH OF LANDLORD AND TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND WHICH IS SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS OF A PARTY UNDER THIS LEASE.

14. INSURANCE.

14.1 Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other Communications Facility locations of Tenant and its affiliates. Tenant shall maintain all insurance policies required of it to be maintained hereunder with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and which policies will include a provision for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

14.2 Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance appropriate for Landlord's improvements on the Property and in such amounts to cause the replacement / restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

14.3 Landlord and Tenant release each other and their respective officers, directors and employees and agents from any claims for any injury to any person or any property damage caused by, or that result from, risks insured against under any property or casualty insurance policies carried such insured party and in force at the time of any such injury or damage to the extent that such release and waiver does not invalidate any insurance policy held by such insured party. Landlord and Tenant shall exercise commercially reasonable efforts to cause each insurance policy it obtains to provide that the insurance carrier waives all right of recovery by way of subrogation against the other in connection with any injury or

damage covered by any such property or casualty insurance policy.

15. INTERFERENCE.

15.1 During the Term, Landlord, its successors and assigns will not grant any ground lease, license, easement or other rights with respect to the Property or any land adjacent to the Premises (i) for the Permitted Use; or (b) if such lease, license, easement or other right would detrimentally impact Tenant's Communications Facility or Tenant's use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Property except for towers constructed by Tenant.

15.2 Tenant agrees to operate its Communications Facility so as to not create commercially unreasonable radio frequency interference with the present transmission operation of the Landlord. In the event such interference occurs, Tenant agrees to correct such interference within 48 hours after receipt of written notice from Landlord or cease use of the Communications Facility until such interference is rectified.

16. LIMITED RIGHT OF FIRST REFUSAL.

Notwithstanding anything to the contrary contained herein, this section shall not apply to any fee simple sale of the Property by Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to accept an offer to (i) sell or convey any interest (including leaseholds or easements) in any real property of which the Tower Compound is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure or lands on which such wireless telecommunications infrastructure is located (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in this Lease to a Third Party Competitor (any such offer, the "**Offer**"), Landlord shall serve a written notice upon Tenant stating that Landlord desires to accept such Offer and the exact terms of the Offer (including the nature of title being conveyed to the Third Party Competitor), and provide with such notice a copy of such Offer (the "**Transfer Notice**"). Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant shall provide Landlord with written notice of its election not later than 30 days after Tenant receives the Transfer Notice. The closing of the purchase and sale or conveyance of the Premises pursuant to the Offer shall occur at the time set forth in the Offer provided that Tenant shall not be required to close before the 15th day following the date of Tenant's acceptance of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and

price but with the express condition that such sale is made subject to the terms of the Lease. Tenant's failure to give a timely acceptance or its rejection of the Offer is deemed a waiver of its right to exercise its right of first refusal to accept the Offer, but will not constitute or be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offer that Landlord may receive. Landlord hereby acknowledges and agrees that this limited right of first refusal runs with and is appurtenant to the Property and that any sale or conveyance by Landlord in violation of this Section 16 is null and void and of no force and effect. To the extent that a statutory or common law rule against perpetuities applies to limit the term or period of duration of this limited right of first refusal, then the period or term of this limited right of first refusal commences upon the Effective Date and expires on earlier of (i) the expiration or earlier termination of this Lease and (ii) the day immediately before the day that but for this sentence, such limited right of first refusal would be rendered void or unenforceable due to a violation of a statutory or common law rules against perpetuities. To the extent that the Term is extended such that the limited right of first refusal described in this Section 16 would otherwise expire prior to the expiration or earlier termination of the Term as a result of the application of the immediately prior sentence, Tenant shall have the right to renew successively this limited right of first refusal upon the payment by Tenant to Landlord of the sum of \$10.00, at which time, this limited right of first refusal is renewed for an additional term commencing from the date of such payment to Landlord until the earlier of (i) the expiration or earlier termination of this Lease and (ii) the day immediately before the day that but for this sentence, such extended limited right of first refusal would be rendered void or unenforceable due to a violation of a statutory or common law rules against perpetuities.

17. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its Communications Facility located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facility, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its Communications Facility.

18. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease is to be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. CONDEMNATION. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises or any portion thereof, Landlord and Tenant shall be entitled to separate awards with respect to

the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an equitable abatement or adjustment of Rent) due to a condemnation without the prior written consent of Tenant.

