OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "

204 South 7th Street

December 5, 2017

TIME: 7:00 PM

1. CALL TO ORDER

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

3. INVOCATION

4. PLEDGE OF ALLEGIANCE
    1. Karson Moss and Kyndall Brundidge from Morris Avenue Intermediate School.

5. READING OF MINUTES
    1. Minutes from the 11-21-17 city council meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR

8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Public Hearing for Demolition - 226 N. 30Th Street

12. AWARDING OF BIDS
    1. Fire-EMS Management System-IT

13. RESOLUTIONS
    1. Expense report(s)
    2. Order Demolition - 226 N. 30Th Street
    3. 1St Avenue Streetscape, ALDOT-TAP Grant Application.
    4. Approving Agreements with GRS Government Services LLC
    5. Signal Upgrade Change Order Number 1.
    6. Amend the Organizational Chart of the Accounting Department.

14. ORDINANCES
    1. Amend City Code, Floodplain Damage Prevention Ordinance - Inspection - 2nd Reading.
    2. Lease real property to Eco-Site for radio/communications tower - 2nd Reading.

15. APPOINTMENTS

    1. Appoint Haley Wilder to the Downtown Redeveopment Authority. Current term expires 8-07-18.

16. ADJOURN

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/05/17 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2612

CM MINUTES (ID # 2612)

Minutes from the 11-21-17 city council meeting.

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

Generated 11/28/2017 8:20 AM

Attachment: CM 12-05-17, minutes from the 11-21-17 city council meeting. (2612 : Minutes from the 11-21-17 CM (2))

(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.

Attachment: CM 12-05-17, minutes from the 11-21-17 CM (2) (2612 : Minutes from the 11-21-17 city council meeting.)

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.

Attachment: CM 12-05-17, minutes from the 11-21-17 CM (2) (2612 : Minutes from the 11-21-17 city council meeting.)

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.

Attachment: CM 12-05-17, minutes from the 11-21-17 CM (2) (2612 : Minutes from the 11-21-17 city council meeting.)

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 - 1st 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 - 1st Reading.

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

RESULT: **FIRST READING INTRODUCED**

15. Appointments

Attachment: CM 12-05-17, minutes from the 11-21-17 CM (2) (2612 : Minutes from the 11-21-17 city council meeting.)

None.

16. Adjourn

The City Council meeting minutes of November 21, 2017 are hereby adopted and approved this the ______ day of ________________, 2017.

/s/

____

President pro-tem of the City Council

City of Opelika, Alabama

ATTEST:

/s/

____

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn

The council meeting ended at 7:41 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

Attachment: CM 12-05-17, minutes from the 11-21-17 CM (2) (2612 : Minutes from the 11-21-17 city council meeting.)

Public Hearing for Demolition - 226 N. 30Th Street

October 5, 2017

TO:
Ezra E. Griffin
6965 GA Hwy 20 SW
Logansville, GA 30052-6419

James P. Griffin
671 Walnut Way
Marietta, GA 30060

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, Ezra E. Griffin and James P. Griffin are the owners of the real property described in this notice. Ezra E. Griffin and James P. Griffin are the persons last assessing the property for taxes. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

> **Street Address: 226 N. 30th Street, Opelika, AL 36801**
> **Legal Description:** Lot #4 in Block B of the PEPPERELL SUBDIVISION, as shown by map or plat of survey of record in Town Plat Book 6, at Page 4 and 5 in the Office of the Judge of Probate of Lee County, Alabama.
>
> Being the identical property conveyed to Ezra L. Griffin and Mary V. Griffin by deed dated March 8, 1973 and being of record in Deed Book 900, at Page 258 in the Office of the Judge of Probate of Lee County, Alabama. This was a survivorship deed and Mary V. Griffin died on July 14, 1995.
>
> **Parcel Identification Number:** 43-09-06-14-3-000-123.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on September 20, 2017. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:

(Check all that apply)

☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.

☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.

☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.

X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.

☐ (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.

☐ (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.

☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.

☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.

☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.

☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.

☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.

X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.

X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.

☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.

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

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

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

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

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

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

You will further take note that:

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

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

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

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

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

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

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

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

DATED this the ____ day of October, 2017.

Sincerely,

____

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

NOTICE OF REQUIRED REPAIRS

To:

Ezra E. Griffin
6965 GA Hwy 20 SW
Logansville, GA 30052-6419

James P. Griffin
671 Walnut Way
Marietta, GA 30060

Parcel #:	**09-06-14-3-000-123.000**
Property Address:	**226 30th Street** **Opelika, AL 36801**
Date of Notice:	**October 5, 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:

- **Remove tree limbs from roof and repair roof rafters, roof boards and roofing material.**
- **Replace all deteriorated and damaged soffit and fascia boards.**
- **Prime and paint soffits, fascia, and trim.**

Electrical: Have a licensed electrical contractor install a new electric service and re-wire the entire house as follows: Install smoke detectors inside each bedroom

and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One at each entrance.

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

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

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

Dated this the 5th Day of October, 2017.

Sincerely,

David R. Chapman
Building Inspector

226 N. 30th Street


09/20/2017


09/20/2017

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 311-17

Meeting: 12/05/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2608

Fire-EMS Management System-IT

RESOLUTION NO. ____________

WHEREAS, the Purchasing Department opened sealed bids for Records Management and State Reporting Systems for the Information Technology Department; and

WHEREAS, Emergency Reporting submitted the lowest bid but did not meet specifications; and

WHEREAS, ImageTrend submitted their bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to ImageTrend on their bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to ImageTrend in the amount of $70,650.35.

