OPELIKA CITY COUNCIL
" REGULAR MEETING AGENDA "

204 South 7th Street

December 19, 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
    1. Larry Torbert, Pastor of Power of Praise Ministries.

4. PLEDGE OF ALLEGIANCE
    1. Braedyn Williams and Blakely Parrish from Morris Avenue Intermediate School.

5. READING OF MINUTES
    1. Minutes from the December 5, 2017 City Council meeting.

6. UNFINISHED BUSINESS

7. REMARKS BY THE MAYOR
    1. November 2017 Building Report
    2. Recognize the recent Huntingdon College graduates.
    3. Recognize Daryl Mitchell - 2017 Ward 2 Community Service Award.
    4. Recognize Juanita Slaughter, Johnnie Mae Gibson, Shirley Farley, Peggy Baskin - Completed 1st Senior Tech Computer Session.

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

9. REPORT OF DISBURSEMENTS

10. COMMITTEE REPORTS

11. GENERAL BUSINESS
    1. Public Hearing - Weed Abatement Assessment - 1211 Old Columbus Rd.
    2. Public Hearing for Demolition - 111 S. Railroad Avenue.

12. AWARDING OF BIDS
    1. Design & Construction of Three-Sided Metal Building-OPS
    2. Sportsplex Road Extension - ENG

13. RESOLUTIONS
    1. Expense Reports from Various Departments.
    2. Designate City Personal Property Surplus & Authorize Disposal

3. Purchase-Furniture for New Fire Dept-State Contract #T390-FD
4. Weed Abatement Assessment - 1211 Old Columbus Rd.
5. Resolution for Demolition - 111 S. Railroad Avenue
6. FY2018 Appropriation Contract, Opelika Chamber of Commerce.
7. Utility Easement Encroachment, Agreement with Joe E. Simpkins
8. Geneva Street Sidewalk Improvements TAP Engineering Services
9. Geneva St Sidewalk Engineering Services General Fund
10. Mutual Aid Agreement with Electric Cities of Georgia (OPS)
11. Support Legislation for Licensing & Registration of All Child-Care Facilities and Child-Daycare Facilities.
12. Sportsplex Rd ROW Development Inducement Agreement, Morgan & Boothe.
13. FY2018 Appropriation Contract, Employers Child Care Alliance.

14. ORDINANCES
    1. Electric System Revenue Refunding Warrant, Series 2017 - 1St Reading.

15. APPOINTMENTS

16. ADJOURN

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/19/17 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2617

CM MINUTES (ID # 2617)

Minutes from the December 5, 2017 City Council meeting.

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street

December 5, 2017

TIME: 7:00 PM

1. Call to Order

Ms. 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

The invocation was provided by Councilman David Canon.

4. Pledge of Allegiance

Karson and Kyndall lead the 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.

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

6. Unfinished Business
7. Remarks By the Mayor

Mayor Fuller was absent do to being out of the country on an economic development trip for the City of Opelika.

8. Citizen Communications

(Limit comments to five minutes or less)

Suzanne Montgomery asked the status of the dilapidated houses at the end of 8th Street? Ms. Jones stated that Matt Mosley, Planning Director, had already left the meeting and asked Mr. Motley, City Administrator, to follow up with Mrs. Montgomery to answer her questions.

9. Report of Disbursements
10. Committee Reports
11. General Business
    1. Public Hearing for Demolition - 226 N. 30Th Street

    Mr. Shuman stated this public hearing was for the proposed demolition at 226 N. 30th Street. Ms. Jones opened the public hearing asking if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. Ms. Jones closed the public hearing.

Generated 12/8/2017 12:55 PM

12. Awarding of Bids
1. Bids 311-17 Fire-EMS Management System-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

13. Resolutions
1. Resolution 312-17 Expense report(s)

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

2. Resolution Order Demolition - 226 N. 30Th Street

RESULT:	**REMOVED FROM AGENDA [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

3. Resolution 313-17 1St Avenue Streetscape, ALDOT-TAP Grant Application.

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

4. Resolution 314-17 Approving Agreements with GRS Government Services LLC

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

5. Resolution 315-17 Signal Upgrade Change Order Number 1.

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. Resolution 316-17 Amend the Organizational Chart of the Accounting Department.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, 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 131-17-ORD Amend City Code, Floodplain Damage Prevention Ordinance - Inspection - 2nd Reading.

RESULT: **SECOND READING AND 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. Ordinance 132-17-ORD Lease real property to Eco-Site for radio/communications tower - 2nd Reading.

RESULT: **SECOND READING AND 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

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

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

16. Adjourn

The City Council meeting minutes of December 5, 2017 are hereby adopted and approved this the _____ day of ____________________, 2017.

/s/

____

President of City Council

City of Opelika, Alabama

ATTEST:

/s/

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn

This city council meeting ended at 7:21pm.

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/19/17 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 2627

MAYOR'S REMARKS (ID # 2627)

November 2017 Building Report

Planning Department - Building Inspections Division
Telephone 334-705-5420
Fax 334-705-5159

Rich in heritage, with a vision for the future

Monthly Permits For November, 2017

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	6	3
Plumbing Upgrades	2	3
Electrical Upgrades	2	9
Mechanical Upgrades	1	4
Reroofs And Roof Repairs	3	5
Mobile Home Services	0	3
Building Additions/Accessory Structures	0	3

Monthly Totals For November 2008-2017

2008	$13,871,789.00
2009	$6,215,139.00
2010	$7,430,085.00
2011	$4,222,300.00
2012	$10,335,637.00
2013	$4,029,750.00
2014	$7,735,315.00
2015	$4,185,739.00
2016	$11,620,185.00
2017	$5,289,615.75

Total Permits Issued:

3	New Buildings: Commercial	$1,318,422.00
6	Commercial Renovations And Repairs	$323,192.00
2	Signs	$2,800.00
15	New Single Family Homes	$3,528,264.75
6	Residential Repairs And Renovations	$116,937.00
	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
32	Total Building Permits Issued	$0.00

32	Total Permits Issued For November, 2017	**$5,289,615.75**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector

Planning Department - Building Inspections Division
Telephone 334-705-5420
Fax 334-705-5159

Rich in heritage,
with a vision
for the future

Fiscal Year To Date Report - 2018

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	10	6
Plumbing Upgrades	3	6
Electrical Upgrades	5	17
Mechanical Upgrades	1	10
Reroofs And Roof Repairs	3	10
Mobile Home Services	0	3
Building Additions/Accessory Structures	0	8

Yearly Totals For Oct. 1st - Sept. 30th	
2008	$127,407,288.00
2009	$67,359,271.00
2010	$96,662,342.00
2011	$45,352,237.00
2012	$178,221,004.00
2013	$61,881,917.00
2014	$79,409,560.00
2015	$192,080,600.00
2016	$127,079,852.00
2017	$166,673,506.00
2018	$11,053,306.75

Total Permits Issued:

9	New Buildings: Commercial	$4,201,872.00
10	Commercial Renovations And Repairs	$3,301,728.00
4	Signs	$107,000.00
24	New Single Family Homes	$9,739,631.75
18	Residential Repairs And Renovations	$392,700.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
65	Total Building Permits Issued	$12,453,316.00
65	Total Issued for FY 2018	$11,053,306.75

Jeff Kappelman
JEFF KAPPELMAN
Building Official

City of Opelika Building Inspections Department
November 2017 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
11/1/2017	4400 NORTHPARK DR MAX	SUNGWON ALABAMA CORP	Alteration	$ 45,000.00
11/1/2017	605 W TOWNE LAKE CIR	Russell Miles	Accessory Buildings	$ 4,400.00
11/2/2017	1203 CRAWFORD RD A	Morgan Foster	Alteration	$ 50,000.00
11/3/2017	706 E TOWNE LAKE CIR	CAM CONTRACTING	Roofs	$ 5,700.00
11/6/2017	412 E THOMASON CIR	SUPERIOR ROOFING CO	Roofs	$ 7,262.00
11/6/2017	500 E THOMASON CIR	SUPERIOR ROOFING CO	Roofs	$ 6,825.00
11/6/2017	2301 DUNLOP CIR	James Brantley	Alteration	$ 3,500.00
11/7/2017	2951 MILL LAKES RDG	HOMEWORKS OF ALABAMA INC	New Single Family Detached	$ 227,980.00
11/7/2017	1622 PEPPERELL PKWY 4	RFG MANAGEMENT GROUP, INC	Signs	$ 1,000.00
11/7/2017	1087 WILLOW VIEW DR ENT	HOMEWORKS OF ALABAMA INC	New Single Family Detached	$ 197,015.00
11/7/2017	1704 FREDERICK RD 4	Steve Benson	New	$ 274,000.00
11/8/2017	3606 DOUBLE EAGLE LN	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 172,969.00
11/8/2017	1110 GWYNNES'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	$ 254,804.00
11/8/2017	1108 GWYNNES'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	$ 153,346.90
11/13/2017	122 N 20TH ST 28	SUPERIOR ROOFING CO	Roofs	$ 47,145.00
11/15/2017	2004 YARBROUGH DR	WHATLEY CONSTRUCTION LLC	New	$ 594,422.00
11/15/2017	3700 ROBERT TRENT JONES TRL	HARRIS SECURITY SYSTEMS INC	Fire Alarm	$ 56,074.00
11/16/2017	3803 GRANITE CT	4 SEASONS HEAT & AIR OF LANETT	Addition	$ 18,659.00
11/16/2017	1515 2ND AVE N	GOM PRINTING & SIGNS	Signs	$ 1,800.00
11/16/2017	923 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	$ 259,784.00
11/16/2017	812 SHELBY AVE	Kyle King	Accessory Buildings	$ 1,593.00
11/16/2017	1203 CRAWFORD RD	WAYNES ROOFING	Roofs	$ 9,600.00
11/17/2017	2513 NORTHTOWNE DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 275,756.00
11/17/2017	2900 WYNDHAM INDUSTRIAL DR	Darren Bradham	New	$ 450,000.00
11/20/2017	3611 DOUBLE EAGLE LN	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 176,447.00
11/20/2017	1897 PALIN AVE	RLP HOMES	New Single Family Detached	$ 226,411.00
11/21/2017	909 BEAUFORD DR	CAM CONTRACTING	Roofs	$ 8,400.00

11/21/2017	2101 FREDERICK RD	WEBER CONSTRUCTION INC	Alteration	$ 75,000.00
11/27/2017	2500 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 222,719.00
11/27/2017	115 S 8TH ST 101	J MARSH ENTERPRISES INC	Alteration	$ 85,886.00
11/27/2017	721 DINGO DR	Jocelyn Vickers	Accessory Buildings	$ 2,385.00
11/27/2017	4802 PEBBLE SHORE DR	RIVERCHASE HOME LLC	New Single Family Detached	$ 324,460.00
11/27/2017	2704 COMPASS PT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	$ 279,004.00
11/28/2017	1000 WINCHESTER CT	STONE MARTIN BUILDERS	New Single Family Detached	$ 301,708.90
11/28/2017	901 BEAUFORD DR	STONE MARTIN BUILDERS	New Single Family Detached	$ 265,826.95
11/29/2017	3514 DOUBLE EAGLE LN	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	$ 190,033.00
11/30/2017	803 E TOWNE LAKE CIR	CAM CONTRACTING	Roofs	$ 8,900.00
11/30/2017	1000 BEAUFORD DR	CAM CONTRACTING	Roofs	$ 3,800.00
				$ 5,289,615.75

Jeff Kappelman

Jeff Kappelman
Chief Building Inspector

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/19/17 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2622

GENERAL BUSINESS (ID # 2622)

Public Hearing - Weed Abatement Assessment - 1211 Old Columbus Rd.

WEED ABATEMENT INVOICE

Date: 12/13/2017

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1211 Old Columbus Rd.
Opelika Al. 36801

Parcel # 10-05-21-0-000-071.000

On October 10, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 350.0

Certified mail: 12.98

Misc. ______

Total 362.98

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
1211 Old Columbus Rd, Parcel 43-10-05-21-0-000-071.000
==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1211 Old Columbus Rd., Parcel No. 071.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $362.98.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 19th day of December 2017.

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

Dated this the 13th day of December 2017.

____
Jerry Bush
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 12/19/17 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

GENERAL BUSINESS (ID # 2556)

DOC ID: 2556 A

Public Hearing for Demolition - 111 S. Railroad Avenue.

October 24, 2017

TO:

Elaine K. Kirschner
275 Gaitskell Lane
Alpharetta, GA 30022

Norman A. Koplon
40 Parkaire Crossing
Marietta, GA 30068

Jeffrey Simon
1312 Gwen Mill Road
Opelika, AL 36801

Rosalyn S. Rosenblum
208 North 3rd Street
Opelika, AL 36801

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

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Elaine K. Kirschner, Norman A. Koplon, Jeffrey Simon and Rosalyn S. Rosenblum are the owners of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 111 S Railroad Avenue, Opelika, AL 36801
Legal Description: Commencing at the Northeast corner of Section 7, Township 19, Range 27 and run thence South 2 degrees 0 minutes West, 991.2 feet to the Northerly margin of Jeter Street; run thence North 88 degrees 0 minutes West, along said Northerly margin of Jeter Street, 782 feet to the point of beginning of the lot herein to be described and conveyed; from said point of beginning run

thence North 2 degrees 0 minutes East, along the Westerly boundary line of William W. Noble lot, 122 feet; run thence North 88 degrees 0 minutes West, 77 feet, more or less, to the Easterly margin of South Railroad Avenue; run thence South 24 degrees 0 minutes West, 98 feet to the Northwesterly corner of lot sold by Yetta G. Samford to Charlie Goree; run thence South 88 degrees 0 minutes East, along the Northerly boundary line of said Goree lot, 92 feet; run thence South 2 degrees 0 minutes West, 33 feet, more or less, to the Northerly margin of Jeter Street; run thence South 88 degrees 0 minutes East, along the Northerly margin of Jeter Street, 25 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto appertaining.

Being the same property conveyed by warranty deed dated July 30, 1993 from Sylvester Huguley, Jr., to Sadie Simon, of record in Deed Book 1775, at Page 320 in the Office of the Judge of Probate of Lee County, Alabama.

Parcel Identification Number: 43-10-03-07-1-001-014.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on October 2, 2017. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, December 19, 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: **Elaine K. Kirschner**
275 Gaitskell Lane
Alpharetta, GA 30022

Norman A. Koplon
40 Parkaire Crossing
Marietta, GA 30068

Jeffrey Simon
1312 Gwen Mill Road
Opelika, AL 36801

Rosalyn S. Rosenblum
208 North 3rd Street
Opelika, AL 36801

Parcel #: 10-03-07-1-001-014.000
Property Address: 111 S. Railroad Avenue
Opelika, AL 36801

Date of Notice: October 24, 2017

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

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

Exterior:
- **Replace roof.**
- **Replace all rotted out siding.**
- **Replace the rotted fascia boards.**
- **Install a door at crawl space.**
- **Install a support pier at left rear corner**
- **Replace missing exterior door at back side with exterior rated door.**

- **<u>Stairways:</u> Rebuild rear entry stairs with a min width of 36", max rise of 7 ¾", min tread depth of 10", Handrail 34" to 38" above tread nosing. Guardrail 36" min height with balusters spaced such that a sphere 4" in diameter cannot penetrate. The open side of a stairway can have a guardrail no less than 34" in height and not more than 36". Handrails need to be a graspable type. Add handrails and guardrails to front steps and front porch.**
- **Replace missing guardrail at deck.**
- **Replace all rotted out deck boards.**
- **<u>Windows:</u>**
- **Repair/replace all broken windows.**
- **Windows must be operable and have locking hardware.**

Electrical: Have a licensed Electrician install a new electric service. There needs to be smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V

circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back. All electrical work must be done by a licensed electrical contractor. Permit required.

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

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

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

Dated this the 24th Day of October, 2017.

Sincerely,

David R. Chapman
Building Inspector

111 S. Railroad Avenue


10/02/2017


10/02/2017


10/02/2017


10/02/2017


10/02/2017

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 317-17

Meeting: 12/19/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2618

Design & Construction of Three-Sided Metal Building-OPS

RESOLUTION NO. ___________

WHEREAS, the Purchasing Department solicited bids for a contract for Design and Construction of Three-Sided Metal Building for Opelika Power Services; and

WHEREAS, J A Lett Construction Co., Inc. was the lowest responsible bidder meeting specifications; and

WHEREAS, this is a budgeted contract;

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

1. That the contract be awarded to J A Lett Construction Co., Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to J A Lett Construction Co., Inc. in the amount of $74,921.00.

3. That the Controller is authorized to adjust the budget as necessary for this contract.

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

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

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

ATTEST:

____

Robert G. Shuman, CMC
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bids – Bid #18005 – We are asking the council to approve a contract for Design and Construction of Three-Sided Metal Building for Opelika Power Services Facility

FACTS:

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

RECOMMENDATION:

- **Recommend the contract be awarded to J A Lett Construction Co., Inc. on their low bid meeting specifications in the amount of $74,921.00.**

BID# 18005 DATE: 11/13/17 DEPT: POWER SERVICES — **18 VENDORS INVITED**

DESCRIPTION: DESIGN AND CONSTRUCTION OF THREE-SIDED METAL BUILDING — **2 BIDS RECEIVED**

ITEM 1: COST OF MATERIALS
ITEM 2: LABOR CONSTRUCTION OF FOUNDATION
ITEM 3: LABOR CONSTRUCTION OF THREE-SIDED METAL BUILDING

VENDOR	ITEM 1	ITEM 2	ITEM 3	TOTAL	DISC/TERMS	BEGIN DATE	COMPLETION DATE
BAILEY-HARRIS CONSTRUCTION CO							
COMARK BUILDING SYSTEMS INC							
DAFOR PARK STRUCTURES							
D'BABS CONSTRUCTION INC							
FIRST TEAM CONSTRUCTION CO INC							
HUDMON WELDING & MACHINE CO INC							
J A LETT CONSTRUCTION CO INC	**$ 55,026.00**	**$ 6,122.00**	**$ 13,773.00**	**$ 74,921.00**	**--**	**60 days**	**30 days**
JONES, ETHERIDGE & THOMLINSON							
LONG BUILDERS INC							
MODULAR CONNECTIONS LLC							
OLDCASTLE PRECAST INC							
PROSYSTEMS ELITE CONSTRUCTION LLC							
SCF BUILDINGS A&O LLC							
THRIFTY BUILDINGS OF OPELIKA INC							
TYSON METAL WORKS INC							
WHATLEY CONSTRUCTION CO							
WILHITE TRAILER & AUTO SALES							
WILLIAMS SCOTSMAN INC							
TripTek Construction LLC	$ 59,800.00	$ 8,000.00	$ 17,000.00	$ 84,800.00	1% Net 10	70 days	21 days

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 318-17

Meeting: 12/19/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2624

Sportsplex Road Extension - ENG

RESOLUTION NO. ____________

WHEREAS, the Purchasing Department opened sealed bids for the Sportsplex Road Extension for the Engineering Department; and

WHEREAS, W.S. Newell & Sons, Inc. submitted the lowest bid meeting specifications; and

WHEREAS, funds are budgeted from the 2011 Road Construction Fund;

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

1. That the contract be awarded to W.S. Newell & Sons, Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to W.S. Newell & Sons, Inc. in the amount of $1,679,373.50.

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

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

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bids – Bid #18007 – We are asking the council to approve a contract for the Sportsplex Road Extension

FACTS:

- Bid opening date – 12/12/17
- User Department – Engineering
- The bid was mailed to 11 vendors
- 8 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to W.S. Newell & Sons, Inc. on their low bid meeting specifications in the amount of $1,679,373.50.**

BID# 18007 DATE: 12/12/17 DEPT: ENGINEERING			15 VENDORS INVITED
DESCRIPTION: SPORTSPLEX ROAD EXTENSION			8 BIDS RECEIVED

VENDOR	TOTAL	DISC	TERMS	
W S NEWELL & SONS INC	**$ 1,679,373.50**			
CHRIS CLARK GRADING & PAVING	$ 1,701,733.75			
ROBINSON PAVING CO	$ 1,731,120.41			
D & J ENTERPRISES	$ 1,907,416.85			
Alexander Contracting Co., Inc.	$ 1,937,193.42			
Hudmon Construction	$ 1,972,382.60			
Landmark Grading Co., Inc.	$ 2,057,319.29	Deduct $35,000.00		
Newell Roadbuilders, Inc.	$ 2,311,947.10			
Baker Grading, Paving & Seal Co. Inc.	No bid			
East Alabama Paving Co. Inc.	No bid			
Gary Ingram Grading and Paving	No bid			
JLD Enterprises LLC	No bid			
PFM Inc.	No bid			
Scott Hanners	No bid			
Souther Contractors LLC	No bid			

RESOLUTION NO. 319-17

Expense Reports from Various Departments.

RESOLUTION NO. _________

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

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

Employee	Department	$ Amount
------------------------------	--	
Tiffany Gibson-Pitts	City Council	368.64
Derek Lee	OPS	325.40
Chico Rego	P&R	147.13

) 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 Tiffany Gibson-Pitts

DEPARTMENT

Department City Council

PERIOD ENDING 12/5/17

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS: LUNCH	BUSINESS MEALS: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE 11/14						~~184.57~~ 184.32						184.57
WED												0.00
THU												0.00
FRI												0.00
SAT 11/18						~~184.57~~ 184.32						184.57
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	~~369.14~~ 368.64	0.00	0.00	0.00	0.00	0.00	~~369.14~~ 368.64

WEEKLY TOTAL EXPENSES $ 368.64

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS
	5/8 344.51				

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
National League of Cities Conference

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

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT 184.32
11/14	Opelika, AL-Charlotte, NC 345 miles	~~184.57~~
11/18	Charlotte, NC-Opelika, AL 345 miles	~~184.57~~ 184.32

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE [signature] 12/5/17

APPROVED BY [signature]

EXPENSE REPORT

NAME
Derek S. Lee

DEPARTMENT
OPS

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS: LUNCH	BUSINESS MEALS: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU	Washington D.C		325.40									325.40
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	325.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	325.40

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
2 Days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0%

NATURE OR PURPOSE OF TRAVEL
Tickets for the Mayor and Derek to fly to Washintion for the Legislative Rally

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☑ MAIL TO

Derek S. Lee @ OPS

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Derek S. Lee
SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Name Chico Rego

DEPARTMENT Department Park & Rec

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS: LUNCH	BUSINESS MEALS: DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI	Biringham , Al										73.83	73.83
SAT	Biringham , Al										73.30	73.30
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147.13	147.13

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

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Swim Meet in Birmingham, AL

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☐ MAIL TO

Send check to sportsplex

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
11/17	MILEAGE	73.83
11/18	MILEAGE	73.30

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Approved To Go ... Expenditure ... Ok To Pay ... A/C # Verified

SIGNATURE

APPROVED BY

RESOLUTION NO. 320-17

Designate City Personal Property Surplus & Authorize Disposal

RESOLUTION NO. ________

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	2007 Grass Hopper 227 Zero Turn Mower	87002434

SECTION 2. That the Mayor is hereby authorized and directed to dispose of the personal property owned by the City of Opelika, Alabama, described in Section 1 above. If any such property has marketable value, the Mayor shall receive bids or quotations for such property and shall sell the same to the highest bidder. If the property has no marketable value, the Mayor may dispose of such property in the most economical and feasible manner available to him.

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

President pro-tem of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 321-17

Purchase-Furniture for New Fire Dept-State Contract #T390-FD

RESOLUTION NO. ____________

WHEREAS, the Fire Department desires to purchase furniture for the new facility utilizing the State of Alabama Contract #T390; alleviating the necessity of sealed bids; and

WHEREAS, OFS Brands Holdings, Inc. is the State vendor with Alabama Office Supply being the assisted dealer; and

WHEREAS, funds are budgeted from Unassigned Funds;

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

1. That purchase be awarded to OFS Brands Holdings, Inc.; Alabama Office Supply as the assisted dealer.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to OFS Brands Holdings, Inc.; Alabama Office Supply as the assisted dealer in the total amount of $71,888.19.