20. DEFAULT. Should Landlord or Tenant fail to perform any of its respective covenants or obligations imposed upon it or breach any of its respective representations or warranties under this Lease (a "**Non-Performing Party**"), then the other party shall give the Non-Performing Party written notice of such breach or failure, at which time the Non-Performing Party shall be in default under this Lease; provided, however, to the extent such default is susceptible of being cured or remedied, the Non-Performing Party shall have the Cure Period to remedy such breach or failure prior to the Non-Performing Party being in default under this Lease. For purposes hereof, the "**Cure Period**" is a period 30 days, measured from the date of the Non-Performing Party's receipt of such notice of breach or failure; provided, if such breach or failure cannot reasonably be cured within such 30-day period and the Non-Performing Party proceeds promptly after the receipt of such notice of such breach or failure to commence to remedy same and pursue curing such breach or failure with due diligence, Cure Period is extended for such period of time as may be necessary to complete such curing, not to exceed 60 days from the Non-Performing Party's receipt of such written notice of such breach or failure or such longer period of time as agreed by the other party. Upon a default by the Non-Performing Party that is not susceptible of being cured or if it is susceptible of being cured, that is not cured within the Cure Period will give rise to the other party being able to assert against the Non-Performing Party any remedies available at law or in equity, including the right to terminate this Lease, subject to Section 13.2. Notwithstanding the foregoing, should a Non-Performing Party fail to perform any of its obligations imposed upon it under this Lease and irreparable and immediate harm may befall the other party as a result of such failure, the other party may pursue injunctive relief immediately without the passage of the Cure Period.

21. ATTORNEY'S FEES. If any legal proceeding between Landlord and Tenant arise from, out of or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be

included in and be taxed to the unsuccessful party as a part of such judgment.

22. SUBORDINATION AND TENANT'S LENDER.

22.1 This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises or Landlord's interest therein (collectively, "**Encumbrances**" and each, an "**Encumbrance**") provided Landlord, its lenders and other tenants (i) are bound by the terms of the Lease; (ii) agree not to disturb or disrespect Tenant's use or possession of the Premises or Tenant's other rights granted under this Lease in the event of a foreclosure of such Encumbrance so long as Tenant is not in default hereunder beyond any applicable cure period; and (iii) agree not to join Tenant as party defendant in any such foreclosure proceeding taken by it unless otherwise required by applicable law. With regard to any Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the beneficial holder of such Encumbrance to execute a customary subordination, non-disturbance and attornment agreement with regard to this Lease. In addition, each of Landlord and Tenant will, within 10 days after the request of the other party, execute and deliver to the other party, an estoppel letter as to such factual matters relating to the Lease as are reasonably requested by such other party, its lender or prospective successor-in-interest.

22.2 Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the Premises, and furthermore consents to the exercise by Tenant's lender ("**Tenant's Lender**") of its rights of foreclosure with respect to its lien and security interest in Tenant's interest therein. Landlord agrees to recognize Tenant's Lender as the tenant under this Lease upon any such exercise by Tenant's Lender of its rights of foreclosure. Landlord hereby (i) agrees that any lien or security interest in favor of Landlord which arises by law or pursuant to the Lease is subordinate to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "**Collateral**"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

22.3 To the extent that Tenant or Tenant's Lender has given notice to Landlord of Tenant's Lender's security interest in the Lease and other Collateral and an address to which Landlord is to provide notices to Tenant's Lender, (i) Landlord agrees to give Tenant's Lender written notice of any breach, failure or default of the terms of the Lease within 15 days after the occurrence thereof, at such address as is specified to Landlord by Tenant's Lender; (ii) Landlord agrees that no default under the Lease is deemed to have occurred unless notice of such breach, failure or default is also given to Tenant's