3. That the Controller be authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the ______ day of ________________, 2017.

____
President, Pro-tem
of the City Council of
the City of Opelika, Alabama

ATTEST:

____

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bids – Bid #18002 – We are asking the council to approve a purchase for Records Management and State Reporting Systems for the Fire Department

FACTS:

- Bid opening date – 11/13/17
- User Department – Information Technology
- The bid was mailed to 18 vendors
- 3 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the purchase be awarded to ImageTrend on their bid meeting specifications in the amount of $70,650.35.**

Attachment: 12-5-17 - FIRE-EMS MANAGEMENT SYSTEM RFP 18002 - BID PKT (311-17 : Fire-EMS Management System-IT)

BID# 18002 DATE: 11/13/17 DEPT: INFORMATION TECHNOLOGY				18 VENDORS INVITED
DESCRIPTION: RECORDS MGMT AND STATE REPORTING SYSTEMS FOR OFD				3 BIDS RECEIVED
VENDOR	**TOTAL PRICE**	**DEL**	**TERMS/DISC**	
ACS FIREHOUSE SOLUTIONS				
ADVANCED PUBLIC SAFETY				
ALERT PUBLIC SAFETY SOLUTIONS				
APPLICATION DATA SYSTEMS INC				
ARC ACQUISITION US INC				
BUSINESS SYSTEMS & CONSULTANTS				
COAST TO COAST COMPUTER PRODUCTS				
DATA911				
FIRENET TECHNOLOGIES LLC				
FIRST RESPONDER SYSTEMS AND TECHNOLOGY				
HICOMP LLC				
IMAGETREND INC	**$ 70,650.35**	**90-120 days**	**Net 30**	
INTERNATIONAL ROAD DYNAMICS				
JMS PUBLIC SAFETY SOFTWARE CONSULTING				
PCMG INC				
SHI INTERNATIONAL CORP				
SOUTHERN SOFTWARE INC				
VIGILANT SOLUTIONS INC				
Emergency Reporting	$ 21,127.00	10 days	Net 30	
Physio-Control, Inc.	$ 24,370.00	30 days	Net 30	

Attachment: 12-5-17 - FIRE-EMS MANAGEMENT SYSTEM RFP 18002 - BID PKT (311-17 : Fire-EMS

RESOLUTION NO. 312-17

Expense report(s)

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
Dozier Smith T	City Council	$1,445.36

) 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.

Patricia A. Jones

President pro-tem of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - City Treasurer

EXPENSE REPORT

NAME Name Dozier H. Smith T

DEPARTMENT Department City Council

PERIOD ENDING Nov. 14-18, 2017

DAY	CITY AND STATE	LODGING	TRANSPORTATION AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												
MON												
TUE 11/14/17	Charlotte	265.06			34.20	49.22		17.26	41.36			407.10
WED 11/15/17		265.06					19.24		23.29			307.59
THU 11/16/17		265.06					14.41					279.47
FRI 11/17/17		265.06					19.54		51.38			335.98
SAT 11/18/17						99.22	16.00					115.22
WEEKLY CATEGORY TOTALS $		1,060.24			34.20	148.44	69.19	17.26	116.03			1,445.36

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 5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS ~~National League of Cities~~

NATURE OR PURPOSE OF TRAVEL

National League of Cities

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☑ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
11/14/17	92 Miles to Atlanta Airport	49.22
11/18/17	92 miles to Opelika	49.22
11/18/17	Parking @ Atlanta Airport	50.00

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE [signature]

APPROVED BY [signature]

Attachment: CM 12-05-17, expense reports (312-17 : Expense report(s))

EXPENSE REPORT

NAME Dozier Smith T

DEPARTMENT Legisative

PERIOD ENDING Nove Nov 14-18, 2017

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE 11/14	Charlotte	265.06			34.20	49.22		17.26	41.36			407.10
WED 11/15	Charlotte	265.06					19.24		23.29			307.59
THU 11/16	Charlotte	265.06					14.41					279.47
FRI 11/17	Charlotte	265.06					19.54		51.38			335.98
SAT 11/18	Charlotte					99.22	16.00					115.22
WEEKLY CATEGORY TOTALS $		1,060.24	0.00	0.00	34.20	148.44	69.19	17.26	116.03	0.00	0.00	1,445.36

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME
5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
National League of Cities

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

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
11/14	92 miles to Atlanta airport	49.22
11/18	92 miles to Opelika	49.22
11/18	parking at Atlanta airport	50.00

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Attachment: CM 12-05-17, expense reports (312-17 : Expense report(s))

RESOLUTION NO. (ID # 2549)