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

AOS Place To Do Business

PROPOSAL

Alabama Office Supply
201 S 8th Street • P.O. Box 467
Opelika, AL 36803-0467
Phone (334) 749-3456 • Fax (334) 749-5583
wakea@alaoffice.com • www.alaoffice.com

TO	New Fire Department	PROPOSAL NO.	
	City Of Opelika	DATE	December 8, 2017
		CUSTOMER ID	
		EXPIRATION DATE	

DESCRIPTION	QUANTITY	UNIT PRICE	LINE TOTAL
OFFICES			
Indiana "Phoenix" *Exec L Desk Units W/21-2448LP/RP*	6	$1,943.55	$11,611.30
Office Master YS88/KR32 *Desk Chair*	6	$385.80	$2,314.80
Fairfield 6016-01 *Guest Chairs Grade H*	12	$464.50	$5,574.00
ESR128371 *Floor Mats*	6	$69.00	$414.00
Indiana 21-1622CD *Pencil Drawers*	6	$150.02	$900.12
HON H10530 *Personal Wardrobe/ Storage Cabinet*	6	$1,075.59	$6,453.54
CHIEFS OFFICE			
Indiana Phoenix *Exec L Desk Unit 21-3672RP 21-2448 LF*	1	$1,997.81	$1,997.81
Indiana 21-1622CD *Center Drawer*	1	$150.02	$150.02
RFM 4585/09A *Desk Chair Grade D*	1	$696.80	$696.80
Fairfield 6016-01 *Guest Chair Grade H*	2	$464.50	$929.00

Indiana 21-2036L2 *2 Drawer Lateral File*	1	$898.80	$898.80
Indiana 21-1636TU *Bookcase Hutch*	1	$576.37	$576.37
Indiana 21-4242CT *W/01-2020CB* *42" Round Conference Table*	1	$972.29	$972.29
Fairfield 6016-01 *Conference Chairs Grade H*	4	$464.50	$1,858.00
ESR 128371 *Chair Mat*	1	$69.00	$69.00
HON H10530 *Personal Wardrobe/ Storage Cabinet*	1	$1,075.59	$1,075.59
RECEPTION			
Office Master YS88/KR200 *Desk Chair Grade 3 Stage/ Opera*	1	$385.80	$385.80
WATCHROOM			
Office Master YS88/KR32 Grade 3 - Stage/Opera	2	$385.80	$771.60
KITCHEN			
9 To 5 1210-GT *Dining Chairs Grade B Canter*	20	$202.50	$4,050.00
9 To 5 Seating *1210-ST30* *Bar Stools 30" Grade B-Canter*	3	$297.00	$891.00
Kingston Table *36*96 Dining Tables*	2	$498.00	$996.00
FILE ROOM			
HON HS72ABC-P *Bookcases*	3	$224.40	$673.20
HON H684 LP *4 Drawer Lateral Files*	4	$625.26	$2,501.40
HON H1321/HBBX36 *36" Round Work Table*	1	$285.60	$285.60

9 To 5 1210-GT *Armless Chairs Grade B- Canter*	2	$202.50	$405.00
CONFERENCE ROOM Special T Olympus 36*144 *One Piece Top*	1	$1,452.55	$1,452.55
9 To 5 1460-Y1-A10 *Conference Chairs Grade B - Canter*	12	$310.50	$3,726.00
DAY ROOM			
Fairfield 1404-01 *Club Chairs Grade H*	10	$910.54	$9,105.40
Existing Table	1		N/C
DORM ROOMS			
Twin XL Beds *17" Frame W/ Storage* *W/ XL Twin Mattress*	12	$484.60	$5,815.20
Night Stand V4514	12	$159.00	$1,908.00
9 To 5 1210-GT Occasional Chair Grade B	12	$202.50	$2,430.00

Pricing Per State of Alabama T390

Office Master @40% off list
Indiana @ 48% off list
Fairfield @ 47% off list
9 To 5 Seating @ 46% off list
RFM @ 45% off list
HON @ 49% off list

Pricing includes: all freight/delivery/ installation

SUBTOTAL	$71,888.19
SALES TAX	N/A
TOTAL	$71,888.19

TERMS	F.O.B.	EST. SHIP DATE	TAX INCLUDED	INSTALLED
Net 30 days	Pre-paid		N/A	Yes

BY: ______________________
Managing Partner, Wake Asbury

State of Alabama Assisting Dealers

#T390

Opelika

Alabama Office Supply

201 S 8th Street

Opelika, AL 36801

Wake Asbury

wakea@aaoffice.com

334-749-3456

RESOLUTION NO. 322-17

Weed Abatement Assessment - 1211 Old Columbus Rd.

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1211 Old Columbus Rd, Parcel No. 071.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 1211 Old Columbus Rd., parcel no. 071.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1211 Old Columbus Rd., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 19th day of December 2017 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $362.98 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1211 Old Columbus Rd., Parcel no. 071.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-05-21-0-000-071.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

ADOPTED AND APPROVED this the __________ day of ____________________, 2017.

____

President Pro-Tem of the City Council

City of Opelika, Alabama

Attest:

____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 12/13/2017

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1211 Old Columbus Rd.
Opelika Al. 36801

Parcel # 10-05-21-0-000-071.000

On October 10, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 350.0

Certified mail: 12.98

Misc. ______

Total 362.98

RESOLUTION NO. 323-17

Resolution for Demolition - 111 S. Railroad Avenue

RESOLUTION NO. _______

RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR

STRUCTURE LOCATED AT 111 S RAILROAD AVENUE, OPELIKA, ALABAMA 36801, PARCEL ID NO.: 43-10-03-07-1-001-014.000 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 111 S Railroad Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-1-001-014.000, (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, Elaine K. Kirschner, Norman A. Koplon, Jeffrey Simon and Rosalyn S. Rosenblum 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, Sadie Simon, deceased, is the person last assessing the subject property for state taxes; and

WHEREAS, a "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" was sent via certified mail, properly addressed, and postage prepaid to Elaine K. Kirschner, 275 Gaitskell Lane, Alpharetta, GA 30022; Norman A. Koplon, 40 Parkaire Crossing, Marietta, GA 30068; Jeffrey Simon, 1312 Gwen Mill Road, Opelika, AL 36801 and Rosalyn S. Rosenblum, 208 North 3rd Street, Opelika, AL 36801; and

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

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

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

WHEREAS, Tuesday, December 19, 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 111 S Railroad Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, December 19, 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 111 S Railroad Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 111 S Railroad Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-1-001-014.000, 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:

> Commencing at the Northeast corner of Section 7, Township 19, Range 27 and run thence South 2 degrees 0 minutes West, 991.2 feet to the Northerly margin of Jeter Street; run thence North 88 degrees 0 minutes West, along said Northerly margin of Jeter Street, 782 feet to the point of beginning of the lot herein to be described and conveyed; from said point of beginning run thence North 2 degrees 0 minutes East, along the Westerly boundary line of William W. Noble lot, 122 feet; run thence North 88 degrees 0 minutes West, 77 feet, more or less, to the Easterly margin of South Railroad Avenue; run thence South 24 degrees 0 minutes West, 98 feet to the Northwesterly corner of lot sold by Yetta G. Samford to Charlie Goree; run thence South 88 degrees 0 minutes East, along the Northerly boundary line of said Goree lot, 92 feet; run thence South 2 degrees 0 minutes West, 33 feet, more or less, to the Northerly margin of Jeter Street; run thence South 88 degrees 0 minutes East, along the Northerly margin of Jeter Street, 25 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto appertaining.
>
> Being the same property conveyed by warranty deed dated July 30, 1993 from Sylvester Huguley, Jr., to Sadie Simon, of record in Deed Book 1775, at Page 320 in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-10-03-07-1-001-014.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the _____ day of ___________________ 2017.

____

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

ATTEST:

____

CITY CLERK

Cc: Elaine K. Kirschner
275 Gaitskell Lane
Alpharetta, GA 30022

Norman A. Koplon
40 Parkaire Crossing
Marietta, GA 30068

Jeffrey Simon
1312 Gwen Mill Road
Opelika, AL 36801

Rosalyn S. Rosenblum
208 North 3rd Street

RESOLUTION NO. 324-17

FY2018 Appropriation Contract, Opelika Chamber of Commerce.

RESOLUTION NO. _____________

RESOLUTION APPROVING CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE OPELIKA CHAMBER OF COMMERCE, INC.

WHEREAS, The Opelika Chamber of Commerce, Inc., (hereinafter called the "Chamber") operates a non-profit corporation which advocates on behalf of local businesses and promotes the local community; and

WHEREAS, the Chamber has helped strengthen the community by providing services promoting professional development, business growth and community pride; and

WHEREAS, the Chamber offers local business owners and individuals a wide variety of educational, personal growth and social programs; and

WHEREAS, the Chamber enriches the businesses and individuals of this community and fosters opportunities for business growth; and

WHEREAS, the Chamber offers information about the City and its events to help people make informed decisions about moving to Opelika; and

WHEREAS, the City of Opelika, Alabama (hereinafter the "City") desires to contract with the Chamber for the provision of services to the businesses and individuals of this community; and

WHEREAS, a proposed Contract for Services (hereinafter the "Contract") to be entered into between the City and the Chamber has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Contract; and

WHEREAS, the City Council has determined that there are public purposes for contracting with the Chamber and appropriating public funds to the Chamber, including but not limited to the provision of educational, business enrichment and marketing programs for local businesses and individuals.

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

1. That the City Council hereby finds and declares that the expenditure of public funds as authorized in the Contract serves a public purpose by making available a wide variety of educational, business enrichment programs and promoting services for local businesses and individuals.

2. That the proposed Contract for Services to be entered into between the City and the Chamber, a copy of which is attached hereto as Exhibit "A", is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Contract.

3. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Contract for Services and such other ancillary documents and certificates as may be necessary to carry into effect the purpose and intent of said Contract and to carry out fully the transactions contemplated therein on behalf of the City.

4. That of the total appropriation authorized herein, the sum of $60,000 is included

in the budget for the current fiscal year.

5. That the Mayor and Controller are hereby authorized to make all necessary accounting and budget entries to carry into effect the intent of the provisions of this Resolution and the attached Contract.

6. 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 Contract.

7. 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

STATE OF ALABAMA
COUNTY OF LEE

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE OPELIKA CHAMBER OF COMMERCE, INC.

THIS CONTRACT is made and entered into by and between **THE CITY OF OPELIKA, ALABAMA,** a municipal corporation (hereinafter referred to as the "City") and **THE OPELIKA CHAMBER OF COMMERCE, INC.,** a non-profit organization (hereinafter referred to as "Chamber").

For and in consideration of the mutual covenants hereinafter contained, the parties hereby covenant, agree and bind themselves as follows:

1. Term. The term of this Contract shall be for a period of one (1) year commencing October 1, 2017 and ending September 30, 2018. At the end of each year, this Contract may be renewed by mutual agreement between the parties.

2. Scope of Services. The Chamber agrees to provide the City with the following services:

(a) Serve as an information agency and point of contact for the City and for persons who are referred by the City or who contact the Chamber office.

(b) Assist the City in promoting the overall image/brand of the community. Assist the City's Community Relations Department in publicizing community events as well as coordinating different social media avenues and strategies with City departments.

(c) Assess issues of concern to local businesses and individuals and assist with promoting a healthy climate within the community.

(d) Provide advice and information to existing businesses that may wish to remain or expand in Opelika. Coordinate with the City's Economic Development Department to assist in business retention and expansion.

(e) Actively engage in assisting businesses, agencies and organizations with workforce development as well as continuing workforce initiatives of the Chamber.

(f) Develop and maintain strong working relationships with the Opelika Parks and Recreation Department, the Mayor's office, Economic Development, Opelika Police Department and Opelika Fire Department.

(g) Develop and operate community-based leadership programs for all ages to build skills and support the development of emerging leaders (i.e. Young Leaders, 20 Under 40 and Leadership Lee County).

(h) Work with City staff to build mutually beneficial relationships with national, state and regional entities and assist with hosting State of Alabama and City legislative forums/receptions.

(i) Provide accurate and timely information to businesses about the City's licensing, tax and revenue requirements. The Chamber will also host events to provide technical assistance to businesses interested in locating in Opelika or remaining in Opelika.

(j) Serve as an information center during elections and answer questions about voting in the City. Conduct the candidate forum for each municipal election.

(k) Host visiting groups to the City by providing tours, answering questions and arranging meetings with appropriate persons in an effort to maintain good relations and present the City as an example for others to emulate.

(l) Host State of the City luncheon as well as other events that keep our citizens informed about pertinent City issues.

(m) Build and maintain solid relationships with higher education institutions in order to further our community including, but not limited to Southern Union to run the Career Discovery Program.

(n) Maintain a strong partnership with Opelika City Schools by helping the City promote the school system and assisting with special programs that will benefit the community, specifically relating to workforce development issues.

(o) Assist the City in working with existing industry and other services pertinent to the expansion of said industry to the benefit of the City including, but not limited to providing materials for future employees and newly relocated management individuals. In addition, work with the Community Relations Department and Economic Development in promoting and announcing economic growth and news as well as assisting with industry tours. Provide statistics and data based on the Cost of Living survey.

(p) Plan and prepare for intercity visits as requested by the mayor and/or City Council.

(q) Assist when needed with retail recruitment.

(r) Receive, study and respond to all mail and inquiries which are directly or indirectly sent to the City by potential visitors, business and professional people, school children from all over the United States and the world, research and survey agencies and various outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, military establishments, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals and paramedical services, churches, climatic conditions (geographical, business and social), laws and statutes, courts, local community and governmental services, taxes and licenses.

(s) Assist potential new and expanding businesses, agencies and institutions, and people moving to the area including, but not limited to relocation packets and information needed on a case-by-case basis.

(t) Operate a welcome center via agreement with the Auburn Opelika Tourism Bureau and assist with special community events.

(u) Promote and manage the community Christmas parade.

(v) Assist community organizations with pertinent projects in an effort to promote growth, create community pride, create positive community values and enhance the City's image, including working with service organizations, arts organizations, business organizations and others.

(w) Provide an organizational framework in which local leaders can act, respond or participate in programs and activities which will advance the economic well-being of the entire Opelika community including, but not limited to industry, commercial/retail establishments, service/professional firms, education, agriculture, cultural arts, workforce development, business advocacy and many other components involved in community growth and progress.

(x) Provide support, training, counseling, and other services required for local businesses of all types to establish, expand and prosper for the mutual benefit of the City and said businesses.

(y) Develop and distribute maps, charts, photos, brochures, etc., promoting the City of Opelika.

(z) Manage, plan, conduct and publicize ribbon-cuttings for new businesses.

3. Compensation for Services. As compensation for the services rendered hereunder, the City agrees to pay or provide funds to Chamber for a term of one (1) year the sum of $60,000.00, commencing on October 1, 2017, payable in monthly installments of $5,000 each on the 15th day of each month during said annual term commencing October 1, 2017.

4. Chamber Responsibility. Notwithstanding any of the provisions of this Contract, it is agreed that the City has no financial interest of the Chamber and shall not be liable for any debts or obligations incurred by the Chamber, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Chamber, nor shall the Chamber at any time use the name or the credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever. The Chamber shall be solely responsible for the complete operation of its programs and activities and for the conduct of all of its employees, volunteers, invitees, members, participants and other persons under the Chamber's supervision and control. The Chamber shall be responsible for providing, at its sole cost and expense, all equipment, furnishings and supplies needed in the operation of its programs and activities. The Chamber agrees to provide adequate staffing to carry out its obligations under this Contract.

5. Independent Contractor Status. The Chamber in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or the manner in which services by the Chamber are provided herein, but on the contrary, the Chamber shall be wholly responsible therefor.

6. Assignment. The Chamber shall not assign or transfer this Contract or any rights or privileges granted herein without the prior written consent of the City.

7. Compliance with Laws. The Chamber agrees to comply with all local, state and federal laws while performing under the terms of this Contract.

8. Default. The Chamber agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Chamber, the City may, at its option, terminate and cancel this Contract.

9. Prohibited Activities. The Chamber agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office in the City of Opelika. The Chamber shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, or physical or mental handicap.

10. Intent of Agreement. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and no other agreement, statement or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

11. Governing Law. The validity of this Contract and its terms and provisions as well as rights and duties of the parties hereunder shall be governed by the laws of the State of Alabama.

12. Entire Agreement. The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed and have caused this Agreement to be dated as of December ____, 2017.

THE CITY OF OPELIKA, ALABAMA

By:________________________________
GARY FULLER, ITS MAYOR

ATTEST:

____
ROBERT G. SHUMAN, CITY CLERK

THE OPELIKA CHAMBER OF COMMERCE, INC.,
A NON-PROFIT CORPORATION

BY:_________________________________
ITS CHAIRMAN,
BOARD OF DIRECTORS

ATTEST:

____
ITS PRESIDENT

The Opelika Chamber of Commerce has engaged in a contract agreement to provide services for the citizens and visitors of Opelika, these services shall include, among others:

1. Serve as the information agency for the City and for all people who are referred by the City and who come into the Chamber Office but who would otherwise have to call upon the City for the service and information.
2. Assist city in promoting the overall image/brand of the community. Assist city PR department in publicizing events and news about the city. Work alongside city in engaging media outlets as well as coinciding social media avenues, calendars and websites.
3. Engage citizens/businesses to determine needs/desires/wants to achieve an overall community goal.
4. Work to foster business retention which results in tax revenue to the city. To include keeping abreast of small business issues.
5. Actively engage in assisting pertinent organizations with workforce development as well as maintain initiatives originated from the Chamber.
6. Maintain supportive relationships with Opelika Parks and Recreation, Mayors Office, Economic Development, Police Department and Fire Department.
7. Operate leadership programs for all ages to provide the city with strong individuals to maintain a successful community as well as a future strong, growing community with qualified individuals. Examples: Young Leaders, 20 Under 40 and Leadership Lee County.
8. Work alongside the city in mutual governmental relation situations as well as hosting state and city legislative forums/receptions.
9. Prepare businesses for everything they need before they reach the Revenue Department so that they are well informed and ready as well as host events that inform potential businesses of what they need to perform a service in the city.
10. Serve as the information center during voting times and take queries related to voting in the city of Opelika. Run the candidate forum for each city election.
11. Host visiting groups to the city to perform tours, answer questions, arrange meetings with pertinent people all in an effort to maintain good relations and present our city as an example for others to emulate.
12. Host State of the City luncheon as well as other events that keep our citizenry informed of pertinent city subject matter.
13. Build and maintain solid relationships with higher education institutions in order to further our community. This includes the assistance provided to Southern Union to run the Career Discovery program.
14. Maintain a strong partnership with Opelika City Schools to not only help the city promote them but assist with special programs that will benefit the community to specifically include workforce development issues.

15. Assist the City in working with existing industry and other services pertinent to the expansion of said industry and benefit of the City. To include providing materials for future employees and newly relocated management individuals. In addition, work with PR department and economic development in promoting and announcing economic growth and news as well as assisting with industry tours. Continue to provide statistics and data based on the Cost of Living survey.
16. Plan and prepare for intercity visits as requested by the Mayor and/or city council.
17. Assist when needed with retail recruitment.
18. Receive, study, and respond to or answer all mail and inquires which are directly or otherwise sent to the City by potential visitors, business and professional people, school children from all over the United States and world, research and survey agencies and a myriad of outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, military establishments, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals and paramedical services, churches, climatic conditions (geographical, business and social), laws and statutes, courts, local community and governmental services, taxes and licenses.
19. Assist potential new and expanding business, agencies and institutions, and people moving to the area. To include relocation packets and information needed on a case by case basis.
20. Operate a Welcome Center via agreement with the Auburn Opelika Tourism Bureau. Also assist with special events that come to the area i.e. Barbasol Tournament or any equivocal replacement.
21. Execute the community Christmas parade in conjunction with the Opelika Police Department.
22. Assist community organizations with pertinent projects in an effort to help growth, create pride, change mindsets, create community value and enhance city image. This is to include service organizations, arts organizations, business organizations and more.
23. Provide an organizational framework in which local leaders can act, respond, or participate in programs and activities which will advance the economic well-being of the entire Opelika community. The areas involved would include, but are not limited to industry, commercial/retail establishments, service/professional firms, education, agriculture, cultural arts, workforce development, business advocacy, and many other components involved in community growth and progress.
24. Provide support training, counseling, and other services required for local businesses of all types to establish, expand and prosper for the mutual benefit of the City and said businesses.
25. Develop and secure maps, charts, photos, brochures, etc. about Opelika for extensive distribution.
26. Manage, plan, conduct, and publicize ribbon-cuttings for new businesses.

RESOLUTION NO. (ID # 2628)

Utility Easement Encroachment, Agreement with Joe E. Simpkins

STATE OF ALABAMA

COUNTY OF LEE

UTILITY ENCROACHMENT AGREEMENT

THIS UTILITY ENCROACHMENT AGREEMENT (hereinafter the "Agreement") is made and entered into at Opelika, Alabama this the _____ day of _________, 2017, by and between **JOE E. SIMPKINS** (hereinafter referred to as the "Owner") and **THE CITY OF OPELIKA, ALABAMA,** a municipal corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Owner owns the real property located at 1501 Sandray Drive described as Lot 21 of Oakbridge Subdivision, according to and as shown by map or plat thereof of record in Town Plat Book 17 at Page 70 in the Office of the Judge of Probate of Lee County, Alabama (the "Property"); and

WHEREAS, the Property is encumbered by a permanent 20-foot-wide drainage easement (the "Easement"); and

WHEREAS, an underground drainage pipe exists within the Easement, which allows storm water runoff to flow through the subdivision and surrounding areas; and

WHEREAS, the Owner has installed an above-ground pool which protrudes approximately 2 1/2 feet into the Easement as shown on the attached drawing (the

"Encroachment Area"); and

WHEREAS, the Owner has made application to the City Council for an encroachment permit under which the Owner will be granted permission to encroach into a portion of the Easement.

AGREEMENT

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement in their entirety.

2. **Grant of License.** The City hereby grants to the Owner a temporary and non-exclusive license, privilege and permission to use the Encroachment Area described above for the maintenance of an above-ground pool. The Owner agrees that he will not expand or enlarge the size of the pool without the written consent of the City.

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

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

5. **No Interest in Land.** The Owner hereby acknowledges title of the City to the Easement described above and agrees never to assail, resist or deny such title. The Owner

understands, acknowledges and agrees that this Agreement does not create an interest or estate in the Owner's favor in the Easement. The City retains legal possession of the full boundaries of the Easement, and this Agreement merely grants to the Owner a privilege to use the Encroachment Area described above throughout the term of this Agreement.

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

7. **Maintenance.** As an important condition of the City's agreeing to this License, the Owner agrees that the above-ground pool described herein shall be maintained at all times in a safe, neat, sightly, and good physical condition in accordance with all requirements of the City's ordinances and building codes. During the term of this Agreement, the Owner shall, at the Owner's sole cost and expense, maintain the Encroachment Area and the above-ground pool thereon in good condition and in compliance with any applicable requirements of law. The City shall be the sole judge of the quality of the maintenance and, upon written notice of the City stating in general terms how and in what manner maintenance is required, the Owner shall be required to perform such maintenance. If the Owner shall fail to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by the Owner. The Owner covenants and agrees to reimburse the City its full cost and expense for such maintenance.

8. **Compliance With Law.** The Owner shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area

and the Owner's use thereof. The Owner agrees and warrants that he shall procure any licenses, permits or permission as required by law, if any, to conduct or engage in the use of the Encroachment Area described herein. The Owner shall perform under this Agreement in accordance with all applicable legal requirements.

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

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

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

12. **Removal of Encroachments upon Repair and/or Replacement of Drainage Pipe.** In the event that it shall become necessary for the City to repair, maintain and/or replace the drainage pipe within the Encroachment Area, the Owner, at the City's direction and at the Owner's sole expense, shall remove the above-ground pool (the encroachment) so as to allow the City to repair, maintain and/or replace the drainage pipe.

