



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
April 16, 2019
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:13pm and asked Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll and all council members were present.

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

3. Invocation

Pastor Anthony Pogue gave the invocation.

1. Pastor Anthony Pogue of Bethesda Baptist Church.

4. Pledge of Allegiance

Adam Cason lead the Pledge of Allegiance.

1. Adam Cason, Mr. Opelika High School.

5. Reading of Minutes

1. Minutes from the 4-02-19 City Council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded everyone that Easter on the Square is Saturday morning at 10am. Mayor Fuller stated that Leigh Krehling, the City's Community Relations Officer, was recently recognized by the Public Relations Council of Alabama with an Award for Excellence for the re-branding project for the City of Opelika.

1. City financial statements - March 2019

Mayor Fuller reminded the council members that the City's March 2019 financial summary report was in their council packet for their review.

2. March 2019 Building Inspections Monthly Report

Mayor Fuller called on Joey Motley, City Administrator, who gave a summary of the City's March 2019 Building Inspection report.

3. Proclamation for the National Day of Prayer.

Mayor Fuller presented a proclamation to Laura Fuller and Bill White proclaiming Thursday May 2nd the National Day of Prayer. The prayer service will be at Court House Square starting at Noon and everyone is invited.

4. Proclamation for Relay for Life.

Mayor Fuller asked Patsy Jones to help him present a proclamation to Sheree McConnell declaring April 22-26th as "Cancer Does Not Take a Holiday" week and April 26th as Relay for Life day.

5. Recognition of the OHS girls Basketball Team.

Mayor Fuller recognized the OHS coaches and members of the OHS Girls Basketball Team for their outstanding performance during the year.

8. Citizen Communications

(Limit comments to five minutes or less)

Shane Dickerson stated he is representing the Opelika Historic Preservation Society and is not part of the Historic Preservation Commission. We love the historic buildings in Opelika and want to protect them. We have beautiful historic churches in Opelika and do not want them destroyed. I have listened carefully to what has been said and can give examples as to why the church exemption should be removed. We are concerned about what could happen to the local historic Churches under the current set up. We would like to see action taken to protect our historic Churches. Thank you.

Kitty Greene stated she has lived 32 years in the Northside Historic District. She read three emails that were all supporting the protection of historic Churches and buildings. Church exemptions put Historic structures at risk. We support ordinances that would remove Church exemptions so the historic Churches are protected.

Allyson Comstock stated she lives on 3rd Avenue in a 119 year old home and is slowly fixing it up. There should be no exemptions in the Historic ordinances. What defines a religious organization? Churches can purchase property next to the Church and they become exempt currently. We do not want to look back and say we should have done something. Please don't allow the Church exemptions.

Aaron Bushey stated he has a business on 9th Street. The council needs to get rid of the Church exemptions. We moved to Opelika because it is unique. Restrictions are important to protect historic structures.

Barry Whatley stated he took notes of what was said. Federal law says can't place a burden on churches but, we are not doing that. Churches have chosen to be where they are. The citizens that are speaking tonight pay taxes and Churches don't pay taxes. I understand there is no court cases to look at in Alabama and it was stated that no other City in Alabama has Church exemptions so why do we? We can find a way to get rid of the Church exemptions. Concerns about liability was mentioned and that the HPC has no money. The City money belongs to the citizens. It was said that 50% of the people will be upset and 50% will be happy. I have not heard one person supporting the Church exemption. Everyone I hear is in support of removing the Church exemptions. It was stated that the HPC could be dissolved. I think we should support the HPC or no one will be willing to serve on the HPC.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request from Main Street, two events, Touch-A-Truck and Burger Wars on 6-01-19.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
2. Request from Main Street, new event Main Street on Tap on 7-27-19.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
3. Public Hearing, Project Development Agreement with BC Stone Contracting.
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project development. No one came forward to speak. President Smith closed the public hearing.
4. PH, Amend Zoning Ord & Map: Rezone 60.74 Acres, Pepperell Pkwy & North 30Th Street
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said amendment to the zoning ordinance. No one came forward to speak. President Smith closed the public hearing.
12. Awarding of Bids
 1. Bids 088-19 Mobile Health Clinic
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolutions
 1. Resolution 089-19 Expense reports from various departments.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 2. Resolution 090-19 Purchase - One (1) 2019 Ford F350 Crew Cab and Chassis - OPS
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 3. Resolution 091-19 Purchase - Christmas Decorations - P&R
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 4. Resolution 092-19 Set date for public hearing, fix demolition cost for 9 Avenue B.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 093-19 Set date of public hearing, fix demolition cost for 206 Byrd Avenue.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 094-19 Set public hearing date, fix demolition cost for 1003 Alton Court
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 095-19 Request Special Use Permit, AT&T cell tower at 3460 US Hwy. 280 East.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 096-19 Appointing Kevin D. Rice as ADA Coordinator & Approving Amended ADA Grievance Procedures
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 097-19 BC Stone Contracting, LLC Project Agreement
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 098-19 License Agreement, ROW Encroachment, Cotton District - Resting Pulse Brewery
RESULT: **APPROVED [4 TO 0]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSTAIN: Eddie Smith
11. Resolution 099-19 FY2019 appropriation contract with Chamber of Commerce.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 100-19 Appropriation to OCS - Track Team to State Tournament.