Order Demolition - 226 N. 30Th Street

RESOLUTION NO. _______

RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 226 N. 30TH STREET, OPELIKA, ALABAMA 36801, PARCEL ID NO.: 43-09-06-14-3-000-123.000 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 226 N. 30th Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-09-06-14-3-000-123.000, (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, Ezra E. Griffin and James P. Griffin 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, Ezra E. Griffin and James P. Griffin 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 Ezra E. Griffin, 6965 GA Hwy 20 SW and James P. Griffin, 671 Walnut Way, Marietta, GA 30060; 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, December 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 226 N. 30th 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, December 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 226 N. 30th 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 226 N. 30th Street, Opelika, Alabama, Parcel I.D. Number: 43-09-06-14-3-000-123.000, 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 #4 in Block B of the PEPPERELL SUBDIVISION, as shown by map or plat of survey of record in Town Plat Book 6, at Page 4 and 5 in the Office of the Judge of Probate of Lee County, Alabama.
>
> Being the identical property conveyed to Ezra L. Griffin and Mary V. Griffin by deed dated March 8, 1973 and being of record in Deed Book 900, at Page 258 in the Office of the Judge of Probate of Lee County, Alabama. This was a survivorship deed and Mary V. Griffin died on July 14, 1995.
>
> Also being further described as Parcel Number 43-09-06-14-3-000-123.000, 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 PRO TEM OF THE
CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

Cc: Ezra E. Griffin
6965 GA Hwy 20 SW
Logansville, GA 30052

James P. Griffin
671 Walnut Way
Marietta, GA 30060

RESOLUTION NO. 313-17

1St Avenue Streetscape, ALDOT-TAP Grant Application.

Resolution No. ________

WHEREAS, the Alabama Department of Transportation has the authority to award grants for under the Transportation Alternatives Program; and

WHEREAS, the City of Opelika recognizes the need to construct streetscape improvements on 1st Avenue in the Railroad Historic District.

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

1. Authorization is given to submit a Grant Application under said program in an amount not to exceed $500,000;

2. Authorization is given to the Mayor to sign any and all documents to secure said grants.

3. The Engineering Department has preliminary estimated the total cost of the project to be $414,226.55 and the estimated matching local funds is $82,845.31.

4. The City will contribute 20% of the total project cost and the cost of design engineering.

5. The City will see the project through to completion and be responsible for maintenance of the improvements upon completion.

APPROVED AND ADOPTED, this _______ day of ______________, 2017.

____

PRESIDENT PRO-TEM OF THE CITY COUNCIL
OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

RESOLUTION EXPLANATION

PURPOSE: Authorize submission of a Grant Application and commit the local share

PROGRAM: Transportation Alternatives Program (TAP)

AGENCY: Alabama Department of Transportation

DEADLINE: December 15, 2017

GRANT: Not to Exceed $ 500,000

LOCAL: Not to Exceed $ 100,000 plus Design Engineering

TOTAL: Not to Exceed $ 600,000

PROJECT DESCRIPTION:

The proposed project is the streetscape improvements on 1st Avenue in the Railroad Historic District to include sidewalk renovations, pedestrian crosswalks, and pedestrian lighting, and landscaping. Final engineering estimates are currently being prepared.

PREPARED BY: Louise Campbell, L.P. Campbell Company

RESOLUTION NO. 314-17

Approving Agreements with GRS Government Services LLC

RESOLUTION NO. _____________

RESOLUTION APPROVING AGREEMENTS WITH
GRS GOVERNMENT SERVICES, LLC

WHEREAS, GRS Government Services, LLC d/b/a RDS (hereinafter referred to as "GRS-GS") for more than thirty (30) years has provided revenue enhancement services to state and local governments; and

WHEREAS, GRS-GS offers a comprehensive compliance review process that preserves and enhances municipal tax and licensing revenues; and

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the "City") desires to contract with GRS-GS for revenue enhancement services; and

WHEREAS, four (4) agreements by and between the City and GRS-GS have been prepared and submitted to the City Council for approval as follows:

1. Tax Revenue Enhancement Agreement for Lodging Taxes (Exhibit "A");

2. Tax Revenue Enhancement Agreement (Revenue Administration) for Sales and Use Taxes (Exhibit "B");

3. Tax Revenue Enhancement Agreement for Rental Taxes (Exhibit "C")

4. Tax Revenue Enhancement Agreement for Discovery/Recovery Services (Exhibit "D")

Said documents being herein referred to collectively as the "Agreements"; and

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

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

1. That the proposed four (4) Tax Revenue Enhancement Agreements to be entered into between the City and GRS-GS for remittance, processing, discovery and recovery services with respect to lodging taxes, sales and use taxes, rental taxes and business license fees, copies of which is attached hereto and marked Exhibits "A", "B", "C" and "D", be and the same are hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve.

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreements in the name and on behalf of the City and to execute and deliver such ancillary documents, applications, addendums, schedules, attachments, exhibits, purchase orders, and certificates as may be necessary to carry into effect the purpose and intent of said Agreements and carry out fully the transactions contemplated therein on behalf of the City.

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

communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreements.

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

ADOPTED AND APPROVED this the ______ day of __________________, 2017.

____

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

ATTEST:

____

CITY CLERK

Tax Revenue Enhancement Agreement
Revenue Administration

This agreement made as of the _____ day of _________ 2017, by and between GRS Government Revenue Solutions, LLC d/b/a RDS ("RDS") and City of Opelika, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for sales and use taxes as designated by CITY.

2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Opelika, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure designated recipients receive the amounts intended by CITY.

6. Notification, Reporting to CITY:

   i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;

   ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;

   iii. All items credited will be subject to receipt of payment; and

   iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

Attachment: City of Opelika Sales-Use 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

B. Compliance Services

1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, RDS will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A,* above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.