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

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

To the City:	To the Owner:
Mayor	Joe E. Simpkins
City of Opelika	1501 Sandray Drive
P.O. Box 390	Opelika, AL 36801
Opelika, AL 36803	

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF OPELIKA, ALABAMA

By:________________________________

GARY FULLER, ITS MAYOR

ATTEST:

____

CITY CLERK

STATE OF ALABAMA

COUNTY OF LEE

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

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

____

NOTARY PUBLIC

MY COMMISSION EXPIRES:_______

____

JOE E. SIMPKINS

STATE OF ALABAMA

COUNTY OF LEE

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

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

____

NOTARY PUBLIC

MY COMMISSION EXPIRES:_______

RESOLUTION NO. ______________

RESOLUTION APPROVING UTILITY ENCROACHMENT

AGREEMENT WITH JOE E SIMPKINS

WHEREAS, Joe E. Simpkins (hereinafter referred to as “Owner”) is the owner of the real property located at 1501 Sandray Drive described as Lot 21 of Oakbridge Subdivision (the “Property”); and

WHEREAS, the Property is encumbered by a permanent 20-foot-wide drainage easement; and

WHEREAS, the Owner has requested permission of the City to maintain an above-ground pool which intrudes approximately 2.5 feet into the drainage easement; and

WHEREAS, the protruding pool does not interfere with the effectiveness of the stormwater drainage system; and

WHEREAS, a Utility Encroachment Agreement (hereinafter referred to as the "Agreement") has been prepared and submitted to the City Council for approval and the City Council has determined that it is in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the City Council is willing to grant to Owner a license to use and maintain the existing above-ground pool subject to the covenants and conditions contained in said Agreement.

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

1. That the proposed Utility Encroachment Agreement to be entered into between the City and Joe E. Simpkins, a copy of which is attached hereto as Exhibit "A", is hereby approved, authorized, ratified and confirmed.

2. That the Mayor is hereby authorized and directed to execute and deliver said Utility Encroachment Agreement in the name and on behalf of the City, and the City Clerk is hereby authorized to attest the same.

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

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

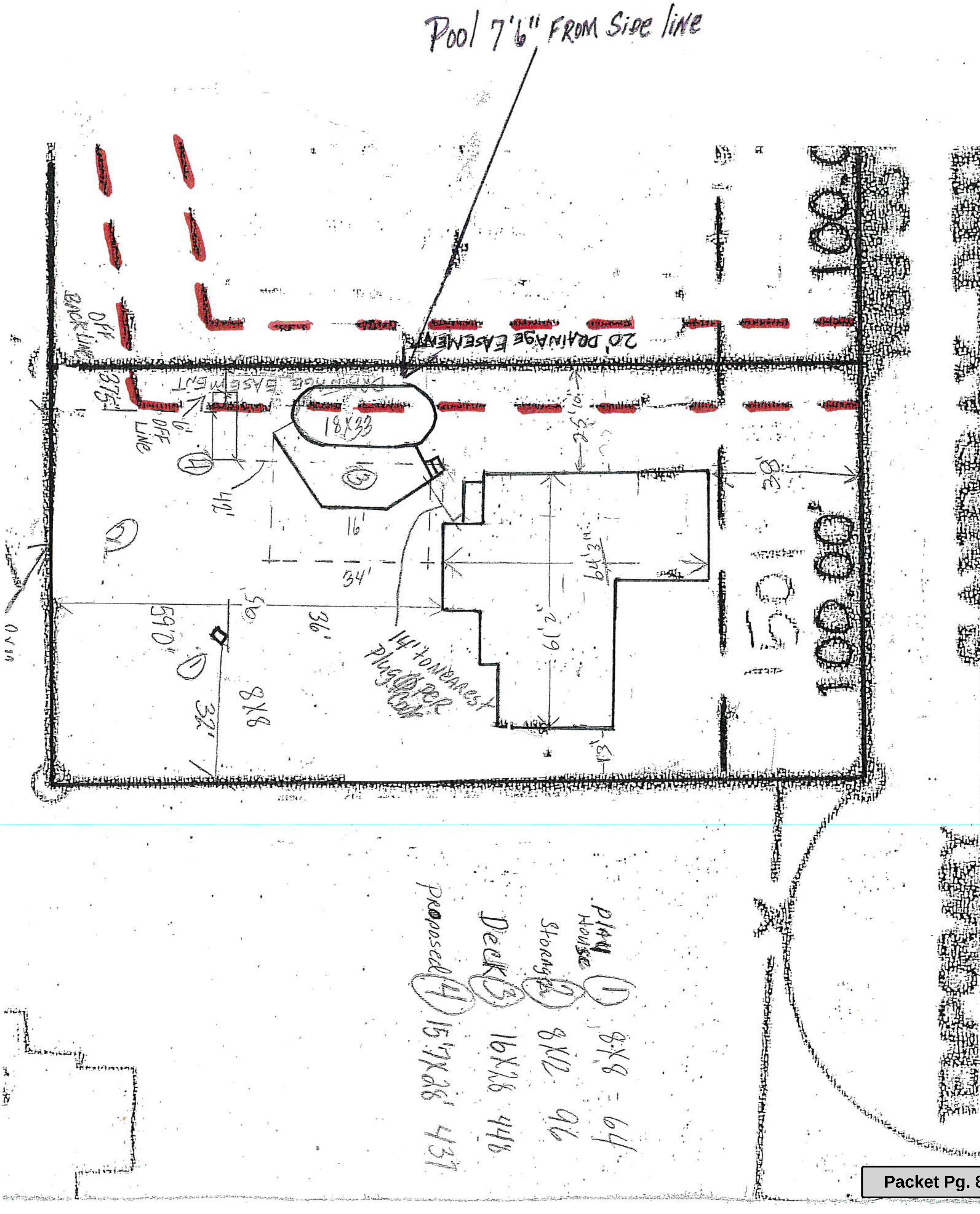
____

PRESIDENT PRO-TEM CITY COUNCIL

OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



Attachment: 1501 sandray site plan (2628 : Easement Encroachment Agreement with Joe E. Simpkins)

RESOLUTION NO. 325-17

Geneva Street Sidewalk Improvements TAP Engineering Services

RESOLUTION NO. _____________

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

WITH BARRETT SIMPSON, INC., IN CONNECTION WITH

TAP PROJECT-GENEVA STREET AREA

WHEREAS, the City of Opelika, Alabama (hereinafter the "City") intends to design, modify and construct pedestrian improvements to enhance pedestrian traffic and safety in areas on and around Geneva Street, Carver Street, Clanton Street and McCoy Street (the "Project"); and

WHEREAS, said Project will include ADA compliant modifications to existing infrastructure as well as new infrastructure designed to provide safe pedestrian traffic; and

WHEREAS, said Project is eligible for funding through the Federal Transportation Alternatives Program ("TAP"); and

WHEREAS, federal funds in the amount of $390,928.80 have been awarded for the Project; and

WHEREAS, the City has determined that there is a need for professional engineering services for work related to the Project; and

WHEREAS, Barrett- Simpson, Inc. ("Barrett-Simpson") is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide engineering services to the City with respect to the Project; and

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

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by Barrett-Simpson and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

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

4. That the compensation to be paid to Barrett-Simpson, Inc., shall be paid from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to Barrett-Simpson for the provisions of engineering services as outlined in the Agreement attached hereto.

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

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

BARRETT-
SIMPSON, INC.
Civil Engineers & Land Surveyors

Timothy W. Simpson, P.E., P.L.S.
President
George W. Barrett, P.L.S.
Vice President

Eddie A. Eubanks, P.L.S.
Survey Manager
M. Blake Rice, P.E.
Area Manager
Christopher M. Rogers, P.E.
Engineering Manager

December 4, 2017

PROFESSIONAL SERVICES AGREEMENT
TAP PROJECT-GENEVA STREET AREA
PEDESTRIAN IMPROVEMENTS
OPELIKA, ALABAMA

BSI Project No. 17-0277

This Agreement entered into this the _______ day of _______, 2017 by and between Barrett-Simpson, Inc. (hereinafter sometimes referred to as BSI or Consultant) and The City of Opelika, Alabama (hereinafter sometimes referred to as the City, Owner or Client).

<u>Project Overview</u>

The City of Opelika, through the assistance of the Federal Highway Administration (FHWA) and the Alabama Department of Transportation (ALDOT), via the Federal Transportation Alternatives Program (TAP), intends to design, modify and construct pedestrian improvements to enhance pedestrian traffic and safety in areas on and around Geneva Street, Carver Street, Clanton Street and McCoy Street. The Project will include ADA compliant modifications to existing infrastructure as well as new infrastructure, designed to provide safe pedestrian traffic linking community centers, area public schools and Historic Downtown Opelika. Specific infrastructure to be designed and constructed in the Tap Project include but are not limited to new sidewalks, repair of existing sidewalks, new curb and gutter (where integral to sidewalk construction), associated curb inlet conversion, ADA compliance and pedestrian lighting. Other necessary design and construction may be required to implement the Project in addition to those items specifically eligible for TAP funding and are included within a separate agreement.

<u>General</u>

There will be some need for the total project boundary to be somewhat fluid based upon available funds. The core project area as well as potential boundary expansion areas can be found on the attached Exhibit "A".

Acquisition of right of way may be required from adjoining property owners. The City will secure from the owners written rights of entry onto the properties for the purposes of appraisal, survey, geotechnical study and environmental study. The City will also negotiate with the property owners for the acquisition of the necessary rights of way and/or easements. If requested, BSI will participate in discussions between the City and property owners to provide technical assistance. All costs of right of way and/or easement acquisition, to include legal fees and appraisals, will be borne by the City.

It is anticipated that no impacts to wetlands or Waters of the U.S. will be required by the Project. However, the City of Opelika will incur all cost of permitting and mitigation of any necessary impacts, if found to be present. Additionally, all other permit fees due government agencies or public utilities germane and necessary for the Project and all bid advertising costs will be paid by The City of Opelika. The bidding process will be carried-out by the City of Opelika.

Separate Construction Plans will be prepared for the TAP Project and the General Fund Project, but these projects will be bid together and the construction contract will be awarded to a single contractor.

Scope of Services

BSI will provide engineering, surveying, construction management and contract administration services for the TAP-Geneva Street Area Pedestrian Improvements Project, specifically to include the following four Tasks:

Task I Services will consist of the following:

1. Based upon available mapping, develop a preliminary scope of improvements to include specific locations of sidewalks, curb and gutter, pedestrian lighting, etc., in conjunction with the City's input
2. Prepare a Preliminary Engineer's Estimate of Probable Construction Cost based upon the preliminary scope.
3. Determine final project limits based upon Estimate of Probable Construction Cost and TAP Grant Funding amount.
4. Prepare exhibits to be used in discussions by City personnel with the impacted property owners regarding rights of access and potential right of way and/or easement acquisition.
5. Upon request, participate in discussions with property owners regarding rights of access and right of way and/or easement acquisition.

Task II Services will consist of the following:

1. Preliminary surveying of the proposed improvements to include right of way and/or easement acquisition.
2. Topographic and utility surveying of areas subject to improvements.
3. Surveying of existing sidewalks for ADA compliance.

Task III Services will consist of the following:

1. Complete the engineering design of the Project and prepare Construction Documents in the form of Construction Plans. Elements of the Project to be shown on the TAP set of Construction Plans include, but are not limited to:
    a. Overall layout of Project improvements.
    b. Demolition of existing non-ADA-compliant sidewalks, curb and gutter, storm inlets, paving, and other existing improvements.
    c. Sidewalk construction to include integral grading, drainage, erosion control, associated curb and gutter construction and modification.
    d. Pedestrian Lighting plan.
    e. Standard and Project-specific details for improvements.

2. A review of the Construction Plans in progress will be made with the City at the approximate 25% and 66% stages of completion. Following the 66% stage review, no modifications to the basic design will be considered to be outside the scope of this Agreement.
3. Preparation of the Construction Plans in the ALDOT format is a requirement of this Project. Thus, ALDOT Standard Specifications will be referenced.
4. Update the Preliminary Engineer's Estimate of Probable Construction Cost upon request.
5. Prepare the map and legal description exhibits required for the acquisition of the required right of way and/or easements.
6. Assist the City in preparation of a bid package.
7. Assist the City in the solicitation of bids from reputable and qualified contractors.
8. Respond to bidders questions and request for information.
9. Prepare and issue Addenda to the bid documents if necessary.
10. Participate in the opening of bids.

Task IV Services will consist of the following:

1. Routinely and systematically observe the work of the contractor and materials used for compliance with the approved plans. Site visits shall be at intervals appropriate to the stage of construction. BSI retains complete discretion in determining the number of hours dedicated to the observations. Observations will be made for:
    a. Demolition of existing improvements.
    b. Construction and modification of all improvements.
2. Provide reports to the City of BSI's construction observations and directions given to the Contractor.
3. Review and make recommendations to the City relative to Contractor's periodic request for payment.
4. Provide certification, based upon BSI's professional opinion, to the City of Opelika as to the conformity of the work and materials to the approved plans. This certification does not constitute a warranty or guarantee by BSI.
5. Provide Project closeout services to include final review of contractor's pay estimate and assurance of advertisement for completion.
6. Provide an as-built survey and provide record drawings of improvement construction.

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

NPDES Permitting

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

Deliverables

Items to be delivered to Client for this Project include:

- Engineer's Preliminary Estimate of Probable Construction Cost
- Topographic surveys of existing improvements
- Engineering plans (Construction Plans)
- Right of way and easement acquisition maps and legal descriptions
- Bid documents
- Reports of on-site construction observations
- Contractor's pay estimate review and recommendation
- Certification to the conformity of the work and materials to approved plans
- Final contractor's pay estimate review and recommendation
- Record drawings of improvements construction

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

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

Compensation

Payment will be expected periodically as the work progresses according to the following schedule:

Work Task	Fee Allocation	Payment Schedule
Task I (Mapping, Cost Estimates)	$7,300.00	100% due upon completion
Task II (Surveying)	$12,100.00	100% due upon completion
Task III (Construction Plans, Right of Way, Bid Process Assistance)	$26,150.00	50% due at the time of the 66% review 25% due at completion of the Plans Remainder upon completion of the bid process
Task IV (Construction Management)	$16,900.00	Periodically, but no more often than monthly proportional to Contractors pay estimates

Fees will be invoiced, due and payable as follows:

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

Schedule

We expect to start our services promptly after receipt of an executed copy of this Agreement and authorization to proceed. Insofar as the time required for obtaining property owner rights of entry, right of way and easement acquisition, Clients time for review, and governmental permits are not within the control of BSI, firm timelines cannot be established. BSI anticipates the following schedule for each Task of work, however this schedule is not guaranteed.

Task I, Items 1, 2 & 3: four weeks
Task II: four weeks after receiving rights of entry
Task III: eight weeks thereafter to the 66% review stage, an additional four weeks to 100% construction plan completion
Task IV: dependent upon time allotted for construction

Insurance

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

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

Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an “arranger”, “operator”, “generator” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

Opinions of Cost

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

Standard of Care

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

Applicable Requirements

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

Responsibility for Accuracy of the Construction Plans

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

Use of Electronic Media

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

Independent Contractor Status and Sole Responsibility

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

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

Hold Harmless Provisions

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

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

Ownership of Documents

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

Compliance with Immigration Laws

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

Dispute Resolution

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

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

Termination of Contract

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

Upon receipt of termination action pursuant to the above paragraph, BSI shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by BSI in performing this Agreement whether completed or in process.

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

Choice of Law

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

Venue

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

Proposal Validity

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

Barrett-Simpson, Inc.

Signed: _________________________

By:____________________________
(name and title)

Date: __________________________

The City of Opelika, Alabama

Signed: ____________________________

By: _______________________________
(name and title)

Date: _________________________


Potential Project
Expansion Area
Tolbert Blvd
Torbert Blvd
W Johnson Ave
E Johnson Ave
Short Ave
Ward Pl
Auburn St
Lake St
Vaughan Ave
East Ave
Grove Ave
Zuber St
Martin Luther King Blvd
Magnolia St
Geneva St
Glenn St
Stowe Ave
Harper St
Elm St
Elm Ct
Birch Cir
Branch St
Toomer St
Carver Ave
Meadow Ave
South St
Clanton St
Marion Ave
Gay Ave
McCoy St
Fox Run Pkwy
Cherry Ave
85
38
© 2017 Google
Google Earth
feet
4000
km
1

RESOLUTION NO. 326-17

Geneva St Sidewalk Engineering Services General Fund

RESOLUTION NO. _____________

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH BARRETT SIMPSON, INC., IN CONNECTION WITH GENERAL FUND PROJECT-GENEVA STREET AREA

WHEREAS, the City of Opelika, Alabama (hereinafter the "City") has been awarded a Federal Transportation Alternatives Program ("TAP") grant to design, modify and construct pedestrian improvements to enhance pedestrian traffic and safety in areas on and around Geneva Street, Carver Street, Clanton Street and McCoy Street (the "TAP Project"); and

WHEREAS, the City desires to expand the scope of work, using local funds, to construct pedestrian and infrastructure improvements in areas on and around Geneva Street generally between Stowe Avenue and Martin Luther King Boulevard (the "General Fund Project"); and

WHEREAS, said General Fund Project will not be eligible for federal funding; and

WHEREAS, separate construction plans will be prepared for the TAP Project and the General Fund Project, but said projects will be bid together and the construction contracts will be awarded to a single contractor; and

WHEREAS, the City has determined that there is a need for professional engineering services for work related to the General Fund Project; and

WHEREAS, Barrett- Simpson, Inc. ("Barrett-Simpson") is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide engineering services to the City with respect to the General Fund Project; and

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

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by Barrett-Simpson and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

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

4. That the compensation to be paid to Barrett-Simpson, Inc., shall be paid from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to Barrett-Simpson for the provisions of engineering services as outlined in the Agreement attached hereto.

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

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

BARRETT-SIMPSON, INC.
Civil Engineers & Land Surveyors

Timothy W. Simpson, P.E., P.L.S.
President
George W. Barrett, P.L.S.
Vice President

Eddie A. Eubanks, P.L.S.
Survey Manager
M. Blake Rice, P.E.
Area Manager
Christopher M. Rogers, P.E.
Engineering Manager

December 4, 2017

PROFESSIONAL SERVICES AGREEMENT
GENERAL FUND PROJECT-GENEVA STREET AREA INFRASTRUCTURE IMPROVEMENTS
OPELIKA, ALABAMA

BSI Project No. 17-0277

This Agreement entered into this the _______ day of _______, 2017 by and between Barrett-Simpson, Inc. (hereinafter sometimes referred to as BSI or Consultant) and The City of Opelika, Alabama (hereinafter sometimes referred to as the City, Owner or Client).

Project Overview

The City of Opelika, through the assistance of the Federal Highway Administration (FHWA) and the Alabama Department of Transportation (ALDOT), via the Federal Transportation Alternatives Program (TAP), intends to design, modify and construct pedestrian improvements to enhance pedestrian traffic and safety in areas on and around Geneva Street, Carver Street, Clanton Street and McCoy Street. The Project will require infrastructure improvements to be constructed that are not eligible for payment through the TAP Program including repair of existing sidewalks, new curb and gutter, stormwater upgrades, and asphalt milling and replacement. These improvements will be designed in conjunction with the approved TAP items, but will be shown on a separate set of construction drawings. This agreement serves to provide engineering and land surveying services associated with these improvements.

General

The core project area as well as potential boundary expansion areas can be found on the attached Exhibit "A".

Acquisition of right of way may be required from adjoining property owners. The City will secure from the owners written rights of entry onto the properties for the purposes of appraisal, survey, geotechnical study and environmental study. The City will also negotiate with the property owners for the acquisition of the necessary rights of way and/or easements. If requested, BSI will participate in discussions between the City and property owners to provide technical assistance. All cost of right of way and/or easement acquisition, to include legal fees and appraisals, will be borne by the City.

It is anticipated that no impacts to wetlands or Waters of the U.S. will be required by the Project. However, the City of Opelika will incur all cost of permitting and mitigation of any necessary impacts, if found to be present. Additionally, all other permit fees due government agencies or public utilities germane and necessary for the Project and all bid advertising costs will be paid by The City of Opelika. The bidding process will be carried-out by the City of Opelika.

Separate Construction Plans will be prepared for the TAP Project and the General Fund Project, but these projects will be bid together and the construction contract will be awarded to a single contractor.

Scope of Services

BSI will provide engineering, surveying, construction management and contract administration services for the General Fund-Geneva Street Area Improvements Project, specifically to include the following four Tasks:

Task I Services will consist of the following:

1. Based upon available mapping, develop a preliminary scope of improvements to include specific locations of sidewalks, curb and gutter, stormwater upgrades, milling and repaving, etc., in conjunction with the City's input
2. Prepare a Preliminary Engineer's Estimate of Probable Construction Cost based upon the preliminary scope.
3. Prepare exhibits to be used in discussions by City personnel with the impacted property owners regarding rights of access and potential right of way and/or easement acquisition.
4. Upon request, participate in discussions with property owners regarding rights of access and right of way and/or easement acquisition.

Task II Services will consist of the following:

1. Preliminary surveying of the proposed improvements to include right of way and/or easement acquisition.
2. Topographic and utility surveying of areas subject to improvements.
3. Surveying of existing sidewalks for ADA compliance.

Task III Services will consist of the following:

1. Complete the engineering design of the Project and prepare Construction Documents in the form of Construction Plans. Elements of the Project to be shown on the single set of Construction Plans include, but are not limited to:
   a. Overall layout of Project improvements.
   b. Demolition of existing improvements.
   c. Sidewalk construction to include integral grading, drainage, erosion control, associated curb and gutter construction and modification.
   d. Paving/overlay plan for associated roadways within Project scope.
   e. Standard and Project-specific details for improvements.
2. A review of the Construction Plans in progress will be made with the City at the approximate 25% and 66% stages of completion. Following the 66% stage review, no modifications to the basic design will be considered to be outside the scope of this Agreement.

3. Preparation of the Construction Plans in the ALDOT format is a requirement of this Project. Thus, ALDOT Standard Specifications will be referenced.
4. Update the Preliminary Engineer's Estimate of Probable Construction Cost upon request.
5. Prepare the map and legal description exhibits required for the acquisition of the required right of way and/or easements.
6. Assist the City in preparation of a bid package.
7. Assist the City in the solicitation of bids from reputable and qualified contractors.
8. Respond to bidders questions and request for information.
9. Prepare and issue Addenda to the bid documents if necessary.
10. Participate in the opening of bids.

Task IV Services will consist of the following:

1. Routinely and systematically observe the work of the contractor and materials used for compliance with the approved plans. Site visits shall be at intervals appropriate to the stage of construction. BSI retains complete discretion in determining the number of hours dedicated to the observations. Observations will be made for:
    a. Demolition of existing improvements.
    b. Construction and modification of all improvements.
2. Provide reports to the City of BSI's construction observations and directions given to the Contractor.
3. Review and make recommendations to the City relative to Contractor's periodic request for payment.
4. Provide certification, based upon BSI's professional opinion, to the City of Opelika as to the conformity of the work and materials to the approved plans. This certification does not constitute a warranty or guarantee by BSI.
5. Provide Project closeout services to include final review of contractor's pay estimate and assurance of advertisement for completion.
6. Provide an as-built survey and provide record drawings of improvement construction.

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

NPDES Permitting

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

Deliverables

Items to be delivered to Client for this Project include:

- Engineer's Preliminary Estimate of Probable Construction Cost
- Topographic surveys of existing improvements
- Engineering plans (Construction Plans)
- Right of way and easement acquisition maps and legal descriptions
- Bid documents
- Reports of on-site construction observations
- Contractor's pay estimate review and recommendation
- Certification as to the conformity of the work and materials
- Final contractor's pay estimate review and recommendation
- Record drawings of improvements construction

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

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

Compensation

Payment will be expected periodically as the work progresses according to the following schedule:

Work Task	Fee Allocation	Payment Schedule
Task I (Mapping, Cost Estimates)	$2,700.00	100% due upon completion
Task II (Surveying)	$5,300.00	100% due upon completion
Task III (Construction Plans, Right of Way, Bid Process Assistance)	$15,400.00	50% due at the time of the 66% review 25% due at completion of the Plans Remainder upon completion of the bid process
Task IV (Construction Management)	$11,300.00	Periodically, but no more often than monthly proportional to Contractors pay estimates

Fees will be invoiced, due and payable as follows:

1) According to the schedule outlined in the Compensation section.
2) Payment is due upon presentation of invoice and is past due thirty (30) calendar days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts.
3) Any payment made by credit or debit card will be subject to an additional 2% convenience fee.

4) Any attorney fees, collection fees or costs related or incurred in the collection of any past due amounts shall be paid by Client. The Client will be responsible for all consultant, connection, application, review and permit fees. Application, review, and permit fees will be due and payable prior to submittal of the application, review and or permit packages. Any remaining permit fees will be due and payable as required by the permitting agency.

Schedule

We expect to start our services promptly after receipt of an executed copy of this Agreement and authorization to proceed. Insofar as the time required for obtaining property owner rights of entry, right of way and easement acquisition, Clients time for review, and governmental permits are not within the control of BSI, firm timelines cannot be established. BSI anticipates the following schedule for each Task of work, however this schedule is not guaranteed.