Lender and any applicable cure period has passed; and (iii) in the event of any such breach, failure or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional 90 days after any applicable cure period to cure or correct any such breach, failure or default (whether the same shall consist of the failure to pay rent or the failure to perform), and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease. In the case of termination of this Lease for any reason or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, (i) Landlord shall give prompt notice thereof to Tenant's Lender consistent with this Section 22.3; and (ii) on written request of Tenant's Lender made any time within 30 days after the giving of such notice by Landlord, Landlord shall promptly execute and deliver a new lease of the Premises to Tenant's Lender or its designee or nominee for the remainder of the Term (as if this Lease were not terminated, rejected or disaffirmed) upon all the covenants, conditions, limitations and agreements contained herein (including options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Tenant's Lender (A) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (B) shall cure all defaults existing under this Lease which are susceptible to being cured by Tenant's Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Tenant's Lender shall have otherwise complied with the provisions of this Section 22.3, Tenant's Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of Tenant). For so long as Tenant's Lender shall have the right to enter into a new lease with Landlord pursuant to this Section 22.3, Landlord shall not enter into a new lease of the Premises with any person or entity other than Tenant's Lender without the prior written consent of Tenant's Lender.

22.4 The provisions of Section 22.3 shall survive the termination, rejection or disaffirmance of this Lease and will continue in full force and effect thereafter to the same extent as if Section 22.3 was a separate and independent contract made among Landlord, Tenant and Tenant's Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Tenant's Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The

aforesaid agreement of Landlord to enter into a new lease with Tenant's Lender is deemed a separate agreement between Landlord and Tenant's Lender, separate and apart from this Lease as well as a part of this Lease and is unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

22.5 Upon the execution and delivery of a new lease under Section 22.3, all subleases which theretofore have been assigned to, or made by, Landlord with respect to the Communications Facility shall be assigned and transferred, without recourse, by Landlord to the tenant named in such new lease or a third-party manager capable of administering such subleases. Between the date of termination of this Lease and the date of execution of the new lease, if a Tenant Lender shall have requested a new lease as provided in Section 22.3, Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the consent of Tenant's Lender.

22.6 If Landlord has been given notice of Tenant's Lender as provided in Section 22.3, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Lease by Tenant, without the prior written consent of Tenant's Lender and (ii) Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Tenant's Lender.

22.7 The provisions of this Section 22 are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease. Notwithstanding the foregoing, Landlord acknowledges that nothing contained herein is deemed or to be construed to obligate Tenant's Lender to take any action hereunder or to perform or discharge any obligation, duty or liability of Tenant under this Lease.

23. NOTICES. All notices under this Lease shall be in writing either personally delivered (with receipt for delivery); mailed via United States certified mail, return receipt requested; or transmitted by overnight courier for next business day delivery to the notice addresses of Landlord and Tenant set forth in Section 1. Notices will be deemed to have been given upon either receipt or rejection. The parties each reserve the right to modify or change their notice addresses set forth in Section 1 by providing notice to the other party as otherwise provided in this section, with such new notice address being effective 15 days after receipt by the other party.

24. MISCELLANEOUS.

24.1 Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

24.2 If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

24.3 All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

24.4 Failure of party to insist on strict performance of any of the conditions or provisions of this Lease or failure to exercise any of a party's rights hereunder, shall not waive such rights.

24.5 This Lease is to be governed by and construed in accordance with the laws of the state in which the Premises are located.

24.6 This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises or the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

24.7 This Lease is an appurtenance of and runs with the land and is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

24.8 A short-form memorandum of this Lease substantially in the form as depicted in Exhibit 4 attached hereto may be recorded at Landlord or Tenant's option and at the expense of the requesting party.

24.9 This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Lease.

24.10 The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other, as the context requires. "Include" and "including" and their derivatives are to be construed as illustrative but not limiting. References in this Lease to sections refer to those sections of this Lease unless the context expressly requires otherwise. Headings of sections are for convenience only and are not be considered in construing the meaning of the contents of such sections.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

Eco-Site, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1**Description of Parent Tract**

Parcel No. 43 10 03 08 3 000 001.000 according to records maintained in the Lee County Revenue Commissioner's Office containing approximately 13.90 acres.

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (2604 : Lease real property to Eco-Site for

EXHIBIT 2

The Premises is described as follows, subject to replacement by a surveyed legal description when available:

I. Tower Compound Legal Description:

LEASE AREA
(AS SURVEYED)
ECO-SITE
"HEART OF OPELIKA AL-0037"
9AT1798A

All that tract or parcel of land, lying and being in the Northeast Quarter of the Southwest Quarter of Section 8, Township 19 North, Range 27 East, in the City of Opelika, Lee County, Alabama, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 1-inch crimp top pipe found on the southerly right-of-way line of Bay Court (having a variable width right-of-way), said pipe marking the Northwest corner of the lands owned by the Alabama Council on Human Relations, as recorded in Deed Book 1833 Page 268, Lee County records, thence running along said right-of-way line, North 89°11'17" East, 340.00 feet to the terminus of said right-of-way; thence running along the east line of said right-of-way, North 00°46'14" West, 16.41 feet to a point; thence running along said east line, North 00°45'14" West, 38.99 feet to a point; thence leaving said right-of-way line, South 51°03'07" East, 322.78 feet to a point on the Lease Area; thence, North 41°49'16" East, 34.98 feet to a point and the true POINT OF BEGINNING; Thence running, South 48°10'44" East, 100.00 feet to a point; Thence, South 41°49'16" West, 100.00 feet to a point; Thence, North 48°10'44" West, 100.00 feet to a point; Thence, North 41°49'16" East, 100.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Eco-Site by POINT TO POINT LAND SURVEYORS, INC. dated October 2, 2017.

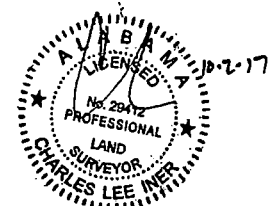
**II. Access and Utility Easement Legal Description:**

30' NON-EXCLUSIVE ACCESS & UTILITY EASEMENT
(AS SURVEYED)
ECO-SITE
"HEART OF OPELIKA AL-0037"
9AT1798A

Together with a 30-foot wide non-exclusive access and utility easement, lying and being in the Northeast Quarter of the Southwest Quarter of Section 8, Township 19 North, Range 27 East, in the City of Opelika, Lee County, Alabama, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 1-inch crimp top pipe found on the southerly right-of-way line of Bay Court (having a variable width right-of-way), said pipe marking the Northwest corner of the lands owned by the Alabama Council on Human Relations, as recorded in Deed Book 1833 Page 268, Lee County records, thence running along said right-of-way line, North 89°11'17" East, 340.00 feet to the terminus of said right-of-way; thence running along the east line of said right-of-way, North 00°46'14" West, 16.41 feet to a point and the true POINT OF BEGINNING; Thence running along said east line, North 00°45'14" West, 38.99 feet to a point; Thence leaving said right-of-way line, South 51°03'07" East, 322.78 feet to a point on the Lease Area; Thence running along said Lease Area, South 41°49'16" West, 30.04 feet to a point; Thence leaving said Lease Area, North 51°03'07" West, 296.37 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.2132 acres (9,287 square feet), more or less, as shown in a survey prepared for Eco-Site by POINT TO POINT LAND SURVEYORS, INC. dated October 2, 2017.



Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (2604 : Lease real property to Eco-Site for

EXHIBIT 3**Survey (depicting Tower Compound and Access and Utility Easement(s))**

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (2604 : Lease real property to Eco-Site for

SUBJECT PROPERTY

OWNER: CITY OF OPELIKA
 SITE ADDRESS: BAY CT, OPELIKA, ALABAMA 36801
 PARCEL ID: 43 10 03 08 3 000 001.000
 AREA: 13.90 ACRES PER TAX ASSESSOR'S
 ZONED: R4-MEDIUM DENSITY RESIDENTIAL

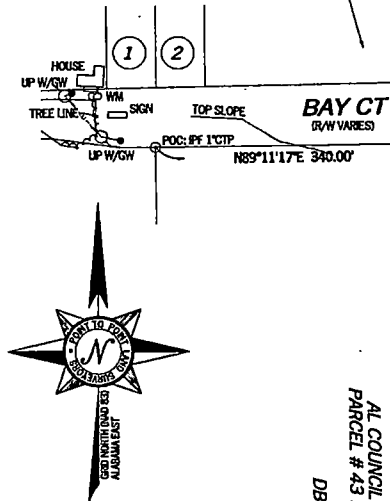
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

ADJOINER INFORMATION

N/F	PARCEL #	ZONING
1. THREE KEYS PROPERTIES, LLC	43 10 03 08 3 000 079.000	R5
2. THREE KEYS PROPERTIES, LLC	43 10 03 08 3 000 081.001	R5