2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.

3. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.

4. Review and Appeal Process: RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.

5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: RDS shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".

6. Audit Services:

   i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. RDS Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.

   iii. RDS Fee: RDS shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

3. Shared Audit Fees: When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:

    a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

    b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

        i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

        i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.

8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.

10. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

Attachment: City of Opelika Sales-Use 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

11. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.

12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

14. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.

17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Attachment: City of Opelika Sales-Use 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

19. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence __________ 1, 2017 with collection of _________ taxes to be remitted on or before _________20, 2017.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

GRS GOVERNMENT REVENUE SOLUTIONS, LLC D/B/A RDS	**City of Opelika**
By: ____________________________________	By: ____
Title: SVP, Operations	Title: ______________________________________

Attachment: City of Opelika Sales-Use 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 11/9/2017 (crg)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

November 9, 2017

Lillie Finley
City of Opelika
PO Box 390
Opelika, AL 36803

Dear Ms. Finley:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Opelika	261170876	Xxxxx6545	100%	Sales/Use; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Sales/Use	General	4.00%
Sales/Use	Mfg Machine	1.38%
Sales/Use	Farm	1.38%
Sales/Use	Auto	0.88%
Sales/Use	Amusement	4.00%
Sales/Use	Vending	4.00%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

GRS Government Revenue Solutions, LLC (d/b/a RDS)
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Kennon Walthall, SVP, Operations

COMPENSATION

Compliance Services: RDS will receive an amount equal to Two Dollars and Seventy-Six Cents ($2.76) per account per transaction OR 1.85% of gross revenues collected, whichever is lower, for providing Remittance Processing Services and Revenue Analysis Services.

Attachment: City of Opelika Sales-Use 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

Audit Services: RDS will receive an amount based on an hourly rate of seventy dollars ($70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: ______________________________ ____________________________________

Name: Kennon Walthall

______________________________ SVP, Operations (RDS)

Title:

Attachment: City of Opelika Sales-Use 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the City of Opelika.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Opelika has contracted with RDS to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore, RDS is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, RDS will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of RDS at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

___________________________ Date: ____________________

Lillie Finley
Revenue Manager
City of Opelika

Tax Revenue Enhancement Agreement
Lodging Tax

This agreement made as of the _____ day of _________ 2017, by and between GRS Government Revenue Solutions, LLC d/b/a RDS ("RDS") and City of Opelika, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for lodging taxes as designated by CITY.

2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Opelika, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure designated recipients receive the amounts intended by CITY.

6. Notification, Reporting to CITY:

   i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;

   ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;

   iii. All items credited will be subject to receipt of payment; and

   iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

Attachment: City of Opelika Lodging 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

B. Compliance Services

1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, RDS will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A,* above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.

2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.

3. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.

4. Review and Appeal Process: RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.

5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: RDS shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".

6. Audit Services:

   i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. RDS Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.

   iii. RDS Fee: RDS shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

Attachment: City of Opelika Lodging 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

3. Shared Audit Fees: When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:

   a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

   b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

      i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

      i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.

8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.

10. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

11. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.

12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

14. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.

17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Attachment: City of Opelika Lodging 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

19. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence __________ 1, 2017 with collection of _________ taxes to be remitted on or before _________20, 2017.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

GRS GOVERNMENT REVENUE SOLUTIONS, LLC D/B/A RDS

By: ____________________________________

Title: SVP, Operations

City of Opelika

By: ____

Title: ______________________________________

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 11/9/2017 (crg)

Attachment: City of Opelika Lodging 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

November 9, 2017

Lillie Finley
City of Opelika
PO Box 390
Opelika, AL 36803

Dear Ms. Finley:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Opelika	261170876	Xxxxx6545	100%	Lodging; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Lodging	General	7.00%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

GRS Government Revenue Solutions, LLC (d/b/a RDS)
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Kennon Walthall, SVP, Operations

COMPENSATION

Compliance Services: RDS will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Attachment: City of Opelika Lodging 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

Audit Services: RDS will receive an amount based on an hourly rate of seventy dollars ($70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Connie Taylor

Client Relations Manager

RDS

205-423-4144 direct dial

205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: ______________________________ ______________________________

Name: Kennon Walthall

SVP, Operations (RDS)

____

Title:

Tax Revenue Enhancement Agreement
Rental/Lease Tax

This agreement made as of the _____ day of _________ 2017, by and between GRS Government Revenue Solutions, LLC d/b/a RDS ("RDS") and City of Opelika, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for Rental/Lease taxes as designated by CITY.

2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Opelika, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure designated recipients receive the amounts intended by CITY.

6. Notification, Reporting to CITY:

    i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;

    ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;

    iii. All items credited will be subject to receipt of payment; and

    iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

Attachment: City of Opelika Rental 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

B. Compliance Services

1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, RDS will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A,* above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.

2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.

3. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.

4. Review and Appeal Process: RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.

5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: RDS shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".

6. Audit Services:

   i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. RDS Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.

   iii. RDS Fee: RDS shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

Attachment: City of Opelika Rental 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

3. Shared Audit Fees: When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:

   a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

   b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

      i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

      i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.

8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.

10. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

11. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.

12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

14. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.