Task I, Items 1, 2 & 3: four weeks
Task II: four weeks after receiving rights of entry
Task III: eight weeks thereafter to the 66% review stage, an additional four weeks to 100% construction plan completion
Task IV: dependent upon time allotted for construction

Insurance

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

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

Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

Opinions of Cost

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

Standard of Care

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

Applicable Requirements

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

Responsibility for Accuracy of the Construction Plans

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

Use of Electronic Media

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

Independent Contractor Status and Sole Responsibility

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

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

Hold Harmless Provisions

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

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

Ownership of Documents

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

Compliance with Immigration Laws

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

Dispute Resolution

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

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

Termination of Contract

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

Upon receipt of termination action pursuant to the above paragraph, BSI shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by BSI in performing this Agreement whether completed or in process.

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

Choice of Law

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

Venue

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

Proposal Validity

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

Barrett-Simpson, Inc.

Signed: ________________________

By:___________________________
(name and title)

Date: _________________________

The City of Opelika, Alabama

Signed: __________________________

By: _____________________________
(name and title)

Date: ________________________

Google Earth

feet 4000
km 1

RESOLUTION NO. 327-17

Mutual Aid Agreement with Electric Cities of Georgia (OPS)

RESOLUTION NO. _____________

RESOLUTION AUTHORIZING AN AGREEMENT FOR EMERGENCY ASSISTANCE WITH THE MEMBERS OF THE ELECTRIC CITIES OF GEORGIA

WHEREAS, the City Council (the "City Council") of the City of Opelika, Alabama recognizes that many emergencies, whether arising from natural disaster, technological hazard, man-made disaster or other source, transcend political jurisdictional boundaries and that inter-governmental coordination of resources is often the best means to address the disaster; and

WHEREAS, few, if any, individual local governments have all of the resources they may need in all types of emergencies or the capability of delivering the resources to areas where emergencies exist; and

WHEREAS, the City of Opelika (the "City") is a member of the Electric Cities of Georgia; and

WHEREAS, a proposed Agreement for Emergency Assistance (the "Agreement") to be entered into between the City and among other member utilities has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the Agreement is structured to facilitate rapid emergency response between and among member utilities; and

WHEREAS, the City is willing to provide personnel, equipment, apparatus, supplies and materials to member utilities under the terms and provisions of the Agreement.

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

1. That the proposed Agreement for Emergency Assistance, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Agreement.

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

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

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

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

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

ATTEST:

CITY CLERK

Summary of ECG Mutual Aid Agreement

To assist you in obtaining remuneration for your contributions to the restoration effort, the following is a summary of the key provisions of the **Agreement for Emergency Assistance** (The Mutual Aid Agreement) between your "City", and the "Beneficiaries" of your assistance:

Parties The Mutual Aid Agreement was executed by the City and the Beneficiaries in exchange for an identical promise. This Agreement governs when your City agrees to assist or receives assistance from any of the municipalities that also have current, executed Agreements with Electric Cities of Georgia.

Term The Mutual Aid Agreement is in force until the City terminates by giving the Electric Cities of Georgia (ECG) 30 days prior written notice. However, termination does not end indemnification of the City, or relieve a Beneficiary of any accrued liability.

Emergency Assistance An emergency is a natural disaster, or other event affecting the Beneficiary's electric system. Assistance to be provided upon the request of the Beneficiary includes manpower, equipment, apparatus, supplies, and material from the City's electric department. However:

- the City is not required to imperil its own system or services
- the City is the sole and absolute judge of its ability or capacity to assist the Beneficiary
- the City may decline to assist the Beneficiary, under any circumstances
- the City and its individual employees/agents may not be held civilly or criminally liable for declining to assist

Compensation A Beneficiary will compensate the City for:

- *Manpower* – at the rate of:

i)	1st 8 weekday hours	(1½ x wages/salary) + benefits
ii)	All other weekday hours	(2 x wages/salary) + benefits
	All holiday/weekend hours	(2 x wages/salary) + benefits

OR

Other pay rates as mutually agreed to by the City and the Beneficiary

iii) Out of pocket expenses – unlimited, and to include transportation and travel costs.

Further, if necessary, the Beneficiary should feed and house City personnel who are actively involved in providing emergency assistance.

- *Equipment* – the Beneficiary will reimburse the City for use of equipment and apparatus at a mutually agreed upon rate, not to significantly exceed prevailing rental rates.
- *Materials and Supplies* – the Beneficiary pay the City the cost to replace supplies and materials provided.

Indemnification The Beneficiary will indemnify the City from all liabilities arising directly or indirectly from the provision of emergency assistance, including acts and omissions (negligent or otherwise), except those resulting solely from willful acts or omissions.

Participation of Electric Cities Electric Cities will provide updated lists of municipalities that have executed or terminated this Agreement. It is not responsible for providing emergency services, however, and is to be fully indemnified under all circumstances.

Attachment: Mutual Aid Agreement ECG (327-17 : ECG Mutial Aid Agreement - OPS)

AGREEMENT FOR EMERGENCY ASSISTANCE

WITNESS THIS AGREEMENT, to be made effective the _________ Day of_________________, by and between the City of Opelika and the State of Alabama which has executed this Agreement as the party signatory hereto (herein the "City") for the benefit of each municipality who shall have also executed and delivered to Electric Cities of Georgia (herein "Electric Cities") and identical Agreement for Emergency Assistance, and who shall not have terminated such Agreement, at the time of emergency assistance is requested (herein referred to singularly as a "beneficiary" or collectively as the "Beneficiaries").

WHEREAS, the City and the Beneficiaries are authorized under the laws of the State of Georgia to enter into Agreements with each other to provide mutual aid and assistance in restoring essential services in the event of natural disasters or other emergencies; and

WHEREAS, the mutual aid agreements may include provisions for furnishing personnel, equipment, apparatus, supplies and materials; and

WHEREAS, the City is willing to provide personnel, equipment, apparatus, supplies and materials to Beneficiaries under the terms and provisions hereinafter provided.

NOW, THEREFORE, in consideration of the Beneficiaries executing and delivering identical Agreements for Emergency Assistance, IT IS AGREED:

1. **Term.** The term of this Agreement shall commence upon the execution and delivery of this Agreement to Electric Cities by the City and shall continue until terminated by the City at any time by giving Electric Cities thirty (30) days prior written notice of its desire to so terminate this Agreement. Termination of this Agreement shall not affect the City's

indemnification obligations under Sections 4 and 5 hereof, or any other accrued liability or obligation hereunder, including, without limitation, the obligation of a Beneficiary to pay amounts due hereunder.

2. **Emergency Assistance**. In the event of a natural disaster or other emergency affecting a Beneficiary's electric system, the City, upon the request of said Beneficiary, shall furnish to said Beneficiary manpower, equipment, apparatus, supplies and materials from its electric department as required by said Beneficiary; provided, however, that the City shall not be required to imperil the operation of its electric system or other City services, and it shall be the sole and absolute judge of its ability and capacity to furnish manpower, equipment, apparatus, supplies and materials when requested; provided further, that nothing in this Agreement shall be construed to deprive the City of its discretion to decline to send its personnel, equipment, materials or apparatus in aid of a Beneficiary under any circumstances, whether or not obligated by contract to do so, and neither the City, nor any of its officers, agents, or employees may be held liable in any civil or criminal action for declining to send personnel, equipment, apparatus, supplies or materials to Beneficiary under this Agreement.

3. **Compensation for Emergency Assistance.** A Beneficiary receiving assistance from the City pursuant to this Agreement shall compensate the City as follows:

a. **Manpower.** A Beneficiary shall pay the City for the use of its officers, agents and employees of the city supplying Emergency Assistance under this Agreement an amount equal to the sum of the following:

i. For the first eight (8) hours per day, an amount equal to one and one-half times actual wages or salary, plus benefits paid to such officer, agent or employee by the City an amount equal to two times actual wages or salary, plus benefits paid to such officer, agent or employee by the Municipality for each hour after the first eight hours per day or for each hour worked on the weekend or holidays that they are actively involved in providing emergency assistance pursuant to this Agreement, or other pay rates as may be mutually agreed to by City and the Beneficiary; and

ii. All out-of-pocket costs and expenses of the City in furnishing said manpower, including without limitation, transportation expenses for travel to and from the disaster area.

Further, a Beneficiary receiving assistance under this Agreement in the form of manpower shall, if necessary, house and feed the personnel of the City actively involved in providing emergency assistance pursuant to this Agreement at its sole cost and expense.

b. **Equipment and Apparatus.** A Beneficiary shall pay the City for the use of all equipment and apparatus furnished by the City in the provision of emergency assistance pursuant to this Agreement at a rate or rates mutually agreed upon by the City and said Beneficiary negotiating in good faith; provided, however, that such rate shall not significantly exceed the prevailing rental rate(s) for similar equipment and apparatus.

c. **Materials and Supplies.** A Beneficiary shall pay to the City, for all supplies and materials provided by the City in rendering emergency assistance pursuant to this Agreement, the replacement cost of the supplies and materials so provided.

4. **Indemnification.** A Beneficiary receiving emergency assistance pursuant to this Agreement hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless the City, and its officers, agents and employees from and against any and all loss, liabilities, claims, damages, fines, penalties, clean-up costs and other pollution-related damages, and all costs, fees (including attorneys' fees) and expenses related thereto, resulting or arising (directly or indirectly) out of, or in any way connected with the provision of emergency assistance to said Beneficiary hereunder, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of the City or its officers, agents or employees, except those resulting solely from the willful acts or omissions of the City or its officers, agents or employees.

5. **Participation of Electric Cities.** Electric Cities shall endeavor to notify the City and the Beneficiaries of those municipalities that have executed and delivered an Agreement for Emergency Assistance, and shall, from time to time, provide an updated list of municipalities that have executed identical Agreements for Emergency Assistance, and/or terminated their Agreement for Emergency Assistance. The City hereby acknowledges that Electric Cities shall not be responsible for the provision of emergency services hereunder or any liability hereunder and the City hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless Electric Cities and its officers, agents, and employees from and against any and all loss, liabilities, claims and damages, fines, penalties, clean-up costs and other pollution-

related damages and all costs, fees (including attorney's fees) and expenses related thereto, resulting or arising (directly or indirectly) out of or in any way connected with the provision of any such list, or update thereof, the provision of emergency assistance by the City hereunder, or this Agreement, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of Electric Cities, or its officers, agents or employees.

6. **Personnel of the City.** Personnel furnished by the City pursuant to this Agreement shall be conclusively deemed, for all purposes, to remain officials and employees of the City and while providing aid hereunder, such personnel shall retain all rights, privileges, immunities and benefits, including without limitation, coverage under the applicable Workmen's Compensation Act, as they enjoy while performing their normal duties for the City.

7. **Counterparts.** Each of the Beneficiaries shall have executed and delivered to Electric Cities an identical Agreement for Emergency Assistance. During the term of this Agreement, the City shall be entitled to all the rights of a Beneficiary under such other Agreements for Emergency Assistance. The City shall also be subject to all the provisions of, and liable for all obligations incurred by it as a Beneficiary under, another Agreement for Emergency Assistance and the termination hereof shall not affect any accrued obligation or liability of the City hereunder.

8. **Modification.** This Agreement shall not be amended, modified, or otherwise changed except when done so in writing and upon the prior written consent of all the Beneficiaries, who at that time have not terminated their Agreements for Emergency Assistance, or given notice of the termination thereof, However, the City hereby acknowledges that each of the Beneficiaries may also provide or receive emergency assistance under understandings or

agreements other than an Agreement for Emergency Assistance without in any way affecting the validity of this Agreement and without the necessity of obtaining the assent of any other Beneficiary.

9. **<u>Severability.</u>** If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the City has executed and sealed this Agreement by the authority of its governing body duly given to be effective the day and year first above written.

CITY OF ___________________________________

BY: _______________________________________

TITLE:____________________________________

ATTEST:

____
CITY CLERK (SEAL)

RESOLUTION NO. 328-17

Support Legislation for Licensing & Registration of All Child-Care Facilities and Child-Daycare Facilities.

RESOLUTION NO. ______________

Resolution Supporting Legislation Requiring that

All Child-Care Facilities and Child-Daycare Facilities

Be Subject to Licensing and Registration

BY THE DEPARTMENT OF HUMAN RESOURCES

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, that the City Council, as the governing body of the City of Opelika, hereby endorses and supports legislation requiring that all child-care facilities and child day-care facilities, including pre-schools, be subject to licensing and regulation by the Department of Human Resources.

BE IT FURTHER RESOLVED, that the City Council supports legislation requiring criminal history background checks be conducted on all workers employed at any child-care facility, child day-care facility, or pre-school facility.

BE IT FURTHER RESOLVED, that currently nearly half of center-based child care and nearly one-third of all child care in Alabama is operating unregulated and uninspected.

BE IT FURTHER RESOLVED, that the City Council requests that the Alabama Legislature and Governor Kay Ivey consider this legislation at the next legislative session and that the Lee County Legislative Delegation support this legislation.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Governor, each member of the Lee County Legislative Delegation, and the Alabama League of Municipalities.

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

PRESIDENT PRO-TEM OF THE CITY

COUNCIL OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

RESOLUTION NO. 329-17

Sportsplex Rd ROW Development Inducement Agreement, Morgan & Boothe.

RESOLUTION NO. _____________

RESOLUTION APPROVING AND AUTHORIZING A

DEVELOPMENT INDUCEMENT AGREEMENT

BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA

AND WILLIAM M. MORGAN, III, AND ROBERT D. BOOTHE

WHEREAS, the City of Opelika, Alabama (hereinafter the "City") desires to construct a new road to connect the Opelika Sportsplex to West Point Parkway and Interstate 85 at Exit 64 (the "Connector Road"); and

WHEREAS, the City has completed the process of acquiring rights-of-way for the purpose of constructing the Connector Road; and

WHEREAS, William M. Morgan, III and Robert D. Boothe (hereinafter referred to as "Morgan and Boothe") are the owners in fee simple of a parcel of land containing approximately 0.863 acres; and

WHEREAS, the proposed Connector Road will transverse the 0.863 acre parcel of land owned by Morgan and Boothe; and

WHEREAS, the construction of the proposed Connector Road necessitated the acquisition by the City of approximately 0.2031 acres of land owned by Morgan and Boothe; and

WHEREAS, upon the completion of the Connector Road, the City will vacate a portion of the existing right-of-way of Alabama Highway 29 containing 0.205 acres; and

WHEREAS, Morgan and Boothe have donated and dedicated to the City said approximately 0.2031 acres of land for the construction of the Connector Road with certain agreements on the part of the City, which are, in the opinion of the City, essential to the success of the project; and

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

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

1. That the proposed Development Inducement Agreement to be entered into by and between the City and William M. Morgan, III and Robert D. Boothe, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

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

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

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

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

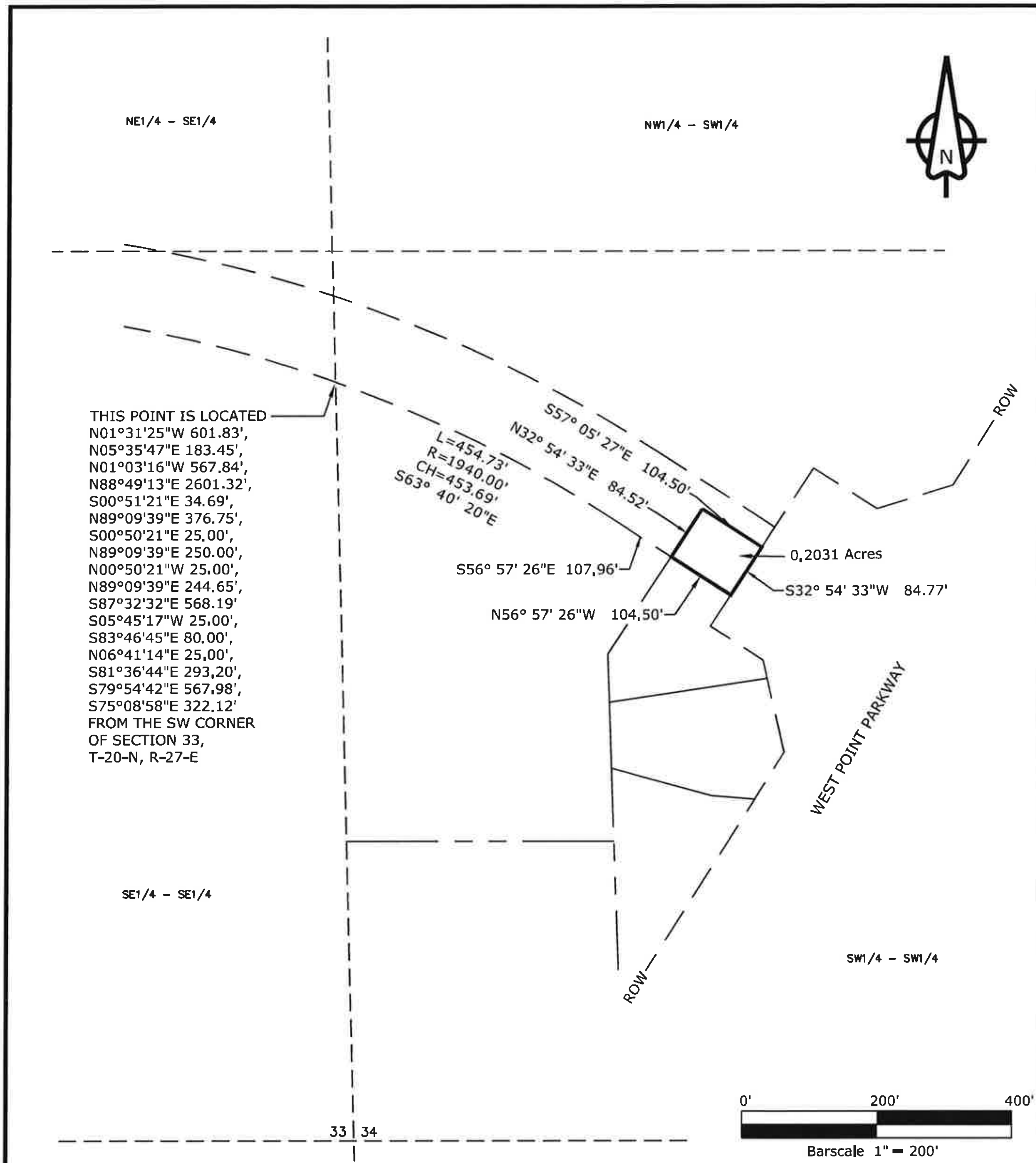
PRESIDENT PRO-TEM OF THE

CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



Draw Date:	01/09/17
Drawn By:	JSH
Reviewed By:	TWS
Scale:	1" = 200'
Revised:	
Revised:	
Revised:	

RIGHT-OF-WAY EXHIBIT

WILLIAM MORGAN & ROBERT BOOTHE

BEING A PART OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 27 EAST
OPELIKA, LEE COUNTY, ALABAMA

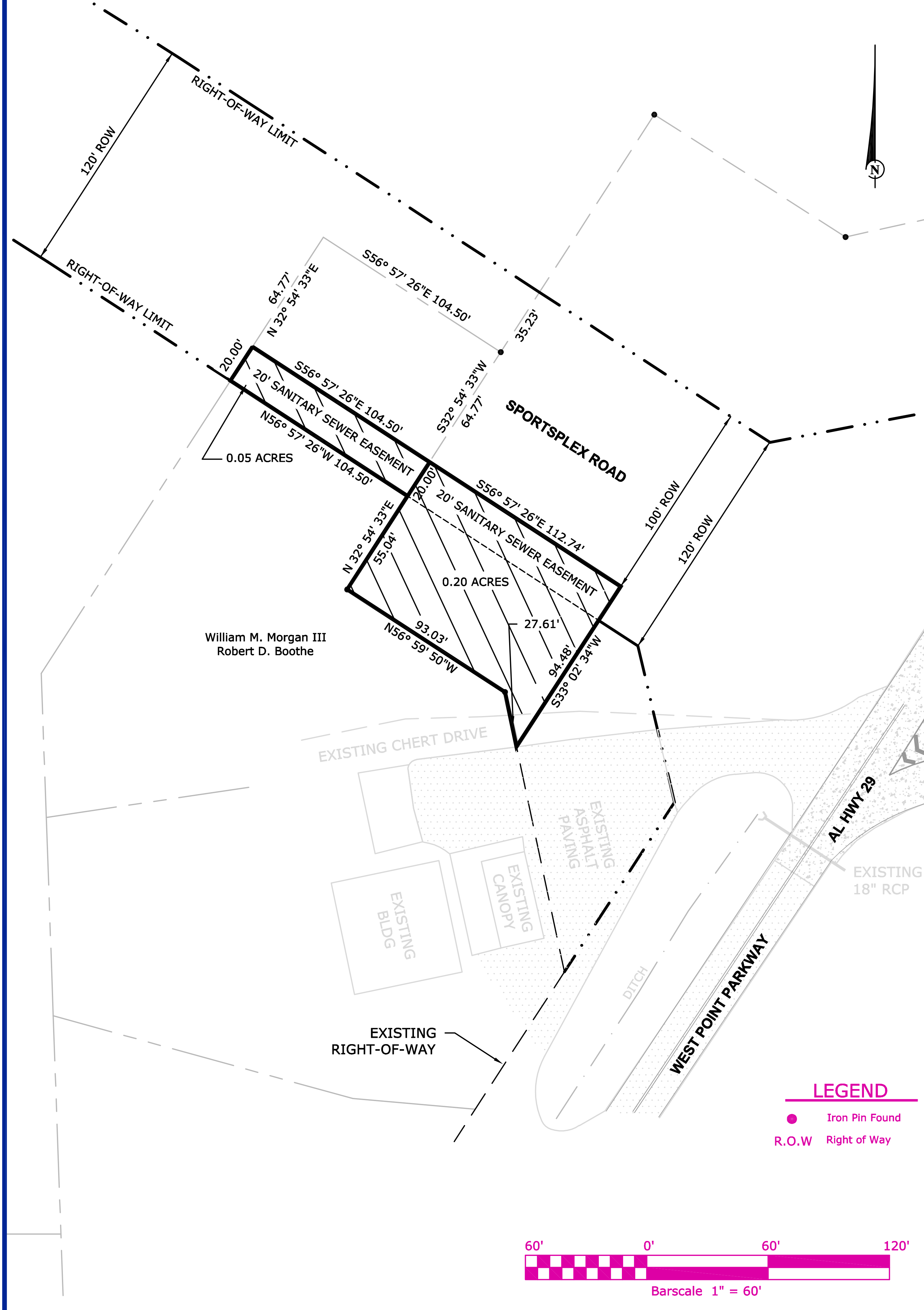
BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2449)
121 W. BROAD STREET, EUFAULA, AL 36027 (PH 334-687-4257, FAX 334-687-8829)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

Project Number: 16-0120

Attachment: Exhibit A Morgan & Boothe Illustration (329-17 : Sportsplex Rd ROW Development Inducement Agreement, Boothe and Morgan)

VACATED RIGHT-OF-WAY FOR

WILLIAM M. MORGAN III & ROBERT D. BOOTHE



PRELIMINARY

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. THIS IS NOT A SURVEY. INFORMATION SHOWN IS PRELIMINARY.

VACATED RIGHT-OF-WAY

CITY OF OPELIKA, ALABAMA

SPORTSPLEX ROAD EXTENSION

LOCATE IN SECTION 34, TOWNSHIP 20 NORTH, RANGE 27 EAST

BSI

BARRETT-SIMPSON, INC.

Engineers & Land Surveyors

706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2449)

121 W. BROAD STREET, EUFAULA, AL 36027 (PH 334-687-4257, FAX 334-687-8829)

Field Date:	.
Field By:	.
Draw Date:	03/06/17
Drawn By:	JSH
Reviewed By:	JAH
Scale:	1" = 60'
Revised:	12/12/17
Revised:	
Project Number: 16-0483	

STATE OF ALABAMA
COUNTY OF LEE

DEVELOPMENT INDUCEMENT AGREEMENT

This Development Inducement Agreement (the “Agreement”) made and entered into this the ___ day of December, 2017 by and between William M. Morgan, III and Robert D. Boothe, hereinafter referred to as “Owners” and the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as the “City”.