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

13. Resolution 101-19 Appropriation to Community Foundation E.A., Opelika Giving Day.

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

14. Resolution 102-19 Authorize the Mayor to Execute the Receipt and Refunding Agreement.

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

15. Resolution 103-19 Renew employee contract, OPS Director.

Ms. Pitts asked if the salary is the same since Telecom was sold? Mayor Fuller said yes. Ms Pitts said several city employees were moved to the new company so it seems the salary should be decreased. Mr. Motley stated that the salary was not increased when Telecom was added and the salary is based on market conditions for that position.

RESULT: **APPROVED [4 TO 1]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
NAYS: Tiffany Gibson-Pitts

16. Resolution 104-19 Opposing Senate Bill 264, small cell wireless regulations.

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

14. Ordinances

1. Ordinance Amend Zoning Ord & Map: 60.74 Acres, Pepperell Pkwy & North 30Th Street - 2nd Reading

This ordinance was introduced by Mr. Smith T.

RESULT: **FIRST READING INTRODUCED**

2. Ordinance 005-19-ORD Electric System Revenue Taxable Refunding Warrant, Series 2019 - 1st Reading.

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

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

Nays None.

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

15. Appointments

16. Adjourn

The City Council meeting minutes of April 16, 2019 are hereby adopted and approved this the 7th day of May, 2019.

/s/ Eddie Smith

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The council meeting ended at 8:14 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 3379)

Meeting: 04/16/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3379

Minutes from the 4-02-19 City Council meeting.

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



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

April 2, 2019

TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:20pm and asked Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll and all city council members were present.

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

3. Invocation

Pastor Barnes gave the invocation.

1. Pastor Hamlet Barnes with Mustard Seed Faith Ministries.

4. Pledge of Allegiance

Lauren White lead the Pledge of Allegiance. Kalyn was not present.

1. OHS Seniors Kalyn Yountz (Miss OHS) and Lauren White (Miss Homecoming).

5. Reading of Minutes

1. Minutes from the 3-19-19 city council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller thanked President pro-tem Jones and the Chamber of Commerce for conducting another successful Lee County Young Leaders program.

Mayor Fuller also passed out copies of a summary of the City's February 2019 financial statement.

1. Proclamation recognizing National Service Recognition Day.

Mayor Fuller presented a proclamation to several representatives recognizing National Service Recognition Day.

2. Proclamation recognizing Parental Alienation Week & Awareness Day.

Mayor Fuller presented a proclamation to a local representatives recognizing Parental Alienation Week & Awareness Day.

3. Employee Performance Awards.

Mayor Fuller presented an employee performance award to Carol Edwards and Heather Middleton-High of the H/R department.

4. Employee Service Awards.

Mayor Fuller presented employee service pins to city employees from various departments.

8. Citizen Communications

(Limit comments to five minutes or less)

Julius Dowdy stated in his opinion, the intersection of US431 & Bulldog Way near OHS is unsafe and poorly designed. The kids walking to and from school need a safer way to cross the street at that intersection. There also needs to be signs for a pedestrian crossing and sidewalks. Please check into this, thank you. President Smith advised Mr. Dowdy, the Mayor and City Engineer are working on it.

Nelson Marsh stated Historic Preservation in Opelika is important and thanked the Mayor and City Council for their support of preserving historic structures in Opelika. There are many court cases presented but, rarely heard. This is a very important issue and ask the Mayor and City Council to continue to protect historic structures in Opelika. Thank you.

Janet Fears stated she is a member of St. James Baptist Church and we have a problem in the streets and water flooding the Church basement. The way the roundabout and streets were designed, it is sloping down to the Church. There are no City drains on Auburn Street and asked the City for help. President Smith asked the City Administrator and City Engineer to look into this matter to see what could be done.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for the Rehab Works Walk-Run on 5-18-19 / Tabled.