17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Attachment: City of Opelika Rental 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

19. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence __________ 1, 2017 with collection of _________ taxes to be remitted on or before _________20, 2017.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

GRS GOVERNMENT REVENUE SOLUTIONS, LLC D/B/A RDS	**City of Opelika**
By: ____________________________________	By: ____
Title: SVP, Operations	Title: ______________________________________

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 11/9/2017 (crg)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

November 9, 2017

Lillie Finley
City of Opelika
PO Box 390
Opelika, AL 36803

Dear Ms. Finley:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Opelika	261170876	Xxxxx6545	100%	Rental/lease; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Rental	General	2.50%
Rental	Automotive	2.50%
Rental	Linen	2.50%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

GRS Government Revenue Solutions, LLC (d/b/a RDS)
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Kennon Walthall, SVP, Operations

COMPENSATION

Compliance Services: RDS will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Attachment: City of Opelika Rental 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

Audit Services: RDS will receive an amount based on an hourly rate of seventy dollars ($70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: ______________________________ ______________________________

Name: Kennon Walthall

______________________________ RDS SVP, Operations

Title:

Attachment: City of Opelika Rental 2017 (314-17 : Approving Agreements with GRS Government Services LLC)

Tax Revenue Enhancement Agreement
Discovery/Recovery

This agreement made as of the _____ day of _______, 2017 by and between Government Revenue Solutions, LLC d/b/a RDS and City of Opelika, Alabama, an Alabama CITY ("CITY").

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
   i. Analysis of two or more municipal lists. These lists could include: current discovery/recovery license data, sales tax data, property tax lists and telephone directories at least once a year.
   ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
   iii. RDS will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, RDS may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.

2. Taxpayer Remittance: Taxpayers will remit payments to City of Opelika, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the P.O. Box for City of Opelika payments. CITY will be responsible for renewals. RDS will provide a list to CITY.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure designated recipients receive the amounts intended by CITY.

6. Notification, Reporting to CITY: RDS will provide CITY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to RDS.

Attachment: Discovery-Recovery (314-17 : Approving Agreements with GRS Government Services LLC)

B. General Provisions

1. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions.

2. RDS, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, county, or municipal governing authority.

3. Consideration for Discovery/Recovery Services:
   i. RDS Fee for Discovery/Recovery Services: RDS will receive forty percent (40%) of discovery/recovery revenue collected by RDS.
   ii. RDS fee for copies of forms: RDS will receive an amount equal to $3.00 per form mailed or faxed to the CITY per the request of the CITY. RDS will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
   iii. RDS fee for Direct Payments: RDS will receive forty percent (40%) of discovery/recovery revenue received and deposited by the city, which is a result of RDS collection efforts.

4. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.

5. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

6. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.

7. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, Section A(3), above, and any refunding related thereto.

8. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.

9. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

10. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

11. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

12. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

13. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.

14. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

15. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _________ 1, 2017.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

GRS GOVERNMENT REVENUE SOLUTIONS, LLC d/b/a RDS CITY OF OPELIKA

By: ______________________________	By: ______________________________
Its: SVP, Operations	Its: ______________________________

Attachment: Discovery-Recovery (314-17 : Approving Agreements with GRS Government Services LLC)

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 11/9/2017 (crg)

EXHIBIT A
CITY DISTRIBUTION

November 15, 2017

Lillie Finley
City of Opelika
PO Box 390
Opelika, AL 36803

Dear Ms. Finley:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Opelika	261170876	Xxxxx6545	100%	Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

GRS Government Revenue Solutions, LLC (d/b/a RDS)
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Kennon Walthall, SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name: **RDS SVP, Operations**
Title:

RESOLUTION NO. 315-17

Signal Upgrade Change Order Number 1.

RESOLUTION NO. _____________

RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE CONTRACT BETWEEN THE CITY OF OPELIKA AND STONE & SONS ELECTRICAL CONTRACTORS FOR TRAFFIC SIGNAL UPGRADES AND INSTALLATIONS

WHEREAS, on February 16, 2016, pursuant to Resolution No. 036-16, the City Council of the City of Opelika, Alabama approved a contract between the City of Opelika, Alabama (the "City") and Stone & Sons Electrical Contractors for the installation and upgrade of traffic signals at five (5) intersections (the "Project"); and

WHEREAS, the City Engineer has advised that it was necessary to install additional pedestrian signals and luminaries during the course of the work on said Project; and

WHEREAS, Change Order Number 1 to the Contract between the City and Stone & Sons Electrical Contractors has been submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 will increase the total contract amount by an additional $21,413.41, resulting in a new contract amount of $252,338.82; and

WHEREAS, said Change Order is necessitated by unforeseen circumstances arising during the course of work for items not contemplated when the plans and specifications were prepared and bid, and the amount of the Change Order Number 1 does not exceed 10 percent of the contract price; and

WHEREAS, the City Engineer has reviewed all prices and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 1; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 1.

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

1. That Change Order Number 1 to the Contract between the City and Stone & Sons Electrical Contractors, a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit "A", is hereby approved.

2. That the Mayor is hereby authorized and directed to execute Change Order Number 1 in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they, or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Change Order Number 1.

4. That the amount of the Change Order Number 1 shall be paid from the 2011 Road Construction Fund.

5. That the Mayor and Controller are hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this

Resolution and Change Order.

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

ADOPTED AND APPROVED this the ______ day of ___________________, 2017.