RECITALS

WHEREAS, the City has recognized the need to connect the Opelika Sportsplex to West Point Parkway and Interstate 85 at Exit 64 with a new Sportsplex connector road (the “Connector Road” or the “Project”); and

WHEREAS, the City has completed the process of acquiring rights-of-way for the purpose of constructing the Connector Road; and

WHEREAS, the Owners were the owners in fee simple of a parcel of land containing approximately 0.863 acres, according to warranty deed dated April 12, 2005 from Gary A. Jernigan to William M. Morgan, III, and Robert D. Boothe recorded in Deed Book 2526 at Page 300 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the proposed Connector Road will transverse the parcel of land owned by Owners; and

WHEREAS, the construction of the proposed Connector Road necessitated the acquisition by the City of approximately 0.2031 acres of real property (hereinafter referred to as the “Property”) owned by Owners as identified on the right-of-way map attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon the completion of the construction of the Connector Road, the City will vacate a portion of the existing right-of-way of Alabama Highway 29 containing approximately 0.205 acres of real property according to and as shown on the right-of-way map attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the Owners have donated and dedicated to the City the Property containing approximately 0.2031 acres for the construction of the Connector Road with certain agreements on the part of the City, which are, in the opinion of the City, essential to the success of the Project; and

WHEREAS, the City and the Owners have determined that it would be appropriate to make the agreements hereinafter made to cause the Owners to donate and dedicate the permanent right-of-way for the Connector Road.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and the respective agreements, promises and covenants of the parties hereto and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Owners have donated and conveyed to the City and the City has taken title to the Property containing approximately 0.2031 acres, for the purpose of constructing and maintaining the Connector Road, said property being more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

2. The City shall, at its sole expense, construct the Connector Road in accordance with plans and drawings provided to the Owners on November 8, 2017.

3. The City agrees to extend the sanitary sewer line from the Sportsplex to West Point Parkway and Interstate 85 at Exit 64 in accordance with plans and drawings provided to the Owners. Said sanitary sewer line will be accessible by the Owners to their property. The City agrees that said sanitary sewer line will be completed simultaneously with the construction of the Connector Road.

4. Upon the completion of the construction of the Connector Road, the City and the Owners agree to vacate a portion of the existing right-of-way of Alabama Highway 29 containing approximately 0.205 acres of real property according to and as shown on the right-of-way map attached hereto as Exhibit "B" and incorporated herein by reference. The parties agree that there shall be reserved to the City an easement for all existing utilities presently situated upon, along or under the vacated portion of Alabama Highway 29, as well an easement for the proposed sanitary sewer that will be constructed with the Project. The Owners agree to promptly execute all petitions, consents and other documents necessary to vacate said portion of Alabama Highway 29 as shown on Exhibit "B". The Owners also agree to execute all easements and/or documents necessary to reserve unto the City an easement for all utilities presently existing upon, along or under the vacated portion of Alabama Highway 29. The City agrees to waive any fees associated with the vacation of the right-of-way. The City shall follow the relevant procedures for vacating streets set forth in §§23-4-2(b), 23-4-20 and 36-25A-3, *Code of Alabama* 1975. Following the approval by the City Council, the City will execute and deliver a quitclaim deed to the Owners describing the vacated right-of-way.

5. The Owners shall pay all ad valorem taxes assessed against the Property due and payable on October 1, 2018. The City shall be responsible for the payment of all ad valorem taxes assessed against the Property in subsequent years.

6. All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if delivered by hand, by overnight courier or by registered or certified mail, postage prepaid, addressed to the party to be notified at the address set forth below or at such other address as such party may designate for itself or themselves from time to time by notice hereunder.

IF SENT TO THE CITY:

City of Opelika
P.O. Drawer 390
Opelika, AL 36802
Attn: Mayor

IF SENT TO THE OWNERS:

William M. Morgan, III
Robert D. Boothe
3305 Anderson Road
Opelika, AL 36801

7. This Agreement shall become effective immediately upon its execution in full by the City and the Owners and shall be binding upon and inure to the benefit of the City and the Owners and their respective heirs, personal representatives, successors and assigns.

8. Shall either party default on the full and timely performance of any of the obligations under this Agreement, the non-defaulting party may:

a. enforce specific performance of this Agreement, or
b. bring suit for damages against the defaulting party.

9. The parties' covenants, warranties and representations shall survive the closing and shall not be merged in the deed delivered by the Owners to the City.

10. Should either party employ an attorney to enforce any of the provisions hereof, or to protect his or its interest in any matter arising under this Agreement, the party prevailing shall be entitled to recover from the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.

11. This Agreement embodies the entire contract between the parties hereto, and there are no oral or parole agreements existing between the Owners and the City relating to the subject matter which are not expressly set forth herein and covered hereby.

12. Time is of the essence of the performance of the Owners' and the City's obligations hereunder.

13. Words of any gender used herein shall be construed to include any other gender, and words in the singular shall include the plural and vice-versa unless the context otherwise requires.

14. This Agreement is entered into in Lee County, State of Alabama and the laws of

the State of Alabama shall apply.

15. The obligations to be performed by the City are subject to approval by the City Council of the City of Opelika, Alabama.

IN WITNESS WHEREOF, the parties hereto intended to be legally bound, have caused their hands and seals on the day and date first above written.

____
WILLIAM M. MORGAN, III

____
ROBERT D. BOOTHE

THE CITY OF OPELIKA, ALABAMA

BY:___________________________
GARY FULLER, ITS MAYOR

ATTEST:

____
ROBERT G. SHUMAN,
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

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

GIVEN under my hand and seal of office this the ______ day of ________________. 2017.

____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____________

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that ROBERT D. BOOTHE, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that being informed of the contents of said conveyance, he executed the same on the day the same bears date.

GIVEN under my hand and seal of office this the ______ day of ________________. 2017.

____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____________

STATE OF ALABAMA
COUNTY OF LEE

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

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

____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____________

RESOLUTION NO. 330-17

FY2018 Appropriation Contract, Employers Child Care Alliance.

RESOLUTION NO. _________

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Employer's Child Care Alliance, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Employer's Child Care Alliance, and retain one copy.

ADOPTED and APPROVED this the _______ day of _________________, 2017.

President Pro-Tem City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

Employers' Child Care Alliance
City of Opelika
Contract

As a partner of the Employers' Child Care Alliance, the City of Opelika will invest $6,000 in the Alliance to support the implementation of the projects for the 2017-2018 fiscal year. (October 1, 2017-September 30, 2018)

The description of specific projects and services supported by this contribution follows:

1) Child Care Resource and Referral services for employees of City of Opelika (including employee families moving to the top of waiting list at participating child care centers), and data base search of child care for the Opelika Police department.

2)Quality Enhancement Partnership-City of Opelika helps sponsor a child care program where city employee families' children are enrolled, providing free training scholarships for teachers and the program's participation in the STEPS to Accreditation program.

3)Non-Standard Child Care- continuation of recruitment program of child care providers for types of care outside the typical 7:00 -5:00 care; development of child care referral listing for evening, back-up and mildly ill care.

4)ECCA Management-overall management services for all project development, implementation and expansion.

5) FAMILY RESORCE CENTER-Child Care Resource Center Inc (CCRC) in partnership with Employers' Child Care Alliance, has recently opened a Family Resource Center located in Opelika. The Family Resource Center will serve to reconnect families with their community through seamless services, education and awareness.

Tammy L. Morgan

Tammy L. Morgan, ECCA Manager
Child Care Resource Center

Mayor Gary Fuller
City of Opelika

ORDINANCE NO. 133-17-ORD

Electric System Revenue Refunding Warrant, Series 2017 - 1St Reading.

ORDINANCE NO. _______

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, DELIVERY, AND PAYMENT OF THE CITY'S APPROXIMATE $26,040,000 PRINCIPAL AMOUNT ELECTRIC SYSTEM REVENUE REFUNDING WARRANT, SERIES 2017, TO BE DATED THE DATE OF DELIVERY, TO REGIONS CAPITAL ADVANTAGE, INC.

BE IT ORDAINED BY THE CITY COUNCIL (the "City Council") OF THE CITY OF OPELIKA (the "City") AS FOLLOWS:

Section 1. The City Council hereby authorizes, adopts, and approves a First Supplemental Trust Indenture dated as of [Delivery Date] (the "First Supplemental Indenture") with Regions Bank (the "Trustee"), supplementing the original Trust Indenture dated as of March 1, 2011 (the "Original Indenture"), in substantially the form and of substantially the content as the form of the First Supplemental Indenture presented to and considered at this meeting (copies of which are hereby ordered filed in the permanent records of the City), with such changes thereto and additions or deletions therefrom as the Mayor shall approve, which approval shall be evidenced by his executing such document. The Mayor is hereby authorized and directed, in the name and on behalf of the City, to execute, acknowledge (to the extent required) and deliver the First Supplemental Indenture, and the City Clerk/Treasurer is hereby likewise authorized and directed to affix thereto the seal of the City thereto and to attest the same. Any prior execution of such First Supplemental Indenture by either officer is hereby ratified and approved. The Original Indenture and the First Supplemental Indenture are herein collectively referred to as the "Indenture."

Section 2. The City shall issue its approximate $26,040,000 aggregate principal amount Electric System Revenue Refunding Warrant, Series 2017, to be dated [Delivery Date] (the "Warrant"), to Regions Capital Advantage, Inc. (the "Lender"), on the [Delivery Date], as more particularly described and authorized in the First Supplemental Indenture. The Warrant shall be issued under and secured by the Indenture as therein provided, shall be in the form and contain the provisions therein set forth for the Warrant, and shall be executed in the name and on behalf of the City by the officers thereof as provided in the First Supplemental Indenture. Such officers are hereby authorized and directed to so execute and deliver the Warrant. The Warrant shall be issued for the purposes of (1) providing funds for the advance refunding and redemption of the City's outstanding Electric System Revenue Warrants, Series 2011, dated March 1, 2011 (the "Series 2011 Warrants") on March 1, 2021, and (2) paying issuance expenses. The City originally issued the Series 2011 Warrants on March 3, 2011 for the purposes of providing funds for the (1) construction and acquisition of certain additions and improvements to the City's electric system (the "Electric System"), including, in particular, (a) construction of a new office building for the Light and Power Department, (b) reconductor of four distribution circuits for future growth, (c) installation of fiber to the Electric System for SmartGrid applications, and (d) installation of switches and capacitors for the SmartGrid, (2) funding a debt service reserve fund, and (3) paying issuance expenses. The final principal amount of the Warrant may be slightly more or less than $26,040,000. The interest rate is as set forth in the First Supplemental Indenture.

Section 3. The Trustee is hereby requested, authorized and directed to authenticate and register the Warrant and to deliver it to Regions Capital Advantage, Inc., the original Lender (the "Lender"), at a price equal to the principal amount of the Warrant. The sale of the Warrant as herein provided is hereby made and approved and found to be most advantageous to the City.

Section 4. The proceeds derived by the City from the sale of the Warrant shall be applied as set forth in the First Supplemental Indenture and the Refunding Trust Agreement.

Section 5. The Mayor or City Clerk/Treasurer of the City shall issue a receipt acknowledging payment of the purchase price of the Warrant and said receipt shall be full acquittal to the Lender for the payment of the purchase price, and the Lender and shall be under no obligation or duty to inquire as to the application of the proceeds of the Warrant. The proceeds of the Warrant shall nevertheless be held in trust and disposed of only as provided in the Indenture. The officers of the City or any one or more of them are hereby authorized and directed to execute and deliver such closing papers as may be required by Bradley Arant Boult Cummings LLP, including, without limitation, such certificates containing such recitals as may be required to demonstrate the validity and legality of the Warrant, the Refunding Trust Agreement, the Indenture, the Warrant Purchase Agreement, and the absence of any pending or threatened litigation affecting the Warrant or any agreement or instrument relating thereto.

Section 6. The Mayor of the City is hereby authorized and directed to sign a Non-Arbitrage certificate and Treasury Form 8038-G under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), meeting the requirements of the regulations under said Section relative to the tax-exempt status of the Warrant.

Section 7. The Director of the Light and Power Department, the Mayor, and the City Clerk/Treasurer are hereby authorized and directed to take such action and to execute in the name and on behalf of the City such other contracts, documents and certificates as may be necessary or desirable to effect the transactions contemplated by the Indenture and the Warrant and/or to comply with the requirements of and to perform the provisions of the Indenture.

Section 8. The City Council hereby authorizes, adopts and approves the Refunding Trust Agreement dated as of [Delivery Date] with the Trustee, in substantially the form and of substantially the content as the form of the Refunding Trust Agreement presented to and considered at this meeting (copies of which are hereby ordered filed in the permanent records of the City) with such changes and additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be evidenced by his executing such document, and the Mayor is hereby authorized and directed, in the name and on behalf of the City, to execute, acknowledge (to the extent required) and deliver the Refunding Trust Agreement, and the City Clerk/Treasurer is hereby authorized and directed to affix thereto the seal of the City thereto and to attest the same. Any prior execution is hereby ratified and approved.

Section 9. The City Council hereby authorizes, adopts and approves the Warrant Purchase Agreement dated as of [Delivery Date] with the Trustee, in substantially the form and of substantially the content as the form of the Warrant Purchase Agreement presented to and considered at this meeting (copies of which are hereby ordered filed in the permanent records of the City) with such changes and additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be evidenced by his executing such document, and the Mayor is hereby authorized and directed, in the name and on behalf of the City, to execute, acknowledge (to the extent required) and deliver the Warrant Purchase Agreement, and the City Clerk/Treasurer is hereby authorized and directed to affix thereto the seal of the City thereto and to attest the same. Any prior execution is hereby ratified and approved. Regions Bank has provided all consents necessary or perquisite to the issuance of the Warrant by the City under the Original Indenture, the $13,500,000 principal amount Telecommunications Warrant, Series 2011, dated January 27, 2011, payable to Regions Bank, and the Supplemental Agreement between the City and Regions Bank dated February 2, 2016.

Section 10. The Series 2011 Warrants are hereby called for redemption on March 1, 2021 in accordance with the First Supplemental Indenture and the Refunding Trust Agreement. The Trustee is authorized to take such action as is necessary therefor in accordance with the Indenture and the Book-Entry System to effect such call for redemption, payment, and refunding.

Section 11. In accordance with Section 5.2(c)(2) of the Original Indenture, the City hereby recites as follows:

(a) the City is not in default under the Indenture, and no such default is imminent;

(b) the Warrant shall be delivered to the Lender as one single warrant by sale at a price equal to the principal amount of the Series 2017 Warrant;

(c) the Warrant will refund the Series 2011 Warrants as described herein; and

(d) the Warrant will constitute the only series of warrants outstanding under the Indenture.

Section 12. The Lender has determined that no reserve fund is required for the Series 2017 Warrant. All proceeds in the accounts relative to the Series 2011 Warrants, including the warrant fund, the reserve fund, and the construction fund (if any funds remain therein), shall be transferred to the Escrow Fund for the Series 2011 Warrants created by the Refunding Trust Agreement and applied to the advance refunding and redemption of the Series 2011 Warrants on March 1, 2021.

ADOPTED AND APPROVED this the 19th day of December, 2017.

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

ATTEST:

CITY CLERK/TREASURER

TRANSMITTED TO MAYOR on this the 19th day of December, 2017.

CITY CLERK/TREASURER

ACTION BY MAYOR

APPROVED this the 19th day of December, 2017.

MAYOR

ATTEST:

CITY CLERK/TREASURER

* * *

It was moved and seconded that the meeting be adjourned. Motion carried.

EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OPELIKA

The City Council of the City of Opelika met in regular public session in City Hall in Opelika, Alabama at 7:00 o'clock p.m. on the 19th day of December, 2017. The following were present:

Present:	Gary Fuller, Mayor Patricia A. Jones, President Pro Tem Tiffany Gibson-Pitts Dozier Smith T David Canon
Absent:	Charles E. Smith, President

Robert G. Shuman, City Clerk/Treasurer, and Joey Motley, City Administrator, were also present. The President Pro Tem of the Council announced that a quorum was present and that the meeting was open for the transaction of business.

* * *

The following ordinance was introduced by Councilmember ________________ and considered by the City Council:

It was moved by Councilmember ____________ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the said ordinance be given. The motion was seconded by Councilmember ____________ and on roll call was unanimously adopted, those answering aye being:

Ayes: Patricia A. Jones, President Pro Tem
Tiffany Gibson-Pitts
Dozier Smith T
David Canon

Nays: None

The President of the Council declared the motion unanimously carried. After the said ordinance had been discussed and considered in full by the Council, it was moved by Councilmember ____________ that the said ordinance be now placed upon its final passage and adopted. The motion was seconded by Councilmember ____________. The question being put as to the adoption of the said motion and the final passage of the said ordinance, the roll was called with the following results:

Ayes: Patricia A. Jones, President Pro Tem
Tiffany Gibson-Pitts
Dozier Smith T
David Canon

Nays: None

CERTIFICATE OF CITY CLERK/TREASURER

The undersigned duly elected, qualified and acting City Clerk/Treasurer of the City of Opelika (the "City") hereby certifies that the foregoing pages constitute a complete, verbatim and compared copy of extracts from all those portions of the minutes of a regular meeting of the Council of said City duly held on the 19th day of December, 2017, pertaining to the matters therein referred to, the original of which is on file and of record in the Minute Book of the City in my custody; the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City.

City Clerk/Treasurer

CITY SEAL

WARRANT PURCHASE AGREEMENT

Dated: December 1, 2017

Effective Date: December __, 2017

by

CITY OF OPELIKA, ALABAMA
as Issuer

and

REGIONS CAPITAL ADVANTAGE, INC.
as Purchaser

Regarding

$26,040,000
Electric System Revenue Warrant
Series 2017

MAYNARD COOPER GALE

Barry A. Staples
Maynard, Cooper & Gale, PC
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203

WARRANT PURCHASE AGREEMENT

This **AGREEMENT** is delivered on the Effective Date set forth on the cover hereof by **CITY OF OPELIKA, ALABAMA,** an Alabama municipal corporation (the "City"), and **REGIONS CAPITAL ADVANTAGE, INC.,** a Tennessee corporation, as purchaser of the within referenced warrant (the "Purchaser").

Recitals

The City and the Purchaser have made and delivered this Agreement to provide for the extension of credit by the Purchaser to the City at a per annum rate of interest on a tax-exempt basis by purchase by the Purchaser on the Effective Date of the within-referenced Warrant of the City pursuant to the within-referenced Indenture.

Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein, the City and the Purchaser hereby agree as follows:

ARTICLE 1

Definitions

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) The terms defined in this Article have the meanings assigned to them in this Article. Singular terms shall include the plural as well as the singular and vice versa.

(2) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with Accounting Principles.

(3) All references in this instrument to designated "articles", "sections" and other subdivisions are to the designated articles, sections and subdivisions of this instrument as originally executed.

(4) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision.

(5) **Capitalized terms used herein without definition shall have the respective meanings assigned in the Indenture.**

Accounting Principles shall mean GAAP, GASB or other accounting principles generally accepted in the United States of America, as applicable to the City.

Act of Insolvency shall mean, with respect to any Person, the appointment of a receiver, liquidator or trustee of such Person or any of its Property or assets; or a general assignment by such Person for the benefit of the creditors thereof; or the commencement of proceedings by such Person, or against such Person and not dismissed or unstayed for a period of 60 days, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

Actual/360 Basis shall mean a method of computing interest or other charges hereunder on the basis of an assumed year of 360 days for the actual number of days elapsed, meaning that interest or other charges accrued for each day will be computed by multiplying the rate applicable on that day by the unpaid principal balance (or other relevant sum) on that day and dividing the result by 360.

Agreement shall mean this Warrant Purchase Agreement as at any time amended, supplemented or restated.

Applicable Law shall mean all applicable provisions of all constitutions, statutes, rules, regulations and all binding orders, judgments and decrees of any Governmental Authority.

Business Day shall have the meaning assigned thereto in the Indenture.

City shall mean the City of Opelika and its successors and assigns.

Default Rate shall mean as of any date of determination, a per annum rate of interest equal to the applicable rate of interest on the Warrant, as adjusted from time to time, plus three percent (3.00%).

Determination of Taxability shall mean, and shall occur when, as a result of any action or failure to act on the part of the City, (i) the Purchaser receives written notice from the City that interest on the Warrant is Taxable or (ii) the Internal Revenue Service shall issue a final determination in writing that interest on the Warrant is Taxable.

Effective Date shall mean the date hereof.

Environmental Laws means all federal, state and local laws, regulations and orders regulating health, safety and environmental matters, including without limitation air pollution, soil and water pollution, and the use, generation storage, handling or disposal of hazardous materials.

Event of Default shall mean and Event of Default under Section 9.1 of the Indenture.

Financing Documents shall mean collectively each of the following documents as either of the same may at any time be amended, supplemented or restated:

(1) the Warrant;

(2) this Agreement;

(3) the Indenture; and

(4) the Refunding Trust Agreement

First Supplemental Indenture shall mean the First Supplemental Indenture dated as of December __, 2017 by and between the City and Regions Bank.

Fiscal Year shall mean the 12-month period established from time to time by the City as the fiscal year thereof.

GAAP shall mean generally accepted principles of accounting in effect from time to time in the United States applied in a manner consistent with those used in preparing such financial statements as have theretofore been furnished to the Purchaser by the City.

GASB shall mean generally accepted accounting principles established by the Government Accounting Standards Board and in effect in the United States of America and elected by the City, applied in a consistent basis with that of the preceding year of the City, reflecting only such changes in accounting principles or practice with which the independent public accountants of the City concur.

Governmental Authority shall mean any federal, state, county, municipal, or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

Indenture shall mean that certain Trust Indenture dated as of March 1, 2011, as supplemented by the First Supplemental Indenture, and as at any time amended, supplemented, or restated, by the City and Regions Bank, as trustee.

Independent, when used with respect to any Person, shall mean a Person who (i) is in fact independent, (ii) does not have any direct financial interest or any material indirect financial interest in the City or in any Affiliate of the City, and (iii) is not connected with the City as an officer, attorney, employee, promoter, underwriter, trustee, partner, director or Person performing similar functions

Lien shall mean, as to any asset, (1) any lien, charge, claim, mortgage, security interest, pledge, hypothecation or other encumbrance of any kind with respect to such asset, (2) any interest of a vendor or lessor under any conditional sale agreement, Capitalized Lease (as defined in Article 4) or other title retention agreement relating to such asset, (3) any reservation, exception, encroachment, easement, right-of-way, covenant, condition, restriction, lease or other title exception affecting such asset, or (4) any assignment, deposit, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code in effect in the State or comparable law of any jurisdiction), WITH THE EXCEPTION OF: (5) any pledge of revenues granted pursuant to the Indenture or any supplement thereto, and (6) liens pursuant to lease agreements regarding office equipment, including, without limitation, postage machines, copiers and other similar equipment.

Person shall include natural persons, sole proprietorships, corporations (which shall be deemed to include business trusts), limited liability companies and partnerships, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, governments (whether national, federal, state, county, city, municipal or otherwise) and any governmental instrumentality, division, agency, body or department.

Property shall mean any and all rights, titles and interests in and to any and all Property whether immovable or movable, tangible or intangible, and wherever situated.

Purchaser shall mean Regions Capital Advantage, Inc., and its successors and assigns.

Taxability Date shall mean the earliest date from which interest paid in respect of the Warrant is determined to be Taxable.

Taxable shall mean, for the Warrant, that interest on such bond is includable in the gross income in the computation of federal income tax liability.

Taxable Rate shall mean a per annum rate of interest equal to ____%

Transaction means the purchase of the Warrant by the Purchaser, and the consummation of the transactions described in this Agreement and the Financing Documents. The phrase "**consummation of the Transaction**", when used with respect to any party to this Agreement, means that such party has taken all action required of it to complete the Transaction, including the execution and delivery by it of the Financing Documents to which it is a party.

Warrant shall mean the $26,040,000 principal amount Electric System Revenue Refunding Warrant, Series 2017, as shown on the cover, dated the date of delivery, issued by the City to the Purchaser under the Indenture.

ARTICLE 2

Credit Facility

SECTION 2.01 Statement of Purpose.

The City and the Purchaser agree that this Agreement provides for the purchase of the Warrant by the Purchaser on the Effective Date as provided in Section 2.03.

SECTION 2.02 Conditions Precedent.

The obligation of the Purchaser to purchase the Warrant is subject to the satisfaction by the City of each of the following conditions precedent thereto as of the Business Day on which the Warrant is to be purchased:

(1) The representations and warranties made by the City in the Financing Documents shall be true and correct.