N/F
 OPELIKA HOUSING DEVELOPMENT, INC.
 PARCEL # 43 10 03 08 3 000 001.002
 ZONED R4
 DB 2456 PG 941

N/F
 HARALSON HILLS LLC
 PARCEL # 43 10 03 08 3 000 081.000
 ZONED R5



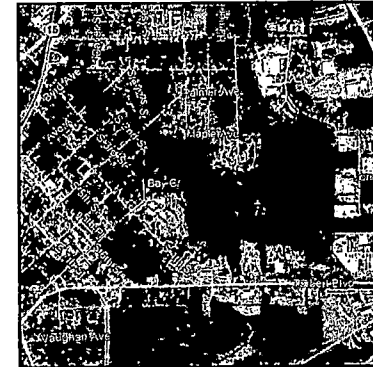
LEGEND

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 IRD IRON ROD SET
 PPF IRON PIN FOUND
 CMF CONCRETE MARKER FOUND
 UP UTILITY POLE
 LP LIGHT POLE
 TP TRAIL POLE
 SSM SANITARY SEWER MANHOLE
 SSM STORM DRAIN MANHOLE
 INV INVERT
 TIE TIE IN
 EP EDGE OF PAVEMENT
 TC TOP OF CURB
 DC BACK OF CURB
 TW TOP OF WALL
 BW BOTTOM OF WALL
 OU OVERHEAD UTILITY
 CU CONDUIT UTILITY
 CMF CORRUGATED METAL PIPE
 RCP REINFORCED CONCRETE PIPE
 PVC POLYETHYLENE CHLORIDE PIPE
 GW GUY WIRE ANCHOR
 TO TRANSFORMER
 JI JUNCTION BOX
 SWD SPICE WIND CATCH BASIN
 DWS DOUBLE WIND CATCH BASIN
 CLF CHAIN LINK FENCE
 WM WATER METER
 WY WATER VALVE
 WY WATER METER
 SCW SCHWABER CLEANOUT
 GV GAS VALVE
 NW NOW OR FORMERLY
 B1 BOX BRIDGE
 BP BRIDGE POLE

N/F
 AL COUNCIL ON HUMAN RELATIONS
 PARCEL # 43 10 03 08 3 000 082.000
 ZONED R5
 DB 1833 PG 268

N/F
 SCOTT LAND CO., INC.
 PARCEL # 43 10 03 08 3 000 166.000
 ZONED R4
 PB 39 PG 80

75 0 150 300
 GRAPHIC SCALE IN FEET
 SCALE: 1" = 150'



VICINITY MAP
 NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF ECO-SITE AND EXCLUSIVELY FOR THE TRANSFER OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

THE FIELD DATA UPON WHICH THIS SPECIFIC PURPOSE SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENTH 35 (DATE OF LAST FIELD VISIT: 9/19/17)

THE 2' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID 128) AND HAVE A VERTICAL ACCURACY OF ± 1". CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) ALABAMA EAST ZONE.

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.L.R.M. COMMUNITY PANEL NO. 01081 (DOOR) DATED NOVEMBER 2, 2011.

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN-USE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

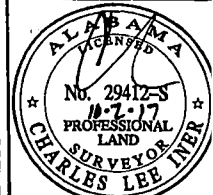
N/F
 AGS HOLDINGS, LLC
 PARCEL # 43 10 03 08 4 000 002.000
 ZONED M1
 PB 38 PG 84

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

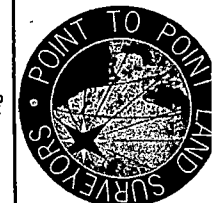
CHARLES LEE INER
 AL LICENSE NO. 29412-S

(SURVEY NOT VALID WITHOUT SHEET 2 OF 2)



NO.	DATE	REVISION

POINT TO POINT
 LAND SURVEYORS
 1010 Pennsylvania Avenue
 McDonough, GA 30253
 (p) 678.565.4440 (f) 678.565.4497
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED BY:

Eco-SiteTM
 240 LEIGH FARM ROAD
 SUITE 230
 DUEHAM, NC 27707

"HEART OF OPELIKA
 AL-0037"

SITE NO. 9AT1798A
 SECTION 8, TOWNSHIP 19 NORTH,
 RANGE 27 EAST, CITY OF OPELIKA,
 LEE COUNTY, ALABAMA

DRAWN BY: EAL
 CHECKED BY: JRL
 APPROVED: C. INER
 DATE: OCTOBER 2, 2017
 P2P JOB #: G170674

SHEET:
1
 OF 2