____

PRESIDENT PRO-TEM OF THE CITY COUNCIL
OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

CITY OF OPELIKA
CHANGE ORDER

PURCHASE ORDER NUMBER 1602724 **CHANGE ORDER NUMBER** 1

DATE PO ISSUED 3/02/16 **EFFECTIVE DATE OF CHANGE** 1/17/17

BID NUMBER 16006 **ACCOUNT NUMBER** 54759304339915

DEPARTMENT Engineering

Stone and Sons Electrical Contractors
NAME OF VENDOR

2530 Queenstown Road
ADDRESS

Birmingham	AL	35210
CITY	**STATE**	**ZIP**

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:

There have been items added to the contract, and over runs that occurred outside the control of the contract. These

ORIGINAL CONTRACT AMOUNT: $230,925.41

CONTRACT AMOUNT PRIOR CHANGE: $230,925.41

THIS INCREASE: $21,431.41

THIS DECREASE: $0

NEW CONTRACT AMOUNT: $252,338.82

NEW DATE OF COMPLETION: February 1, 2017

CHANGE APPROVED AND ADOPTED THIS ________ **DAY OF** ____________, 2017

GARY FULLER
MAYOR

Attachment: Exhibit A change order Stone and son (315-17 : Signal Upgrade Change Order Number 1)

Stone & Sons

Electrical Contractors, Inc.

January 9, 2017

Opelika Traffic Engineering
700 Fox Trail
Opelika, AL 36801

RE: 2nd Av Intersections
Change Orders

Attn: Scott Parker

Scott,

We propose the following changes to our scope which will in turn change our contract price with the city, please review and comment.
Added pay items are as follows:

730N010 Luminaire Extension Assembly	F & I 11 EA 250W HPS Luminaire Assemblies $ 950.00EA		=$10,450
730P000 3 Section Signal Head (OS)	Additional labor to assemble heads	$ 55.00 EA (19)	=$ 1,045
730P001 5 Section Signal Head (OS)	Additional labor to assemble heads	$ 65.00 EA (11)	=$ 715
730U003 Gridsmart Video System	Additional labor for installation	$ 250.00 LS	
730Q001 Pedestrian Signal Asm.	Additional units @ 8th St	$ 844.37 EA (4)	=$ 3,377.48
730Q002 Pedestrian Push Button	Additional units @ 8th St	$ 363.35 EA (4)	=$ 1,453.40
	Additional labor & equipment @ Lake Condy To remove service from OPS pole & install On new service pole	$ 475.00 LS	
	loop wire overrun	$382.53	
	(2) Additional peds with overhead wiring @ 20th & Pepperell Pkwy	$ 3265.00 LS	

TOTAL = $ 21,413.41

I believe this will get everything we have done and will do to complete this project. let me know your thoughts.

Best Regards

J. Mark Roupe

J. Mark Roupe
Project Manager

2530 Queenstown Road • Birmingham, AL 35210 • Office: (205) 833-8494 • Fax: (205) 833-9390

Attachment: Exhibit A change order Stone and son (315-17 : Signal Upgrade Change Order Number 1)

RESOLUTION NO. 316-17

Amend the Organizational Chart of the Accounting Department.

RESOLUTION NO. _____________

RESOLUTION AMENDING THE ORGANIZATIONAL CHART OF THE ACCOUNTING DEPARTMENT OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the Mayor has submitted his recommendation to the City Council to modify the organizational chart of the Accounting Department of the City of Opelika; and

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

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

1. That the number of authorized positions in the existing job classification of Accounting Technician 2 at pay grade 14 is hereby increased from one to two.

2. That the number of authorized positions in the existing job classification of Accountant at pay grade 19 is hereby increased from one to two.

3. That the number of authorized positions in the existing job classification of Accounting Technician 1 is two. One of said two positions is vacant. The Mayor is hereby authorized to fill the position of Accounting Technician 1 or, alternatively, the position of Accounting Technician 2 or, alternatively, the position of Accountant. For the current fiscal year, the aggregate number of authorized positions for said three job classifications, i.e. Accounting Technician 1, Accounting Technician 2 and Accountant is four. The total number of authorized employees in the Accounting Department shall remain at seven.

4. That the Controller is hereby authorized and directed to modify the organizational chart of the Accounting Department to implement the changes in personnel as contemplated by this Resolution.

5. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.

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

ADOPTED AND APPROVED this the ______ day of __________________, 2017.

____

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

ATTEST:

____

CITY CLERK


Controller
Cindy Boyd
Assistant Controller
Jon Hayes
Senior Accountant
Ruth Blessing
Accountant
Kelly Smith
Acct Tech 2
Russell Jones
Acct Tech I
VACANT
Acct Tech
Donna Smi

ORDINANCE NO. 131-17-ORD

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 EDUCTION

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) **<u>Floodway</u>**: 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. 132-17-ORD

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 appoint; 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 (4^{th}) 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.

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (132-17-ORD : Lease real property to Eco-Site for

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

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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.

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (132-17-ORD : Lease real property to Eco-Site for

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*. Nó 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

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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

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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

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (132-17-ORD : Lease real property to Eco-Site for

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

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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

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (132-17-ORD : Lease real property to Eco-Site for

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.

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (132-17-ORD : Lease real property to Eco-Site for

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: ____

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (132-17-ORD : Lease real property to Eco-Site for

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) (132-17-ORD : 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.