(2) The City shall have performed or observed all agreements, covenants, and conditions required by the Purchaser to be performed or observed by the City.

(3) Any proceedings taken in connection with the performance and observance of the provisions of this Agreement shall be reasonably satisfactory to the Purchaser and the Purchaser shall have received, in form and substance satisfactory to Purchaser and counsel therefor:

(i) Financing Documents. An executed counterpart of each of the Financing Documents, and all amendments or supplements thereto, and all opinions of counsel delivered with respect thereto and not otherwise expressly referenced below.

(ii) Opinion of Bond Counsel. An opinion of bond counsel dated the Effective Date in form and of content satisfactory to the Purchaser.

(iii) Opinion of Counsel to the City. An opinion of counsel to the City dated the Effective Date in form and of content satisfactory to the Purchaser.

(iv) Approvals. A certified copy of all corporate action taken by the City approving the Financing Documents, and all amendments and supplements thereto, and the consummation of the transactions contemplated thereby.

(v) General Certificate of City. A certificate by the City to the effect that, as of the date of purchase of the Warrant, and after giving effect thereto: (A) no Event of Default shall have occurred and be continuing, and (B) the representations and warranties made by the City in the Financing Documents are true on and as of such date with the same force and effect as if made on and as of such date, and (C) none of the proceedings and authority for the delivery and performance of the Financing Documents have been amended or repealed.

(vi) Additional Evidence. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser or its counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the date of purchase of the Warrant, of the respective representations of the City contained in the Financing Documents, and (C) the due performance or satisfaction by the City, at or prior to the date of purchase of the Warrant, of all agreements then required to be performed and all conditions then required to be satisfied pursuant to the Financing Documents.

SECTION 2.03 **Purchase of Warrant by Purchaser on the Effective Date; Agreements by City.**

(a) The City hereby requests the Purchaser, and the Purchaser hereby agrees, to purchase the Warrant on the Effective Date for a purchase price equal to the principal amount thereof.

(b) The City covenants and agrees:

(1) the City shall pay to the Purchaser the principal of and interest on the Warrant when and as the same becomes due and payable in accordance with the terms thereof (whether on the stated dates of payment, or upon prepayment or acceleration), as provided in the Warrant; and

(2) as registered owner of the Warrant, the Purchaser shall have and may exercise all rights and remedies thereof under the Indenture.

SECTION 2.04 **Payments Due Upon Determination of Taxability.**

(a) Upon the occurrence of a Determination of Taxability, the City shall pay to the Purchaser:

(1) that amount by which (i) the interest which would have accrued on the Warrant at the Taxable Rate during the period beginning on the Taxability Date and ending on the earlier to occur of the date of conversion to the Taxable Rate or the date of payment in full and retirement of the Warrant, exceeds (ii) the interest actually paid on the Warrant for such period; and

(2) all interest, penalties, additions to federal income tax, costs, expenses, attorneys' fees, and other losses which shall have been paid or are payable by the Purchaser as a result of the failure to include interest on the Warrant in the gross income of the Purchaser for federal income tax purposes.

(b) The obligation of the City to pay such amounts and such other costs, expenses, interest, penalties, attorneys' fees and other losses shall survive, and remain in full force and effect from and after, the payment in full and retirement of the Warrant and the termination of the Indenture.

SECTION 2.05 Late Charges and Interest on Overdue Amounts.

With respect to all amounts payable to the Purchaser by the City pursuant to this Agreement which are not paid on the due date, in the case of amounts payable on a specified date, or which are not paid within ten days of written notice to the City, in the case of amounts payable on demand, the City agrees, to the extent permitted by Applicable Law, to pay to the Purchaser on demand a late charge of five percent (5%) of any such amount or amounts which shall not have been paid within 10 days of the due date as specified above.

SECTION 2.06 Computation of Charges.

The fees, interest and charges provided for in this Agreement payable in arrears based upon annual rates shall be computed on an Actual/360 Basis.

SECTION 2.07 Participations.

The City understands that the Purchaser may, in accordance with this Section, from time to time enter into a participation agreement or agreements with one or more persons (the "Participants"), pursuant to which the Participants shall be given participations in the Warrant owned by the Purchaser and that the Participants may from time to time similarly grant to one or more other persons (also included in the term "Participants") subparticipations in the Warrant owned by the Purchaser, provided that no participation shall increase any liability of the City and the City shall not have any direct obligation to a Participant. The Purchaser may divulge to any Participant all information, reports, financial statements, certificates and documents obtained by it from the City or any other person under any provision of this Agreement or otherwise (the "Information"); provided that any Participants receiving Information shall agree in writing or otherwise to be bound to keep confidential all such Information to the same extent as the Purchaser. The City makes no representations to any Participant regarding its financial condition and will not be obligated to make any payment on the Warrant to a party other than the Purchaser. The Purchaser and any participant will be responsible for determining the effect on or compliance with any such participation under federal securities laws and will indemnify the City for any violations of federal securities laws resulting from such participation to the extent the City is penalized due to any such violations by the Purchaser and any participant.

ARTICLE 3

Representations and Warranties

SECTION 3.01 General Representations and Warranties

The City hereby represents and warrants to the Purchaser, as follows:

(a) It currently exists as a municipal corporation under the laws of the State of Alabama.

(b) It has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted.

(c) It has the power to consummate the Transaction.

(d) By proper action of its governing body, it has duly authorized the Transaction.

(e) It has obtained, or will have obtained on or prior to the Effective Date, all consents, approvals, authorizations and orders of governmental authorities that are required to be obtained by it as a condition to the consummation of the Transaction.

(f) The consummation of the Transaction by it will not (1) conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under its organization documents, any indenture, mortgage, deed of trust or other contract, agreement or instrument to which it is a party or is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over it or (2) result in or require the creation or imposition of any Lien of any nature upon or with respect to any of its properties now owned or hereafter acquired, except as described in the Financing Documents.

(g) The proceeds of the Warrant will be applied as provided in the Financing Documents.

(h) To the actual knowledge of the City and with respect to the electric distribution system, there is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened against or affecting it or its properties, that (1) involves the consummation of the Transaction or the validity or enforceability of, any of the Financing Documents, or (2) could have a materially adverse impact upon (i) its financial condition or operations, taking into account reserves under self-insurance trusts, coverage under commercial insurance, or applicable indemnity agreements of third parties or (ii) the ability of it to perform its obligations under the Financing Documents or (iii) the rights of the Purchaser under the Financing Documents.

(i) It has obtained all necessary licenses, franchises and permits to operate its electric distribution system.

(j) It has furnished to the Purchaser its audited financial statements for the fiscal year ended September 30, 2016. The financial statements are complete and correct and present fairly the financial condition of the City as of the dates indicated therein and the results of its operations for the periods specified, and such financial statements have been prepared in conformity with Accounting Principles consistently applied throughout the periods presented. Except as described in writing to the Purchaser, there has been no material adverse change in its financial condition or operations since the date of its latest financial statements delivered to the Purchaser.

(k) It has good and marketable title to, or a valid leasehold interest in, the primary operating assets of the electric distribution system.

(l) It and its properties are in compliance in all material respect with applicable Environmental Laws to the extent that any violations thereof would not materially impact the City's ability to pay its obligations under the Indenture.

SECTION 3.02 Privately Negotiated Loan

The City acknowledges and agrees that the Purchaser is purchasing the Warrant in evidence of a privately negotiated loan and in that connection the Warrant shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

SECTION 3.03 Visitation

The City shall permit (after having received reasonable advance written notice from the Purchaser), any employees, agents or other representatives of the Purchaser and any attorneys, accountants or other agents or representatives designated by the Purchaser to (a) have access to and visit and inspect any of the accounting systems, books of account, financial records and Property thereof with respect to the electric distribution system, (b) examine and make abstracts from any such accounting systems, books and records with respect to the electric distribution system, and (c) discuss the affairs, finances and accounts with respect to the electric distribution system with the officers, employees or agents, all at such reasonable business times as the Purchaser deems necessary or advisable to protect its interests; provided, however, that the foregoing shall not require the City to divulge confidential Information respecting clients or customers of the City.

SECTION 3.04 Reporting Requirements

The City shall furnish to the Purchaser each of the following:

(a) Annual Financial Statements. As soon as available, and in any event within 270 days after the close of each Fiscal Year of the City, the complete, unqualified, financial statements of the City with respect to the electric distribution system, including the balance sheet as of the end of such Fiscal Year and the related statements of operations and changes in net assets and cash flows (showing in each case changes in cash, cash equivalents, and board-designated funds) for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the preceding Fiscal Year, all in reasonable detail, audited and prepared by an Independent certified public accountant in accordance with Accounting Principles, consistently applied and fairly presenting the financial condition of the City and its affiliated organizations, on a consolidated basis, as of the end of such Fiscal Year, and stating that in making the examination necessary to such audit such independent certified public accountant shall have obtained no knowledge, except as specifically stated, of any Event of Default. The filing of said financial statements on the Electronic Municipal Market Access (EMMA) system maintained by The Municipal Securities Rulemaking Board shall satisfy the reporting requirements of this Section.

(b) Amendments to Financing Documents. Promptly upon execution of any amendment, modification or supplement to any of the Financing Documents to which the Purchaser is not a party, a true and correct copy of such amendment, modification or supplement.

(c) Internal Revenue Service. Promptly upon receiving any notice of adverse determination from the Internal Revenue Service concerning the tax-exempt status of the Warrant or any other series of warrants issued under the Indenture.

(d) Other Information. Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the City, as the Purchaser may from time to time reasonably request.

ARTICLE 4

Events of Default; Remedies.

SECTION 4.01 Events of Default and Remedies.

Upon the occurrence of an Event of Default, the outstanding principal amount of the Warrant shall bear interest at a per annum rate equal to the Default Rate from the date of the default until the date such default is cured.

SECTION 4.02 Rights and Remedies of Purchaser in the Event of Act of Insolvency of the City.

In case of the occurrence of any Act of Insolvency with respect to the City, the Purchaser (irrespective of whether there has been a default under this Agreement or any of the other Financing Documents) shall be entitled and empowered to intervene in such proceedings, to file and prove a claim or claims for the whole amount owing and unpaid and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Purchaser (including any claim for reasonable compensation to the Purchaser, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities reasonably incurred, and all advances made, by the Purchaser except as a result of its negligence or bad faith) allowed in such judicial proceedings, to collect and receive any moneys or other property payable or deliverable on any such claims, and to take such other action therein as the Purchaser may deem necessary or appropriate to protect its interests. The City makes no representations or warranties to the Purchaser with respect to the outcome of any bankruptcy or insolvency proceedings.

SECTION 4.03 Waivers by Purchaser

(a) If any agreement contained in this Agreement should be breached by the City and thereafter waived by the Purchaser, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) Neither any failure nor any delay on the part of the Purchaser in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

SECTION 4.04 Remedies Subject to Applicable Law.

All rights, remedies and powers provided by this Article may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable.

SECTION 4.05 Waiver by City.

To the extent permitted by law, the City hereby waives, as to the enforcement of this Agreement, (i) presentation and demand for payment (or protest of nonpayment) of the obligations of the City under the Indenture or any part thereof, and (ii) until the obligations of the City under the Indenture have been fully paid, any rights of subrogation it may have against others by reason of performance under this Agreement.

SECTION 4.06 Continuance of Proceedings.

In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the City and the Purchaser shall be restored to their former positions with respect to the obligations of the City under the Indenture, and otherwise, and the rights, remedies, recourse and powers of the Purchaser hereunder shall continue as if the same had never been invoked.

ARTICLE 5

Provisions of General Application

SECTION 5.01 Notice.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with, the City or the Purchaser shall be sufficient for every purpose hereunder if in writing and (i) delivered personally to the party or, if such party is not an individual, to an officer or other legal representative of the party to whom the same is directed, at the address specified below, (ii) mailed by first-class, registered or certified mail, postage prepaid, addressed as specified below, or (iii) sent by telex or telecopy or other facsimile transmission system to the number specified below. The hand delivery and mailing address and telex or telecopy number for the parties are as follows:

Addresses of City and Purchaser are as follows:

City	Purchaser
City of Opelika City Hall 204 South 7th Street Opelika, Alabama 36801	Regions Capital Advantage, Inc. 1900 5th Avenue North 24th Floor Birmingham, Alabama 35203 Attention: Bo Buckner

(b) Any of such parties may change the address or number for receiving any such notice or other document by giving notice of the change to the other parties named in this Section.

(c) Any notice or other document shall be deemed delivered when actually received by the party to whom directed (or, if such party is not an individual, to an officer or other legal representative of the party) at the address specified pursuant to this Section, or, if sent by telecopy, upon confirmation of receipt at the number specified pursuant to this Section, or, if sent by mail, three days after such notice or document is deposited in the United States mail, first class postage prepaid, addressed as provided above.

SECTION 5.02 Successors and Assigns.

(a) Whenever in this Agreement any party hereto is referred to, such reference shall be deemed to include the successors and assigns of such party.

(b) All covenants, promises and agreements by or on behalf of the City which are contained in this Agreement shall bind the City's successors and assigns and shall inure to the benefit of the successors and assigns of the Purchaser.

SECTION 5.03 Costs and Indemnification.

(a) Upon the occurrence of an Event of Default and to the extent permitted by law, the City shall promptly reimburse the Purchaser for any and all reasonable costs, out-of-pocket expenses and attorneys' fees which the Purchaser may incur in connection with (1) the enforcement of the interests and rights of the Purchaser under, or in connection with, the Financing Documents, including but not limited to, the reasonable fees and disbursements of counsel to the Purchaser, (2) the protection or perfection of the Purchaser's rights and interest under the Financing Documents, (3) the exercise by or for the Purchaser of any of the rights or powers conferred upon the Purchaser under the Financing Documents and (4) in the prosecution or defense of any action or proceeding by or against the Purchaser or the City, or any of them, concerning any matter arising out of, connected with or related to the Financing Documents. Notwithstanding the foregoing, the City shall not be required to reimburse the Purchaser to the extent of any costs, expenses or fees occasioned by the Purchaser's negligence or willful misconduct.

(b) Upon the occurrence of an Event of Default and to the extent permitted by law, the City covenants and agrees to pay and to indemnify and hold the Purchaser and each officer, director, employee or agent thereof (collectively the "Indemnified Parties") harmless against, any and all liabilities, losses, expenses, damages, claims or actions (including all reasonable attorneys' fees and expenses of the Indemnified Parties), of any nature whatsoever incurred by the Indemnified Parties without gross negligence or willful misconduct on their part arising from or in connection with the performance or observance of any covenant or condition under any of the Financing Documents, and (ii) this Agreement to the extent (A) the Purchaser prevails in the matter, (B) the City is responsible for the matter under this Agreement or Applicable Law, or (C) the Purchaser is not responsible to the City for the matter under this Agreement or Applicable Law.

(c) Nothing in this Section is intended to limit the City's obligations contained in this Agreement.

(d) Without prejudice to the survival of any other obligation of the City hereunder, the indemnities and obligations of the City contained in this Section shall survive the payment in full of all of the payments due under the First Supplemental Indenture and the termination of this Agreement as provided herein and shall remain in full force and effect until the commencement of an action based thereon shall be prohibited by law.

SECTION 5.04 Governing Law.

This Agreement, and any other documents executed in connection herewith or related hereto, shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 5.05 Modification; Amendment; Waiver.

No modification, amendment or waiver of any provision of this Agreement, and no consent to any departure by the City therefrom, shall be effective unless the same shall be in writing and signed by the Purchaser, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

SECTION 5.06 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 5.07 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement, and any party may execute this Agreement by executing any one or more of such counterparts.

SECTION 5.08 Service, Waiver of Jury Trial.

(A) EACH PARTY HEREBY (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH PARTY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. PURCHASER IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS AGREEMENT FOR RESOLUTION, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE BORROWER'S WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, THE BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF PURCHASER (INCLUDING PURCHASER'S COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO BORROWER THAT PURCHASER SHALL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

(B) SERVICE OF PROCESS IN ANY ACTION SHALL BE DULY SERVED IF MAILED BY REGISTERED MAIL, POSTAGE PREPAID, TO BORROWER AT ITS ADDRESS DESCRIBED IN SECTION 6.01 OR IF SERVED BY ANY OTHER MEANS PERMITTED BY APPLICABLE LAW.

SECTION 5.09 Article and Section Titles.

The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

SECTION 5.10 Preferences.

To the extent that the Purchaser receives any payment from or on behalf of the City which payment or any part thereof is subsequently: (a) invalidated; (b) declared to constitute a fraudulent conveyance or preferential transfer; (c) set aside; or (d) required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause; then, to the extent of such payment received, the obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment has not been received by the Purchaser.

SECTION 5.11 Duration of Provisions and Termination of this Agreement.

(a) All representations and warranties of the City contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement, any investigation by the City, or the purchase of the Warrant.

(b) All covenants and agreements of the City contained herein shall continue in full force and effect from and after the date hereof until (1) the Purchaser shall not own the Warrant and (2) all obligations of the City under the First Supplemental Indenture shall have been indefeasibly paid in full and no amount thereof is subject to recession or repayment upon any Act of Insolvency with respect to the City.

SECTION 5.12 Interest and Charges Not to Exceed Maximum Amounts Allowed by Law.

Anything in any of the Financing Documents to the contrary notwithstanding, in no event whatsoever, whether by reason of advancement of proceeds of the Warrant, acceleration of the maturity of the unpaid balance of the Warrant, or otherwise, shall the interest and loan charges agreed to be paid to the Purchaser for the use of the money advanced or to be advanced under the Warrant or this Agreement exceed the maximum amounts collectible under Applicable Laws in effect from time to time. It is understood and agreed by the parties that, if for any reason whatsoever the interest or loan charges paid or contracted to be paid by the City in respect of the Warrant shall exceed the maximum amounts collectible under Applicable Laws in effect from time to time, then *ipso facto,* the obligation to pay such interest or loan charges shall be reduced to the maximum amounts collectible under Applicable Laws in effect from time to time, and any amounts collected by the Purchaser that exceed such maximum amounts shall be applied to the reduction of the principal balance of the Warrant or refunded to the City so that at no time shall the interest or loan charges paid or payable in respect of the Warrant exceed the maximum amounts permitted from time to time by Applicable Law.

SECTION 5.13 Transfer of the Warrant

The Purchaser covenants and agrees that any sale, transfer or distribution of the Warrant by the Purchaser will be made in accordance with federal securities law and the provisions of the Warrant.

ARTICLE 6

The Purchaser

SECTION 6.01 Liability of the Purchaser.

The Purchaser may execute and perform any of the duties or powers required of it hereunder by or through attorneys, receivers or agents and shall be entitled to advice of counsel concerning all matters with respect to its duties hereunder. The City agrees that the Purchaser shall not be liable or responsible for any negligence, mistake, act or omission of any accountant, examiner, agent, attorney, receiver or operator contracted for by the Purchaser in making examinations or investigations, or otherwise in perfecting, maintaining, protecting or realizing upon any security for the obligations of the City under the Indenture and selected with reasonable care by the Purchaser; provided, however, the Purchaser shall be liable for the gross negligence or willful misconduct of any such accountant, examiner, agent, attorney, receiver or operator.

SECTION 6.02 <u>Role of Purchaser</u>

The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Agreement and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Agreement, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the City has been informed that the City should discuss this Agreement and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on this Agreement or any such other information, materials or communications.

IN WITNESS WHEREOF, the City and the Purchaser, have each caused this Agreement to be executed in its name, under seal, by an officer thereof duly authorized thereunto, all as of the day and year first above written

CITY OF OPELIKA

By:____________________________________

Name:__________________________________

Its:____________________________________

REGIONS CAPITAL ADVANTAGE, INC.

By:____________________________________

Name:__________________________________

Its_____________________________________

FIRST SUPPLEMENTAL TRUST INDENTURE

Dated as of [Date of Delivery]

By and between

CITY OF OPELIKA, ALABAMA

and

REGIONS BANK

This instrument was prepared by James Birchall of Bradley Arant Boult Cummings LLP, One Federal Place, 1819 5th Avenue North, Suite 200, Birmingham, Alabama 35203

THIS **FIRST SUPPLEMENTAL TRUST INDENTURE** dated as of [Date of Delivery] (the "First Supplemental Indenture") by and between the **CITY OF OPELIKA, ALABAMA** (the "City"), a municipal corporation, party of the first part, and **REGIONS BANK** (the "Trustee"), party of the second part,

WITNESSETH:

The parties hereto have heretofore entered into a Trust Indenture dated as of March 1, 2011 (the "Original Indenture"). The Original Indenture and this First Supplemental Indenture are herein collectively referred to as the "Indenture." This First Supplemental Indenture is executed and delivered pursuant to the Original Indenture to add additional covenants and to authorize and make provisions with respect to the use of the proceeds of an Additional Warrant. The execution and delivery of this First Supplemental Indenture has been duly authorized on behalf of the City.

ARTICLE I

DEFINITIONS

All terms used herein with initial capitalization which are not expressly defined herein shall have the meanings ascribed to them in the Indenture.

The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"**Authorized City Representative**" means any officer or agent of the City authorized by the governing body of the City to act as Authorized City Representative under this Indenture, including without limitation the Mayor or City Clerk/Treasurer.

"**Authorized Denominations**" means the sum of $5,000 and any integral multiple thereof with respect to the Series 2017 Warrant.

"**Business Day**" means any day other than (1) a Saturday, a Sunday, (2) a day on which the payment system of the Federal Reserve System is not operational, (3) a day on which banking institutions are required or authorized to remain closed in the city in which is located the office of the Trustee where the Indenture is performed thereby, and (4) any day which shall be specified in any Supplemental Indenture, with respect to the particular series of Warrants created by such Supplemental Indenture, as not a "Business Day" with respect to such series of Warrants.

"**Federal Securities**" means direct general obligations (including obligations issued or held in book-entry form on the books of) of the Department of the Treasury of the United States of America.

"**First Supplemental Indenture**" means this First Supplemental Trust Indenture dated as of [Date of Delivery] between the City and the Trustee.

"**Indenture**" means the Original Indenture as supplemented and amended by this First Supplemental Indenture.

"**Interest Payment Date**" means each March 1 and September 1, first interest payable on March 1, 2018.

"**Net System Revenues**" means the total revenues derived from the operation of the System, including investment income, remaining after the payment of Operating Expenses, provided however that (1) grants or borrowed funds, (2) deposits or payments by contractors to offset the cost of extensions or new connections and (3) customer deposits to ensure payment of utility services shall not be considered part of Net System Revenues.

"**Operating Expenses**" means, for the applicable period or periods, the reasonable and necessary expenses of efficiently and economically administering and operating the System and in maintaining it in good repair and operating condition, including without limitation, the fees and expenses of the Trustee under the Indenture and any other trustee or escrow trustee under any authorizing resolution or ordinance, indenture or refunding trust agreement pertaining to the revenue warrants of the City, the cost of electricity purchased or otherwise obtained and supplied by the City including without limitation any and all payments required pursuant to any agreements or contracts therefor to which the City is a party and any other charges herein expressly stated to constitute an operating expense (but not including depreciation, interest on any securities payable from revenues of the System, payments into any of the special funds created herein or created pursuant to any Supplemental Indenture or any expenses for items properly chargeable by generally accepted accounting principles to fixed capital account).

"**Original Indenture**" means the Trust Indenture dated as of March 1, 2011 between the City and the Trustee.

"**Outstanding**" shall have the meaning assigned thereto in the Original Indenture.

"**Owner**" means the registered owner of the Warrant.

"**Payment Date**" means any scheduled interest payment date or any scheduled principal payment or mandatory redemption date with respect to the Series 2017 Warrant.

"**Record Date**" means, with respect to the Series 2017 Warrant, that date which is 15 calendar days before any date on which interest is due and payable on such warrant.

"**Secured Deposits**" means U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks (including without limitation the Trustee), provided that such deposit is collaterally secured by the issuing bank by pledging securities having a market value (exclusive of accrued interest) not less than the face amount of such deposit less the amount of such deposit which is insured by the Federal Deposit Insurance Corporation.

"**Series 2011 Warrants**" means the City's outstanding Electric System Revenue Warrants, Series 2011, dated March 1, 2011.

"**Series 2017 Warrant**" means the warrant authorized to be issued pursuant to Section 2.1 hereof.