Mr. Canon made the motion to remove this item from the Table and was seconded by Ms. Pitts.

The following vote was recorded:

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

Nays None.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

2. Request by Main Street, Taste of the Town on 4/23.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

3. Request from KOB, Garden in the Park on 5/4.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

4. Request by March of Dimes for annual March for Babies, May 11th.

Attachment: CM 4-16-19, minutes from 4-2-19 CM (2) (3379 : Minutes from the 4-02-19 City Council meeting.)

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

5. Request by Resting Pulse Brewery, street closure for grand opening, April 26 & 27.

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

6. Public Hearing, Amend Zoning Ordinance Section 7.3 and Add Section 8.27 Body Art
 President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 065-19 Christmas Decorations-P&R

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

2. Bids 066-19 Contract Award City Wide Roadway Improvement Project

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

3. Bids 067-19 Contract Award City-Wide Intersection ADA Improvements

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

13. Resolutions

1. Resolution Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, Awesome LLC - Tabled.

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

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

Nays None.

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

2. Resolution Vacate ROW, Portion of Sportsplex Parkway & West Point Pkwy, Morgan & Boothe - Tabled.

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

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

Nays None.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

3. Resolution Vacate ROW, Portion of Sportsplex Parkway & Anderson Rd, Inwoo Paek - Tabled.

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

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

Nays None.

RESULT: REMOVED FROM AGENDA [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

4. Resolution 068-19 Expense reports from various departments.

RESULT: APPROVED [4 TO 0]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSTAIN: Tiffany Gibson-Pitts

5. Resolution 069-19 Designate City Personal Property Surplus & Authorize Disposal

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Resolution 070-19 Purchase-Christmas Decorations-Sole Source-P&R

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

7. Resolution 071-19 Purchase-Motorola Service Agreement-State Contract-PD

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

8. Resolution 072-19 Purchase-Motorola NICE NIR8 Logging Recorder-State Contract-PD

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

9. Resolution 073-19 Purchase-Faro 3D Forensic Laser Scanner-Sole Source-PD

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

10. Resolution 074-19 Refund Request-Hubbard, Occupational License Fees.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 075-19 Refund Request-Hataway, Occupational License Fees.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 076-19 Alabama Recycling Grant Agreement
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 077-19 Five (5) ADECA Grant Applications.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 078-19 Renew Lease Agreement with OHA - Senior Center
 President Smith asked if there was any discussion. Ms. Pitts asked Mayor Fuller to consider building a new Senior Citizen Center because the senior citizens have out grown the current facility provided by the Opelika Housing Authority.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 079-19 Designating Automobile Allowances.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 080-19 Agreement with BOE for the 2019 Freedom Celebration Fireworks on July 3rd.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 081-19 Annual authorization, levy tax on property.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 082-19 Special appropriation to Boys & Girls Clubs, annual Mayor's Ball.

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

19. Resolution 083-19 City Wide Paving Project Corrected Resolution

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

20. Resolution 084-19 City Wide Striping Corrected Resolution

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

21. Resolution 085-19 Eliminating position of Economic Development Work Force Coordinator.

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

22. Resolution 086-19 Amending Organizational Chart of the Community Relations Department.

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

23. Resolution 087-19 Special appropriation to Envision Opelika, Unity Stampede Walk/Run

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

14. Ordinances

1. Ordinance 004-19-ORD Amend Zoning Ordinance Section 7.3 and Add Section 8.27
 Body Art - 1st Reading

This ordinance was introduced by Mr. Canon for a first reading. Then Ms. Pitts made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

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

Nays None.

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

15. Appointments

1. Reappoint Bill Brown to the Opelika Utility Board. The new term expires 5-04-25.

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

2. Reappoint John Denson to the Public Park & Recreation Board. The new term expires 5-04-25.

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

3. Reappoint David McCain to the LRCOG/MPO - Citizen Advisory Committee. The new term expires 4-07-21.

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

16. Adjourn

The City Council meeting minutes of April 2, 2019 are hereby adopted and approved this the _____ day of _____, 2019.

/s/

 President of City Council
 City of Opelika, Alabama

ATTEST:

/s/

 R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.
 This council meeting ended at 8:28pm.

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

Attachment: CM 4-16-19, minutes from 4-2-19 CM (2) (3379 : Minutes from the 4-02-19 City Council meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 04/16/19 07:00 PM
Department: City Clerk
Category: Financial Statements
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

MAYOR'S REMARKS (ID # 3393)

DOC ID: 3393

City financial statements - March 2019

COMMENTS - Current Meeting:

Mayor Fuller reminded the council members that the City's March 2019 financial summary report was in their council packet for their review.