ALABAMA LICENSED No. 29412 PROFESSIONAL LAND SURVEYOR CHARLES LEE INER
10-2-17

II. Access and Utility Easement Legal Description:

30' NON-EXCLUSIVE ACCESS & UTILTY 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.

ALABAMA LICENSED No. 29412 PROFESSIONAL LAND SURVEYOR CHARLES LEE INER
10-2-17

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (132-17-ORD : 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) (132-17-ORD : Lease real property to Eco-Site for

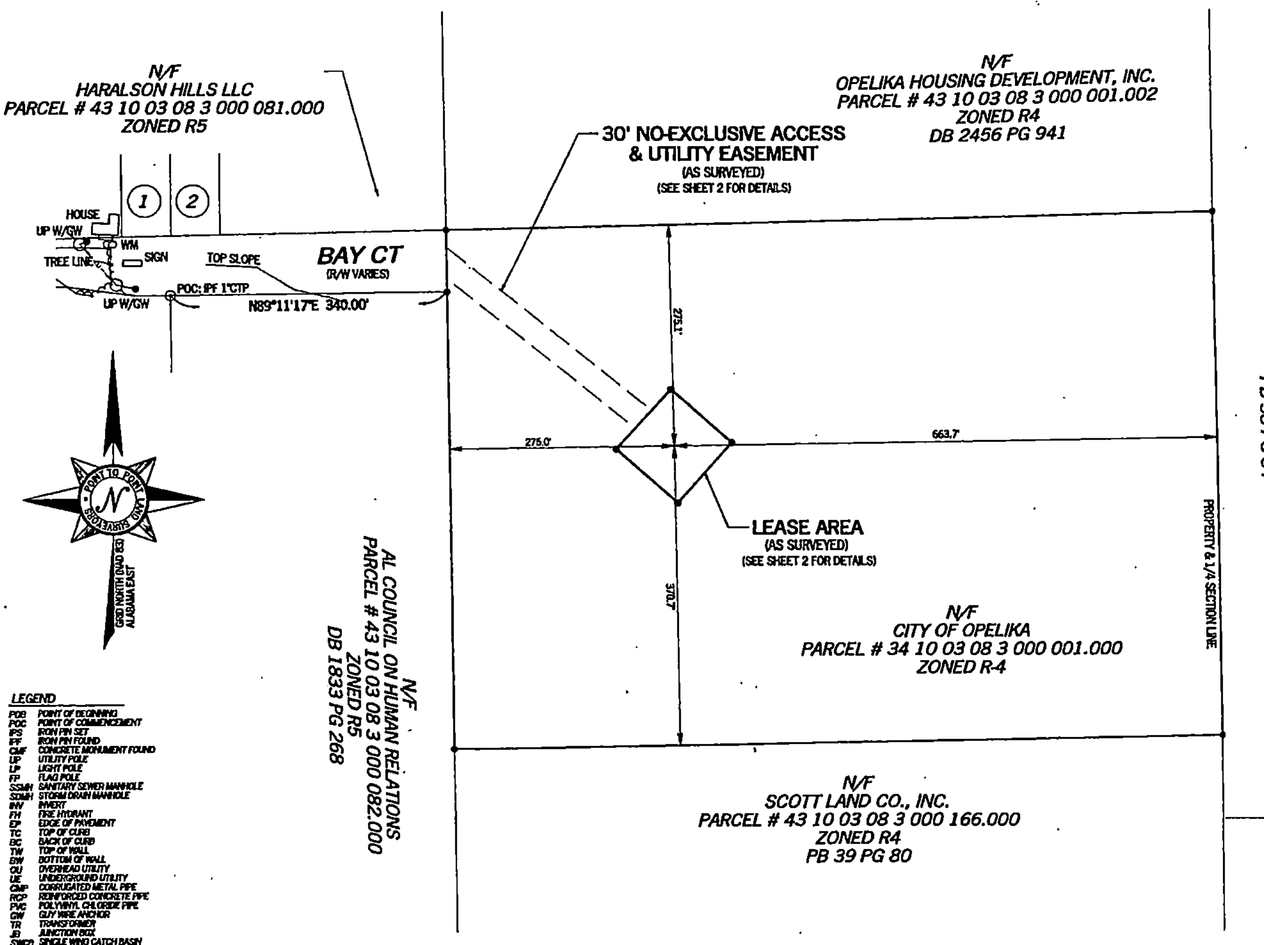
SUBJECT PROPERTY

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)
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



75 0 150 300
GRAPHIC SCALE IN FEET
SCALE: 1" = 150'

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BACK OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
JB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE
N/F	NOW OR FORMERLY
IB	ICE BRIDGE
IBP	ICE BRIDGE POLE

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 TRANSFERRAL 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 TRANSFERRAL 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 ZENITH 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 12B) 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.I.R.M. COMMUNITY PANEL NO. 01081C0083G 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-SERVICE 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.