"**System**" means the entire electric distribution system presently owned and operated by the City, together with all improvements and additions hereafter made thereto, including all plants, buildings, facilities or properties used or useful in or having the present capacity for future use in connection with the supply, distribution, generation or transmission of electricity and any integral part thereof, including, but not limited to, substations, wires, poles, transformers, meters, and all necessary appurtenances, equipment, properties, rights, easements, permits, licenses and franchises relating thereto, and all other property, real, personal or mixed, now owned by the City or hereafter acquired by it, by construction or otherwise, and used in connection with the aforesaid facilities.

"**Trustee**" means Regions Bank, and its successors and assigns, the trustee under the Indenture.

"**Warrant Purchase Agreement**" means the Warrant Purchase Agreement of even date between the City and Regions Capital Advantage, Inc.

ARTICLE II

THE SERIES 2017 WARRANT; CUSTODY AND APPLICATION OF WARRANT PROCEEDS

SECTION 2.1 Authorization of Series 2017 Warrant. For the purposes of providing funds for the (1) payment and advance refunding and redemption on March 1, 2021 of the City's outstanding Electric System Revenue Warrants, Series 2011, dated March 1, 2011 (the "Series 2011 Warrants"), and the (2) payment of issuance expenses, the Series 2017 Warrant shall be issued as hereinafter set forth.

SECTION 2.2 Series 2017 Warrant. There is hereby authorized to be issued a single $26,040,000 aggregate principal amount Electric System Revenue Refunding Warrant, Series 2017, dated the date of delivery, which Series 2017 Warrant shall be issued to Regions Capital Advantage, Inc., the original purchaser, pursuant to the Indenture. The Series 2017 Warrant shall be dated [Date of Delivery], shall be in registered form, shall be payable as to principal on March 1 in the years and amounts set forth below, shall mature on March 1, 2036, and shall bear interest until maturity or prior optional redemption at a fixed per annum rate of interest equal to 3.150%, first payable on March 1, 2018, and on each March 1 and September 1 thereafter until maturity:

Year	Principal
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	

The form of the Series 2017 Warrant and the requisite certificates applicable thereto shall be as follows, with appropriate changes, variations and insertions as provided herein:

THIS SERIES 2017 WARRANT IS A RESTRICTED SECURITY WITHIN THE MEANING OF SECURITIES AND EXCHANGE COMMISSION ("SEC") RULE 144(a)(3) UNDER THE SECURITIES ACT OF 1933 ("1933 ACT") AND ANY SALE OR TRANSFER OF THIS SERIES 2017 WARRANT MUST BE MADE IN COMPLIANCE WITH THE CONDITIONS OF SEC RULE 144 OR RULE 144A UNDER THE 1933 ACT OR IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT.

UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF OPELIKA
ELECTRIC SYSTEM REVENUE REFUNDING WARRANT
SERIES 2017

No. R-1

Maturity Date	Interest Rate
March 1, 2036	3.150%

The City of Opelika, an Alabama municipality (the "City"), for value received, hereby acknowledges itself indebted, to the extent described herein, to **REGIONS CAPITAL ADVANTAGE, INC.**, in the principal sum of

__________________ THOUSAND DOLLARS

and hereby orders and directs the City Clerk/Treasurer of the City to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter described, in accordance with the payment schedule attached hereto as Exhibit A, the principal and interest hereon solely from said Warrant Fund from the date hereof at the fixed per annum interest rate specified above, with principal payable on March 1, first principal payable on March 1, 2018, and with interest payable on each March 1 and September 1, first interest payable on March 1, 2018, in accordance with the aforementioned principal and interest payment schedule incorporated herein by reference. Interest shall be computed on a 360-day year with twelve (12) months of thirty (30) days each. Both the principal of and premium, if any, on this warrant shall be payable only upon presentation and surrender hereof at the designated corporate trust office of Regions Bank (the "Trustee"), or its successor as trustee under the Indenture hereinafter referred to. The principal of, premium, if any, and interest on this Warrant are payable in lawful money of the United States of America, at par and without deduction for exchange or costs of collection.

This Warrant is all of a duly authorized warrant issue authorized to be issued in the aggregate principal amount of $26,040,000, and designated "Electric System Revenue Refunding Warrant, Series 2017" (the "Series 2017 Warrant"), issued pursuant to the Constitution and laws of the State of Alabama, including the provisions of Section 11-47-2 of the Code of Alabama 1975 as amended, and pursuant to a Trust Indenture dated as of March 1, 2011 and a First Supplemental Trust Indenture of even date herewith (collectively the "Indenture"), between the City and the Trustee. The Indenture is not subject to foreclosure.

This Series 2017 Warrant is subject to redemption prior to maturity, at the option of the City, as a whole or in part, on March 1, 2023, and on any date thereafter, at and for a redemption price, equal to the principal amount thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

The Indenture authorizes the City to issue, at any time and from time to time, additional warrants in one or more series without express limit as to principal amount and secured on a parity of lien with the Series 2017 Warrant, upon and subject to the terms and conditions therein specified (the Series 2017 Warrant and all such additional warrants being herein together called the "Warrants"). The principal of, premium, if any, and interest on the Warrants are payable solely out of the net revenues derived from the electric distribution system of the City more particularly described in the Indenture (collectively the "System"). Under and pursuant to the Indenture, there has been created a special fund known as the "Warrant Fund," which is required by the Indenture to be held in trust by the Trustee and applied to the payment of the principal of, premium, if any, and interest on the Warrants. The City has pledged to the Warrant Fund for such purpose a sufficient amount of the net revenues from the System remaining after payment of the costs of maintaining and operating the System.

Reference is hereby made to the Indenture, copies of which are on file at the designated corporate trust office of the Trustee, for a description of the System, the nature and extent of the security afforded thereby, the rights and duties of the City and the Trustee with respect thereto, the nature and extent of the rights of the registered owner of the Warrants and the terms and conditions on which additional warrants may be issued, to which the registered owner hereof, by acceptance of this Warrant, assents. The registered owner of this Warrant shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an event of default as described in the Indenture shall occur, the principal of the Warrants may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the registered owners of the Warrants at any time, in certain instances without the consent of the registered owners of the Warrants and, in others, with the consent of the registered owners of a specified percentage of the aggregate principal amount of the Warrants at the time outstanding, as defined in the Indenture. Any such consent by the registered owner of this Warrant shall be conclusive and binding upon such registered owner and upon any future registered owners of this Warrant and of any warrant issued in lieu hereof, whether or not notation of such consent or waiver is made upon this Warrant.

This Warrant is not a general obligation debt of the City, the State of Alabama or any county, municipality or political subdivision thereof. No county or municipality nor the City shall be obligated to pay the same or the interest thereon except as by the City from the net revenues of the System, and neither the faith and credit nor taxing power of the City, the State of Alabama or any county or municipality in Alabama is pledged to the payment of the principal of, premium (if any) or the interest on this Series 2017 Warrant.

No covenant or agreement contained in this Warrant or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the City or of the Trustee in its individual capacity, and neither any member of the governing body of the City nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

It is hereby certified that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed and happen precedent to or in the issuance of this Warrant do exist, have been performed and have happened in due and legal form.

This Warrant shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication and registration hereon shall have been executed by the Trustee by the manual signature of one of its authorized officers.

IN WITNESS WHEREOF, the City has caused this Warrant to be manually executed in its name and on its behalf, and attested by the City Clerk/Treasurer who has also manually imprinted the municipal seal hereunto and has caused this Warrant to be dated [Date of Delivery].

CITY OF OPELIKA

By ________________________________
Mayor

CITY SEAL

Attest: ______________________________
City Clerk/Treasurer

AUTHENTICATION AND REGISTRATION DATE:

Trustee's Authentication and Registration Certificate

The within Warrant is one of those described in the within mentioned Indenture and has been registered by the City of Opelika on the registration books maintained with the Trustee in the name of the above-named registered owner on the authentication and registration date specified above.

REGIONS BANK

By ________________________________
Its Authorized Officer

REGISTRATION CERTIFICATE

I hereby certify that this warrant has been duly registered by me as a claim against the net electric revenues of the City of Opelika, in the State of Alabama, and the Warrant Fund referred to herein.

____
City Clerk/Treasurer

ASSIGNMENT

For value received ________________________________ hereby sell(s), assign(s) and transfer(s) unto ________________________________ the within Warrant and hereby irrevocably constitute(s) and appoint(s) ______________________________ attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within-mentioned Trustee.

Dated this ______ day of _______________, _______.

____
NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

____
(Bank, Trust Company or Firm)

By ________________________________
(Authorized Officer)

Medallion Number: _________________

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

EXHIBIT A

[Principal and Interest Payment Schedule]

SECTION 2.3 Execution and Delivery of Series 2017 Warrant

(a) The Series 2017 Warrant shall, upon the execution and delivery of this First Supplemental Indenture, be manually executed by the Mayor and shall be manually attested by the City Clerk/Treasurer and delivered to the Trustee for authentication and registration and the Trustee shall authenticate and register said Series 2017 Warrant and deliver it as the City may direct. The receipt of the City Clerk/Treasurer of the City shall be full acquittal to the purchaser for the purchase price of the Series 2017 Warrant, and such purchaser shall be under no obligation to see to the application thereof. Nevertheless, the City Clerk/Treasurer of the City shall hold the proceeds from the sale of the Series 2017 Warrant in trust and shall dispose of the same only as provided in Section 2.4 hereof.

(b) The City shall cause to be kept at the designated corporate office of the Trustee a register (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Series 2017 Warrant and registration of transfers of Series 2017 Warrant entitled to be registered or transferred as herein provided. The Trustee is hereby appointed "Warrant Registrar" for the purpose of registering Series 2017 Warrant and transfers of Series 2017 Warrant as herein provided.

SECTION 2.4 Application of Proceeds from Sale of and Purposes for Issuance of Series 2017 Warrant. The City hereby authorizes the Trustee to apply the proceeds from the sale of the Series 2017 Warrant as follows:

(a) The sum of $___________ shall be deposited in the Escrow Fund established pursuant to the Refunding Trust Agreement, along with the sum of $______ transferred thereto from the Series 2011 Warrant Fund and the sum of $_______ transferred thereto from the Series 2011 Reserve Fund, and applied in the combined amount of $_______ to the advance refunding and redemption of the Series 2011 Warrants on March 1, 2021 in accordance with the Refunding Trust Agreement and Verification Report by purchasing $_______ of open-market securities (the prior purchase of which is hereby approved) and retaining the sum of $_______ as an initial cash deposit.

(b) $__________ shall be used to pay issuance expenses as set forth on Exhibit A attached hereto and incorporated herein by reference. Such expenses to be deposited by the Trustee in the Series 2017 Warrant Fund, with any principal sums remaining after the payment of all issuance expenses to remain therein and be applied to the first interest payment due March 1, 2018.

SECTION 2.5 Application of Proceeds from Series 2011 Warrant Fund. The sum of $__________ presently on deposit in the Series 2011 Warrant Fund shall be transferred to the Series 2011 Escrow Fund and applied to the advance refunding and redemption of the Series 2011 Warrants as described in Section 2.4(a) above.

SECTION 2.6 Reserved.

SECTION 2.7 Investments. The Trustee is hereby directed to invest and reinvest monies held in connection with the Series 2017 Warrant promptly upon receipt of, and in accordance with, the written instructions of the City, in Federal Securities. The Trustee may conclusively rely upon the City's written instructions as to both the suitability and legality of all directed investments. Ratings of investments shall be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. In the absence of written investment instructions from the City, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. The Trustee shall not be liable for any loss from any directed investments. Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City hereby agrees that broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

ARTICLE III
MISCELLANEOUS PROVISIONS

SECTION 3.1 **No Designation of Series 2017 Warrant Pursuant to Section 265 of the Code**. The City will not designate the Series 2017 Warrant as a "qualified tax-exempt obligation" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The City acknowledges that the Series 2017 Warrant is not "bank qualified."

SECTION 3.2 **Covenants With Respect to Federal Tax Exemption for Interest**. The City recognizes that the Series 2017 Warrant is being sold on the basis that the interest payable on the Series 2017 Warrant is excludable from gross income of the registered owners thereof for federal income taxation under Section 103 of the Code. The City covenants and agrees, and the Trustee agrees as to the portions of clause (d) of this Section specifically applicable to Trustee, for the benefit of the registered owners of the Series 2017 Warrant that:

(a) the proceeds of the Series 2017 Warrant will be used solely for the governmental purposes for which they are issued;

(b) the proceeds of the Series 2017 Warrant shall not be used or applied by the City, the revenues of the System shall not be accumulated in the Revenue Fund, the Warrant Fund, or the Reserve Fund, nor shall any investment of any thereof be made, nor shall any other action be taken or omitted which would cause the Series 2017 Warrant to be or become "arbitrage bonds" as that term is defined in Section 148 of the Code;

(c) no part of the proceeds of the Series 2017 Warrant shall be used (directly or indirectly) (i) in a trade or business carried on by any person other than a governmental unit or (ii) to make or finance loans to any person, firm or corporation with respect to the sale or use of electricity services from the System, the management and operation of the System, or the sale, leasing or other disposition of the System, or of any other nature, the result of which would be that the interest on the Series 2017 Warrant would be or become includable in gross income of the registered owners thereof for federal income taxation;

(d) the City will make full and timely payment of all rebate payments to the United States of America, the Trustee will make available to the City all records pertaining to the investment of and income on the Reserve Fund, and the Trustee will maintain all records with respect thereto requested by the City that may be required by Section 148(f) of the Code and any applicable regulations thereunder;

(e) neither the Series 2017 Warrant nor any proceeds thereof shall ever be "federally guaranteed" as that term is defined in Section 149(b) of the Code, except as expressly permitted in Section 149(b) of the Code; and

(f) the City will not take any action, or omit to take any action, with respect to the Series 2017 Warrant that would cause the interest on the Series 2017 Warrant to be or become includable in gross income of the registered owners thereof for federal income taxation under Section 103 of the Code.

SECTION 3.3 **Payments to Warrant Fund**. The payments into the Warrant Fund shall be adjusted as provided in the Indenture to provide for such additional amounts as are necessary to pay, or provide for the payment of, the principal of and interest on the Series 2017 Warrant, as well as all other Warrants which may be Outstanding.

SECTION 3.4 **Payment Into and Payments From Reserve Fund**. All funds in the Reserve Fund for the Series 2011 Warrants will be transferred by the Trustee to the Escrow Fund established by the Refunding Trust Agreement and applied as set forth in Section 2.4(a) hereinabove.

SECTION 3.5 **Severability**. In the event that any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.6 **Confirmation of Indenture**. As supplemented by this First Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed.

SECTION 3.7 **Separate Agreement**. It is the intent of the City and the Trustee that this First Supplemental Indenture, while further supplementing the Original Indenture, shall also constitute a separate and distinct legal, valid and binding agreement between the City and the Trustee.

Section 3.8 **Continuing Disclosure Obligation.** The City will make its audit of the System, included in the City's annual audit, available on EMMA in each year in accordance with its current continuing disclosure obligations under its general obligation indebtedness. The City will comply with the reporting requirements of Regions Capital Advantage, Inc. as set forth in the Warrant Purchase Agreement.

Section 3.9 **Advance Refunding and Redemption of the Series 2011 Warrants**. The Series 2011 Warrants are hereby called for redemption on March 1, 2021 (the "Redemption Date"). The Trustee is hereby directed to take all action necessary to effect the redemption of the Series 2011 Warrants on the Redemption Date. The City is not in default in the payment of the principal of or interest on any of the Series 2011 Warrants or under the Indenture and all of the Series 2011 Warrants now outstanding are to be retired on the Redemption Date. The Trustee shall give notice of redemption of the Series 2011 Warrants in accordance with the Indenture and by United States registered or certified mail not less than thirty (30) days prior to the Redemption Date to the registered owners of the Series 2011 Warrants which are to be redeemed. The Notice shall be in substantially the following form and is hereby ratified and confirmed:

NOTICE OF REDEMPTION

NOTICE IS HEREBY GIVEN that the Electric System Revenue Warrants, Series 2011, dated March 1, 2011, of City of Opelika, Alabama, shall be called for redemption on March 1, 2021 and will become due and payable on such date at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption, without premium or penalty. All such warrants should be surrendered at the designated corporate trust office of Regions Bank, and no such warrants will be paid until so surrendered. All interest on such Series 2011 Warrants so called for redemption will cease to accrue after March 1, 2021, whether or not the Series 2011 Warrants are presented for payment.

CITY OF OPELIKA, ALABAMA

By Regions Bank
Its duly authorized agent

(b) Such notices of redemption shall be sent by the Trustee in accordance with the Indenture by United States registered or certified mail to the registered owners of the Series 2011 Warrants so called for redemption not less than thirty (30) days prior to March 1, 2021.

(c) The Trustee, hereby accepts the powers conferred upon it by this section and hereby agrees to mail the notice of redemption provided for in this section, all in accordance with the Indenture pursuant to which the Series 2011 Warrants were issued, and the provisions of this Agreement. The Trustee may add to such notice any other statements it deems necessary or desirable.

ARTICLE IV
AMENDMENT OF ORIGINAL INDENTURE

Section 4.1 Elimination of Reserve Fund for Series 2017 Warrant. Regions Capital Advantage, Inc., the holder of the Series 2017 Warrant, has consented to the elimination of a debt service reserve requirement for the Series 2017 Warrant. Consequently, Section 6.6 of the Original Indenture, and all references in the Original Indenture to the Reserve Fund and the requirements thereof, are hereby deleted in their entirety.

Section 4.2 Reserve Funds for future Additional Warrants. The elimination of the Reserve Fund requirement for the Series 2017 Warrant does not prevent the City from providing a debt service fund for the holders of future Additional Warrants. In order to provide for a debt service reserve fund for the holders of future Additional Warrants, the City must (i) declare its intent in the supplemental indenture pursuant to which such future Additional Warrants are to be issued, and (ii) recite therein that the holder of the Series 2017 Warrant shall have no claim on or right to the said future debt service reserve fund; provided, however, that any such future debt service reserve fund must comply with the requirements of Section 6.6 of the Original Indenture and the balance in such fund may not exceed the Maximum Required Reserve.

IN WITNESS WHEREOF, the City has caused this First Supplemental Trust Indenture to be executed in its corporate name and behalf by the Mayor, has caused its corporate seal to be hereunto affixed and has caused this First Supplemental Trust Indenture to be attested by its City Clerk/Treasurer, and the Trustee has caused this First Supplemental Trust Indenture to be executed in its name and behalf, has caused its seal to be hereunto affixed and has caused this First Supplemental Trust Indenture to be attested, by its duly authorized representatives, all as of the day and year first hereinabove written.

CITY OF OPELIKA

CITY SEAL

By______________________________
Its Mayor

Attest ____________________
Its City Clerk/Treasurer

REGIONS BANK

BANK SEAL

By______________________________
Its Authorized Representative

Attest ____________________
Its Authorized Representative

STATE OF ALABAMA
LEE COUNTY

I, the undersigned, a Notary Public in and for said County in said state, hereby certify that Gary Fuller, whose name as Mayor of the City of Opelika, Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal of office, this ____ day of December, 2017.

James T. Birchall, Notary Public
My commission expires 4-16-19

S E A L

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said state, hereby certify that ______________, whose name as a duly authorized representative of Regions Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, she, as such authorized representative and with full authority, executed the same voluntarily for and as the act of said bank.

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

James T. Birchall, Notary Public
My commission expires 4-16-19

S E A L

EXHIBIT A

[Approved Issuance Expenses]

The Trustee is authorized to begin disbursing the following approved issuance expenses on the closing date and to apply any principal sums remaining after the payment of all issuance expenses to the first interest payment due March 1, 2018:

INDEX OF DOCUMENTS

$26,040,000
CITY OF OPELIKA
ELECTRIC SYSTEM REVENUE REFUNDING WARRANT
SERIES 2017

Dated and Delivered to Regions Capital Advantage, Inc. on [Delivery Date]

CERTIFICATE OF TRUSTEE

1. This certificate is executed and delivered in connection with the issuance of a $26,040,000 principal amount Electric System Revenue Refunding Warrant, Series 2017, dated [Delivery Date] (the "Series 2017 Warrant"), by the City of Opelika, Alabama (the "City"), to Regions Capital Advantage, Inc., pursuant to that certain Trust Indenture dated as of March 1, 2011 (the "Original Indenture"), as supplemented pursuant to a First Supplemental Trust Indenture dated as of [Delivery Date] (the "First Supplemental Indenture") between the Board and Regions Bank (the "Trustee"). The Original Indenture and the First Supplemental Indenture are herein collectively referred to as the "Indenture."

2. The Trustee has received the executed First Supplemental Indenture. The City is not to the knowledge of the Trustee in default under the Indenture.

3. The Trustee has received on the date hereof on behalf of the City upon delivery of the Series 2017 Warrant to Regions Capital Advantage, Inc., the original purchaser thereof, the purchase price of the Series 2017 Warrant as stated in the ordinance adopted by the City on December 19, 2017 authorizing the Series 2017 Warrant, the purchase price of $26,040,000, such price being equal to the principal amount of the Series 2017 Warrant. The proceeds of the Series 2017 Warrant have been disbursed as provided in the First Supplemental Indenture and the Closing Memorandum.

4. The Trustee has registered and authenticated the Series 2017 Warrant and delivered the same to the aforesaid purchaser.

5. The First Supplemental Indenture and the Refunding Trust Agreement have been executed, sealed, attested and delivered by duly authorized officers of the Trustee.

6. The seal affixed hereto and to the First Supplemental Indenture and to the Refunding Trust Agreement is the official corporate seal of the Trustee, and the undersigned officer is duly authorized to affix the same to deeds, contracts, indentures and other documents of the Trustee.

This ___ day of December, 2017.

REGIONS BANK

BANK SEAL

By ______________________________
Its Vice-President

The Mayor and City Council
of the City of Opelika
Opelika, Alabama

Regions Capital Advantage, Inc.
Birmingham, Alabama

Ladies and Gentlemen:

We have examined certified copies of proceedings of the governing body of the City of Opelika (the "City"), in the State of Alabama, and other documents submitted to us pertaining to the authorization, sale, and issuance of

$26,040,000
CITY OF OPELIKA, ALABAMA
Electric System Revenue Refunding Warrant
Series 2017

(the "Warrant"). The statements herein made and the opinions herein expressed are based upon our examination of the aforesaid proceedings and documents examined by us. The documents submitted to us show as follows:

(1) that the Warrant has been issued under a Trust Indenture dated as of March 1, 2011, and a First Supplemental Trust Indenture dated as of [Delivery Date] (herein collectively called the "Indenture"), between the City and Regions Bank, as trustee, wherein the City has pledged for payment of the Warrant the net revenues derived by the City from the operation of its electric distribution system, as said system may be presently or hereafter constituted (the "System"), remaining after the payment of the costs of operating and maintaining the System (the "Net System Revenues"); and

(2) that in the Indenture the City has reserved the privilege of issuing from time to time additional warrants (the "Additional Warrants"), in one or more series, without limitation as to principal amount, on a parity with the Warrant upon compliance with the conditions set forth in the Indenture precedent to the issuance thereof.

We are of the opinion that the City has corporate power to own and operate the System, to issue the Warrant, to enter into the Indenture, and that such Indenture is valid, binding, and enforceable against the City; that the Warrant is in due and legal form and evidences a valid, limited obligation of the City payable solely out of the Net System Revenues; that the Warrant has been issued under the Indenture and is secured by a pledge of the Net System Revenues and by the provisions of the Indenture; that the said pledge is a valid pledge of said net revenues, subject to all prior lawful charges on said revenues; that the City may issue Additional Warrants payable from the Net System Revenues on a parity of lien with the Warrant; and that, under existing statutes, the interest on the Warrant is exempt from Alabama income taxation.

We are further of the opinion that, under the Internal Revenue Code of 1986, as amended (herein called the "Code"), and applicable regulations, rulings and court decisions, and assuming compliance by the City with certain covenants set forth in the Indenture, with respect to certain requirements of federal tax law, the interest on the Warrant will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code and will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by

Section 55 of the Code. We note, however, that interest on the Warrant is taken into account in determining adjusted current earnings for purposes of the federal alternative minimum tax imposed on certain corporations. We express no opinion with respect to federal tax consequences to the recipient of the interest income on the Warrant under any provision of the Code not referred to above.

We have not examined the title of the City to the System as it presently exists, but have assumed that the City has good title to the System, subject to "Permitted Encumbrances," as that term is defined in the Indenture.

The Indenture provides that, upon the occurrence of an event of default of the City, the Trustee may declare the Warrants then outstanding to be forthwith due and payable in the manner and with the effect provided in the Indenture, and the said Trustee shall be entitled to exercise the rights specified in the Indenture. The Indenture does not, however, constitute a mortgage on the System and is not subject to foreclosure.

The rights of the holders of the Warrant and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Neither the Warrant nor the Indenture contains any provision to increase the interest rate or otherwise compensate the Purchaser in the event the interest on or value of the Warrant is negatively affected by the federal tax reform bill presently under consideration in Congress.

We call to your attention that the Warrant has been sold upon the condition that the purchaser thereof deliver to the City an investment letter and, accordingly, that no official statement or other offering or disclosure document has been prepared or approved by the City.

Regions Capital Advantage, Inc. (the "Lender"), the original purchaser of the Warrant from the City, has acknowledged that our engagement as bond counsel to the City did not include services relating to the compilation, verification or furnishing to the Lender of information regarding the merits and risks of investment in the Warrant. The Lender has represented to us and the City that the Lender has had full and free access to all books, records and audits of the City, and that the Lender has been provided with and has evaluated such financial and general information respecting the City, the Net System Revenues, the electric distribution system of the City, and the Warrant as the Lender has deemed necessary to enable the Lender to make an informed investment judgment prior to purchasing the Warrant.

Yours very truly,

RECEIPT FOR SERIES 2017 WARRANT

The undersigned representative, duly authorized to execute and deliver this certificate, hereby acknowledges receipt on behalf of Regions Capital Advantage, Inc., of the $26,040,000 principal amount Electric System Revenue Refunding Warrant, Series 2017, dated the date of delivery, issued by the City of Opelika, Alabama (the "City") pursuant to that certain ordinance duly adopted by the governing body of the City on December 19, 2017 and the First Supplemental Trust Indenture of even date between the City and the Regions Bank, as trustee, supplementing the original Trust Indenture dated as of March 1, 2011.

This ___ day of December, 2017.

REGIONS CAPITAL ADVANTAGE, INC.

By ________________________________
Its duly authorized representative

NON-ARBITRAGE CERTIFICATE

The undersigned Mayor and City Clerk/Treasurer of the City of Opelika (the "Issuer"), and the Director of the Light and Power Department of the Issuer, do hereby certify as follows:

1. Simultaneously with the delivery of this Certificate, the Issuer will issue to Regions Capital Advantage, Inc. its $26,040,000 Electric System Revenue Refunding Warrant, Series 2017, dated [Delivery Date] (the "Series 2017 Warrant"), pursuant to a First Supplemental Trust Indenture of even date with the Series 2017 Warrant, supplementing the Trust Indenture dated as of March 1, 2011 (collectively the "Indenture") between the Issuer and Regions Bank (the "Trustee"). The proceeds of the Series 2017 Warrant will be used to (1) advance refund and redeem the Issuer's outstanding Electric System Revenue Warrants, Series 2011, dated March 1, 2011 (the "Series 2011 Warrants") on March 1, 2021, and (2) pay issuance expenses.

2. On the basis of the facts and estimates set forth below, the Issuer expects the following with respect to the issuance of the Series 2017 Warrant:

Issuance of Series 2017 Warrant

The Series 2017 Warrant will be issued on the date hereof.

Sale and Investment Proceeds

(a) On the date hereof the Issuer will receive principal proceeds of the Series 2017 Warrant in the amount of $26,040,000. The sources and uses of funds are as follows:

Sources	
Principal	$26,040,000
Total	$26,040,000
Uses	
Advance Refunding the Series 2011 Warrants	$__________
Issuance Expenses	$__________
Total	$26,040,000

(b) The expenses of issuing the Series 2017 Warrant, estimated to be $__________, shall be disbursed by the Trustee on behalf of the Issuer within 10 days of the date hereof from the principal proceeds of the Series 2017 Warrant. Any proceeds remaining after the payment of all issuance expenses shall be deposited in the Series 2017 Warrant Fund established under the Indenture and applied to the first interest payment due March 1, 2018.

Advance Refunding of Series 2011 Warrants

The Issuer shall apply the principal sum of $________ of the Series 2017 Warrant, along with $__________ from the Series 2011 Reserve Fund, and $_________ from the Series 2011 Warrant Fund, in the combined amount of $________ to the advance refunding and redemption of the Series 2011 Warrants on

March 1, 2021, as more particularly described in the Refunding Trust Agreement and in accordance with the Verification Report.

Electric System Improvements Financed by Series 2011 Warrants

(a) The Issuer issued the Series 2011 Warrants on March 3, 2011. The Electric System Improvements consisted of (i) construction of a new office building for the Electric Department, (ii) reconductor of four distribution circuits for future growth, (iii) installation of fiber to the Electric System for SmartGrid applications, and (iv) installation of switches and capacitors for the SmartGrid.

(b) The remaining weighted average maturity of the Series 2011 Warrants is _____ years. The original reasonably expected economic lives of the Electric System Improvements were in excess of thirty years.

Transferred Proceeds

No proceeds of any prior issue shall be allocated to expenditures in connection with the Series 2017 Warrant. There are no transferred proceeds (as defined in Treas. Reg. 1.148-9).

Replacement Proceeds

There are no replacement proceeds within the meaning of Treas. Reg. § 1.148-1(c) of the Series 2011 Warrants. The Series 2017 Warrant will not remain outstanding longer than necessary to accomplish the governmental purposes of the Series 2017 Warrant within the meaning of Treas. Reg. §1.148-10(a)(4) as shown as follows:

(a) The weighted average maturity of the Series 2017 Warrant is ____________ years and is less than 120% of the average reasonably expected economic life (more than 30 years) of the Series 2011 Improvements originally financed by the Series 2011 Warrants.

(b) The arbitrage yield on the Series 2017 Warrant is ____%.

Reserve Fund

(c) The amount of $_________ on deposit in the Reserve Fund for the Series 2011 Warrants shall be transferred to the Series 2011 Escrow Fund. There will be no reserve fund for the Series 2017 Warrants. All amounts in the Reserve Fund for the Series 2011 Warrants shall be transferred to the Series 2011 Escrow Fund and applied to the advance refunding and redemption of the Series 2011 Warrants in accordance with the Refunding Trust Agreement and the Verification Report.

Establishment of Sinking Funds

(a) Except for the Warrant Fund, the Issuer has not created or established, and does not expect to create or establish, any sinking fund or pledged fund or other similar fund for the payment of the Series 2017 Warrant.

(b) Any money deposited in the Warrant Fund will be spent within a 13-month period beginning on the date of deposit, and any money received from the investment of money held in the Warrant Fund will be spent within a 12-month period beginning on the date of receipt.

Governmental Purposes of Series 2017 Warrant

The Issuer has determined that the Series 2017 Warrant would be issued and the herein-referenced actions taken to accomplish these governmental purposes if the interest on the Series 2017 Warrant was not excludable from gross income under Section 103(a) (assuming that the hypothetical taxable interest rate would be the same as the actual tax-exempt interest rate).

3. This certificate is being executed and delivered pursuant to the regulations prescribed under Section 148 of the Code, and the undersigned is an officer of the Issuer charged, pursuant to the Indenture, with the responsibility of issuing the Series 2017 Warrant.

4. To the best of the knowledge and belief of the undersigned, the expectations of the Issuer set forth in this certificate are reasonable. The Issuer acknowledges that it may be required to make a rebate calculation under Section 148 of the Code and hereby agrees that it will comply with all rebate requirements of the Code in order to maintain the tax-exempt status of the Series 2017 Warrant.

5. No artifice or device has been employed by the Issuer in the issuance of the Series 2017 Warrant that attempts to circumvent the provisions of Section 148 of the Code, relating to "arbitrage bonds." The terms of issuance of the Series 2017 Warrant are not designed to enable the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage. Furthermore, the Issuer's issuance of the Series 2017 Warrant will not increase the burden on the market for tax-exempt obligations by selling obligations that would not otherwise be sold, by selling more obligations than would otherwise be necessary, or by issuing obligations sooner or allowing them to remain outstanding longer than would otherwise be necessary.

6. On the basis of the foregoing, it is not expected that the proceeds of the Series 2017 Warrant will be used, and it is not expected that the Issuer's net electric system revenues will be accumulated in the Warrant Fund or the Reserve Fund in a manner that would cause the Series 2017 Warrant to be "arbitrage bonds" under Section 148 of the Code and the regulations prescribed under that Section. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

7. The Issuer has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations under the regulations on "arbitrage bonds" prescribed under Section 148 of the Code.

This ___ day of December, 2017.

CITY OF OPELIKA

____
Mayor

____
City Clerk/Treasurer

____
Director

CERTIFICATE OF OFFICERS

The undersigned officers of City of Opelika (the "City") do hereby certify as follows:

1. The following terms, when used in this Certificate, shall have the following meanings:

"Authorizing Ordinance" means the ordinance adopted by the City Council on December 19, 2017, authorizing the issuance, sale and delivery of the Series 2017 Warrant and the execution and delivery of the Indenture, the Refunding Trust Agreement, and all related financing or issuance documents.

"City Council" means the City Council of the City, the governing body thereof.

"City" means the City of Opelika, an Alabama municipality, and any successor to its functions.

"Indenture" means collectively the First Supplemental Trust Indenture of even date and the Trust Indenture dated as of March 1, 2011, between the City and the Trustee.

"Refunding Trust Agreement" means the Refunding Trust Agreement of even date herewith between the City and the Trustee with respect to the Series 2011 Warrants.

"Series 2011 Warrants" means the City's Electric System Revenue Warrants, Series 2011, dated March 1, 2011.

"Series 2017 Warrant" means the City's Electric System Revenue Refunding Warrant, Series 2017, dated the date of delivery.

"System" means the municipal electric distribution system, as more particularly defined in the Indenture, owned and operated by the City.

"Trustee" means Regions Bank, the trustee, and the successors and assigns thereof.

"Warrant Purchase Agreement" means the Warrant Purchase Agreement of even date herewith between the City and Regions Capital Advantage, Inc.

The following are, and have been since prior to December 1, 2017, the duly elected, qualified and acting officers of the City:

Name	Office
Gary Fuller	Mayor
Robert G. Shuman	City Clerk/Treasurer

2. Each of the aforesaid officers of the City has duly qualified and each is the acting officer holding the aforesaid office stated immediately following his name.

3. The seal manually affixed hereto is the official corporate seal of the City and the undersigned City Clerk/Treasurer is the official custodian thereof and is duly authorized to affix the same to deeds, warrants, contracts, proceedings, extracts from minutes and other documents of the City. The undersigned City Clerk/Treasurer has access to all original records of the City and is duly authorized to make certified copies of

such records on its behalf.

4. The City Council adopted the Authorizing Ordinance at a regular meeting of said City Council. The Authorizing Ordinance is in full force and effect and has not been repealed, amended or changed since its passage and adoption.

5. Pursuant to the authority of the Authorizing Ordinance, the undersigned Mayor has manually signed and acknowledged, and the undersigned City Clerk/Treasurer of the City has manually attested and has manually affixed the official corporate seal of the City on the Indenture, the Refunding Trust Agreement, and the Warrant Purchase Agreement. The Indenture, the Refunding Trust Agreement, and the Warrant Purchase Agreement were delivered on behalf of the City to the Trustee or the Purchaser on or before the date of this certificate.

6. Pursuant to the authority of the Authorizing Ordinance and the Indenture, the undersigned Mayor and City Clerk/Treasurer have executed and delivered the Series 2017 Warrant to the Trustee for authentication and registration. The undersigned Mayor has manually executed the Series 2017 Warrant, and the undersigned City Clerk/Treasurer has manually attested the Series 2017 Warrant. The undersigned City Clerk/Treasurer has also manually affixed the official corporate seal of the City to the Series 2017 Warrant. The Series 2017 Warrant was in the form therefor provided in the Indenture and has been in all respects duly executed pursuant to the authority of the Authorizing Ordinance and the Indenture.

7. On the dates we executed the Series 2017 Warrant, the Indenture, the Refunding Trust Agreement, and the Warrant Purchase Agreement, we then were and now are the duly elected, qualified and acting officers of the City indicated by our signatures thereon and hereon. The seal affixed on such instruments is the official corporate seal of the City.

8. The City has not mortgaged, pledged, assigned or otherwise conveyed or encumbered the System, the net revenues and receipts therefrom, or any part thereof, other than as set forth in the Indenture.

9. The execution and delivery of the Indenture, the Refunding Trust Agreement, and the Warrant Purchase Agreement by the City, the consummation of the transactions therein contemplated and the fulfillment of the terms thereof will not conflict with, be in violation of or constitute a default under any indenture, mortgage, deed of trust or other contract, agreement or instrument or any statute or rule of law to which the City is now a party or is subject, or any ordinance, order, rule or regulation, writ, injunction, decree or judgment of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the City.

10. We have no knowledge or information of any agreement, representation, condition, understanding or stipulation, whether oral or written or expressed or implied, respecting the authorization, execution, delivery, and performance of the Indenture, the authorization by the City of the Series 2017 Warrant and the other instruments referred to in this certificate or the disposition or other dealing with the proceeds of the sale of the Series 2017 Warrant, other than as set forth in the closing papers in connection with the Series 2017 Warrant and the other documents which have been furnished to Bradley Arant Boult Cummings LLP, Bond Counsel, for their examination preliminary to their approval of the legality of the Series 2017 Warrant and their opinion with respect to the exemption of interest on the Series 2017 Warrant from federal and State of Alabama income taxation. None of the proceedings or records which have been certified to the purchaser of the Series 2017 Warrant or the attorneys approving the legality of the Series 2017 Warrant have been repealed, amended or changed and there has been no change in the facts affecting the Series 2017 Warrant.

11. The City does not sell electricity to any user pursuant to a contract whereby such user agrees to

take, or take or pay for, any amount of such electricity. No person, corporation, firm, entity or other user or customer of the System now uses or will use any part of the System in the trade or business or otherwise for the particular benefit thereof, and has not agreed to purchase, take or use more than ten percent (10%) of the electricity provided by the City from the System. No person, corporation, firm, entity or other user or customer of the System now makes or will make payments to the City for services provided by the City in amounts which equal or exceed 10% of the debt service on the Series 2017 Warrant.

12. No portion of the System is located within the corporate limits of any municipality in the State of Alabama other than the City.

13. The Series 2017 Warrant was delivered to the Trustee on this date for authentication and registration. The Series 2017 Warrant was authenticated and registered by the Trustee and delivered to Regions Capital Advantage, Inc., the original purchaser. The undersigned City Clerk/Treasurer received from the said purchaser at the time of such delivery on behalf of the City the agreed purchase price therefor equal to the principal amount of the Series 2017 Warrant.

14. The proceeds received from the sale of the Series 2017 Warrant have been disbursed as provided in Section 2.4 of the First Supplemental Indenture.

15. Except for the matters otherwise disclosed by the City, there is no litigation pending or threatened, restraining or enjoining, or in any manner questioning or affecting any one or more of the following matters:

(a) the corporate existence or organization of the City or any of its powers exercised pursuant to the Authorizing Ordinance;

(b) the titles of the Mayor and the City Clerk/Treasurer, or any other officer or member of the City Council to their respective offices;

(c) the Authorizing Ordinance, or any other proceedings of the City Council of the City relative to any matter referred to in this certificate;

(d) the Indenture, the Refunding Trust Agreement, the Warrant Purchase Agreement, or the authority of the City or any of its officers to enter into, execute, deliver and perform such instrument, or the validity of any term or provision of such instrument;

(e) the Series 2017 Warrant, or the authority of the City to issue the Series 2017 Warrant, or the validity, issuance, execution and sale of the Series 2017 Warrant or the purposes for which the proceeds of the Series 2017 Warrant are to be used; or

(f) the title of the City to the System.

IN WITNESS WHEREOF, we have hereunto set our hands and the official corporate seal of the City, this ______ day of December, 2017.

____
Mayor

CITY SEAL

____
City Clerk/Treasurer

<u>**CERTIFICATE OF THE MAYOR AND CITY CLERK/TREASURER**</u>

1. This certificate is being delivered in connection with the issuance by City of Opelika, an Alabama municipality (the "<u>City</u>"), of its $26,040,000 aggregate principal amount Electric System Revenue Refunding Warrant, Series 2017, dated [Delivery Date] (the "<u>Series 2017 Warrant</u>"), pursuant to a First Supplemental Trust Indenture dated as of [Delivery Date] and Trust Indenture dated as of March 1, 2011 (collectively the "<u>Indenture</u>") between the City and Regions Bank. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Indenture.

2. The undersigned Mayor and City Clerk/Treasurer hereby certify that the Series 2017 Warrant to be authenticated has not heretofore been issued on the basis of the Indenture and that on the date of the authentication and delivery of such Series 2017 Warrant and on the date hereof the City is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of any outstanding Indenture.

3. The Trustee is hereby directed to authenticate and deliver the Series 2017 Warrant to Regions Capital Advantage, Inc., the original purchaser thereof, in accordance with and as provided in the ordinance adopted by the City on December 19, 2017 authorizing the issuance of the Series 2017 Warrant and as provided in the Indenture.

This the ___ day of December, 2017.

CITY OF OPELIKA

<u>CITY SEAL</u>

By_______________________________
Its Mayor

By_______________________________
Its City Clerk/Treasurer

December ___, 2017

Regions Capital Advantage, Inc.
Birmingham, Alabama

Regions Bank
Birmingham, Alabama

Bradley Arant Boult Cummings LLP
Birmingham, Alabama

Re: $26,040,000 Electric System Revenue Refunding Warrant, Series 2017, dated [Delivery Date]

Ladies and Gentlemen:

I am in-house Counsel to the City of Opelika, an Alabama municipal corporation (the "City"). The City has authorized the issuance of the above-referenced Warrant (the "Series 2017 Warrant") pursuant to a Trust Indenture dated as of March 1, 2011 (the "Original Indenture") and a First Supplemental Trust Indenture of even date herewith (the "First Supplemental Indenture") between the City and Regions Bank. The Original Indenture, as supplemented and amended by the First Supplemental Indenture is collectively referred to as the "Indenture."

I have examined the following: executed counterparts of the Indenture and such other certificates, proceedings, proofs and documents as I have deemed necessary in connection with the opinions hereinafter set forth. In rendering this opinion, I have relied upon the representations made in the Indenture, upon certificates of certain officers of the City, and I have assumed compliance with the covenants set forth in the Indenture.

Based on the foregoing and upon such investigation as I have deemed necessary, I am of the opinion, as of the date hereof and under existing law, as follows:

(1) The City has been duly organized and is validly existing as a municipal corporation.

(2) The City has corporate power and authority to enter into and perform the Indenture and to issue and deliver the Series 2017 Warrant. The execution, delivery and performance of the Indenture and the issuance and delivery of the Series 2017 Warrant by the City has been duly authorized by all requisite corporate action, and the Series 2017 Warrant has been duly executed and delivered by the City.

(3) The Series 2017 Warrant constitutes a legal, valid and binding special obligation of the City, which, together with any Additional Warrants hereafter issued in compliance with the terms and conditions prescribed in the Indenture, are payable as to principal, premium (if any) and interest solely out of the Net System Revenues (as defined in the Indenture).

(4) The Indenture constitutes a legal, valid and binding obligation of the City and is enforceable against the City in accordance with the terms thereof.

(5) The Warrant Purchase Agreement constitutes a legal, valid and binding obligation of the City and is enforceable against the City in accordance with the terms thereof.

(6) Except for the matters otherwise disclosed by the City, there is no litigation or other proceeding pending, or to the best of my knowledge, threatened, in any court, agency or other administrative body (either state or federal) which could have a material adverse effect on the financial condition of the City's electric system, or the ability of the City to perform its obligations under the Series 2017 Warrant or the Indenture.

The rights of the registered owner of the Series 2017 Warrant and the enforceability of the Series 2017 Warrant and the Indenture may be subject to and limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or at law).

The opinions within are (a) limited to matters stated herein and no opinion may be inferred beyond the matters expressly stated, (b) given as of the date hereof and with the express understanding that I have no obligation to advise you or any of your successors or assigns of any changes in law or fact subsequent to the date hereof, even though such changes may affect the opinions expressed herein, (c) rendered to you solely in connection with the subject transactions and may not be relied upon by you or by any other person for any other purpose, and (d) rendered as an expression of my professional judgment as to the legal issues explicitly addressed herein, by the rendering of which I do not become an insurer or guarantor of that expression of professional judgment or of the outcome of any legal dispute that may arise with respect to any of the matters herein contained.

Faithfully yours,

____

Guy Gunter, Esq.

CERTIFICATE OF DELIVERY AND PAYMENT

The undersigned Mayor of the City of Opelika, an Alabama municipality (the "City"), does hereby certify as follows as of this the ___ day of December, 2017:

1. This certificate is being delivered in connection with the issuance by the City of its $26,040,000 aggregate principal amount Electric System Revenue Refunding Warrant, Series 2017, dated the date of delivery (the "Series 2017 Warrant"), pursuant to a First Supplemental Trust Indenture dated as of [Delivery Date] and a Trust Indenture dated as of March 1, 2011 (collectively the "Indenture") between the City and Regions Bank. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Indenture.

2. The City issued the Series 2017 Warrant on this date. The Series 2017 Warrant was delivered to the Trustee for authentication, and was delivered by the Trustee to Regions Capital Advantage, Inc. (the "Purchaser"), the original purchaser of the Series 2017 Warrant.

3. The City received from the Purchaser the purchase price for the Series 2017 Warrant equal to the principal amount thereof.

4. The proceeds from the sale of the Series 2017 Warrant has been disbursed as provided in Section 2.4 of the First Supplemental Trust Indenture.

CITY OF OPELIKA

By ____________________________________
Its Mayor

Mayor and City Council of Opelika, Alabama
Opelika, Alabama

Re: $26,040,000 City of Opelika, Alabama, Electric System Revenue Refunding Warrant, Series 2017 (the "Loan Obligation")

Ladies and Gentlemen:

Regions Capital Advantage, Inc. (the "Lender") is purchasing the Loan Obligation as a vehicle for making a commercial loan for its own account and without any present intent to distribute or sell any interest therein or portion thereof other than to an affiliate of the Lender, provided that the Lender retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Lender shall be made in accordance with applicable law and the provisions of the Loan Obligation. The Lender has required that as a condition to purchasing the Loan Obligation, that no CUSIP numbers be obtained and that the Loan Obligation not be made DTC eligible.

The Lender is a lender that regularly extends credit by making loans evidenced by state and local government obligations; has knowledge and experience in financial and business matters that make it capable of evaluating the City of Opelika, Alabama (the "City"), the operation of its electric distribution system, the Loan Obligation, and the risks associated with the acquisition of the Loan Obligation; and has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation.

The Lender acknowledges that it is (a) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

The Lender has conducted its own investigation of the financial condition of the City, including specifically the operation of the City's electric distribution system and the net revenues generated therefrom for the payment of the principal of and interest on the Loan Obligation, and has obtained such information regarding the Loan Obligation, the City, the operation of the City's electric distribution system, and the financial condition and financial prospects of such City and its electric system as the Lender deems necessary prior to making an informed credit decision with respect to the purchase of the Loan Obligation.

The Lender acknowledges that (a) the Loan Obligation (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, (iii) will not be listed on any securities exchange, and (iv) will carry no rating from any rating agency; and (b) there is no established market for the Loan Obligation and that none is likely to develop. The Lender acknowledges that (a) the purchase of the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) the City has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering or disclosure document.

The Lender is not acting as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary in connection with its purchase of the Loan Obligation. The Lender has not acted as an agent or served as the City's municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934). The Lender has no fiduciary duty to the City, and is entering into an arm's length transaction involving extending credit to the City through the purchase of the Loan Obligation. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the structuring, issuance, sale or delivery of the Loan Obligation. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City or its financial advisor or placement agent.

The Lender acknowledges that the engagement of Bradley Arant Boult Cummings LLP, as bond counsel to the City, did not include services related to the compilation, verification or furnishing to us of information regarding the merits and risks of investment in the Warrant. We have regularly bought and sold securities similar to the Warrant for our own account and have knowledge and experience in financial and business matters sufficient to enable us to evaluate such merits and risks.

REGIONS CAPITAL ADVANTAGE, INC.

By: ______________________________
Name: ____________________________
Title: ____________________________