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 STANDARDS 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

ALABAMA LICENSED No. 29412-S 10-2-17 PROFESSIONAL LAND SURVEYOR CHARLES LEE INER

NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:
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 FOR:
Eco-Site
240 LEIGH FARM ROAD
SUITE 230
DURHAM, NC 27707

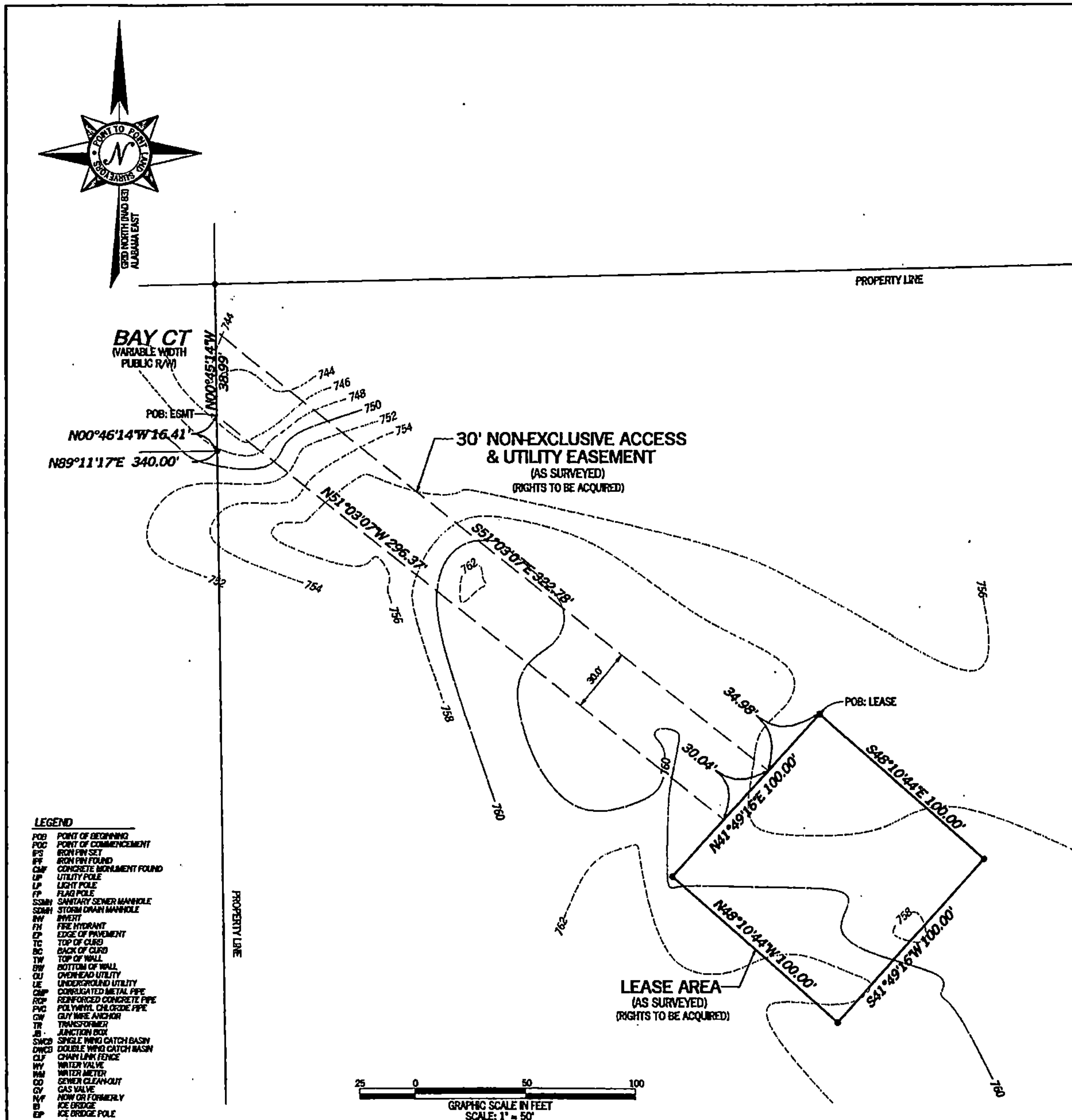
"HEART OF OPELIKA
AL-0037"

SITE NO. 9AT1798A
SECTION 8, TOWNSHIP 19 NORTH, RANGE 27 EAST, CITY OF OPELIKA, LEE COUNTY, ALABAMA

DRAWN BY: EAL	SHEET:
CHECKED BY: JKL	1
APPROVED: C. INER	
DATE: OCTOBER 2, 2017	
P2P JOB #: G170674	OF 2

Attachment: CM 11-21-17, lease agreement, ground lease with Eco Site, 11-16-17 (final) (132-17-ORD :

Sign Here



SITE INFORMATION

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 32°38'51.41" (NAD 83)
LONGITUDE = -85°21'53.52" (NAD 83)
AT CENTER LEASE AREA

ELEVATION AT CENTER OF LEASE AREA = 759.2' A.M.S.L.

30' NON-EXCLUSIVE ACCESS & UTILTY EASEMENT (AS SURVEYED)

TOGETHER WITH A 30-FOOT WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT, LYING AND BEING IN 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.

LEASE AREA (AS SURVEYED)

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN 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.

SURVEY NOT VALID WITHOUT SHEET 1 OF 2

ALABAMA LICENSED No. 29412-S PROFESSIONAL LAND SURVEYOR CHARLES LEE INER
10-2-17

NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:

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 F

Eco-Site
240 LEIGH FARM ROAD
SUITE 230
DURHAM, 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: JKL
APPROVED: C. INER
DATE: OCTOBER 2, 2017
P2P JOB #: G170674

SHEET: 2 OF 2

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