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups
 March 31, 2019
**Thousands of dollars*

	Governmental Funds									Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	
ASSETS										
Cash	\$ 41,705	\$ 15,863	\$ 37	\$ 1,752	\$ -	\$ 3,068	\$ 34,834	\$ -	\$ -	\$ 97,259
Certificates of deposit	21,987	5,000	-	-	-	-	8,473	-	-	35,460
Receivables:										
Accounts and unbilled service	-	-	-	283	-	-	3,435	-	-	3,718
Taxes	6,817	7,322	-	-	-	-	-	-	-	14,139
Licenses and fees	2,824	-	-	-	-	-	-	-	-	2,824
Assessments	108	-	-	-	-	-	-	-	-	108
Interest	(75)	30	-	-	3	-	51	-	-	9
Other	25	1,080	-	-	-	-	-	-	-	1,105
Due from other funds	471	-	-	-	11	82	9,096	-	-	9,660
Due from other governments	20	1,439	-	174	-	-	1,074	-	-	2,707
Inventories of supplies, at cost	99	-	-	-	-	-	1,278	-	-	1,377
Prepaid expenses	77	-	-	-	-	-	-	-	-	77
Investments	-	14	-	-	1,149	-	-	-	-	1,163
Investments with fiscal agent	-	-	59	-	-	-	2,223	-	-	2,282
Capital assets:										
Land	-	-	-	-	-	-	2,462	10,303	-	12,765
Buildings	-	-	-	-	-	-	13,631	46,155	-	59,786
Equipment	-	-	-	-	-	-	10,787	20,722	-	31,509
Utility systems	-	-	-	-	-	-	110,183	-	-	110,183
Infrastructure	-	-	-	-	-	-	-	102,178	-	102,178
Construction in progress	-	-	-	-	-	-	118	8,781	-	8,899
Total capital assets	-	-	-	-	-	-	137,181	188,139	-	325,320
Less: accumulated depreciation	-	-	-	-	-	-	(67,294)	(59,769)	-	(127,063)
Capital assets, net	-	-	-	-	-	-	69,887	128,370	-	198,257
Deposits	-	69	-	-	-	19	2	-	-	90
Amount to be provided for general long term debt	-	-	-	-	-	-	-	-	86,217	86,217
Total assets	74,058	30,817	96	2,209	1,163	3,169	130,353	128,370	86,217	456,452
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,442	-	-	1,442
Difference on projected OPEB earnings	-	-	-	-	-	-	10	-	-	10
Bond refunding costs	-	-	-	-	-	-	2,638	-	-	2,638
Total deferred outflows of resources	-	-	-	-	-	-	4,090	-	-	4,090

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups
 March 31, 2019
**Thousands of dollars*

	Governmental Funds					Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund					
LIABILITIES										
Accounts payable	1,023	(2)	-	-	-	52	5,715	-	-	6,788
Interest payable	-	-	-	-	-	-	577	-	-	577
Accrued payroll and benefits, due within one year	822	(8)	-	-	-	-	405	-	-	1,219
Due to other funds	58	160	-	392	1	-	9,049	-	-	9,660
Due to other governments	1	121	-	-	-	-	-	-	-	122
Claims and judgements, due within one year	-	-	-	-	-	332	-	-	-	332
Bonds payable due within one year	-	-	-	-	-	-	245	-	-	245
Claims and judgements, due in more than one year	-	-	-	-	-	117	-	-	-	117
Bonds payable, due in more than one year	-	-	-	-	-	-	33,791	-	86,217	120,008
Net pension liability	-	-	-	-	-	-	8,891	-	-	8,891
Accrued payroll and benefits, due in more than one year	-	-	-	-	-	-	1,039	-	-	1,039
Customer deposits held	-	-	-	-	-	-	3,169	-	-	3,169
Total liabilities	1,904	271	-	392	1	501	62,881	-	86,217	152,167
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement plan	-	-	-	-	-	-	295	-	-	295
Net change in OPEB assumptions	-	-	-	-	-	-	39	-	-	39
Unearned revenues	3,855	9,694	-	174	-	99	23	-	-	13,845
Total deferred inflows of resources	3,855	9,694	-	174	-	99	357	-	-	14,179
FUND BALANCES										
Nonspendable	177	69	-	-	978	-	-	-	-	1,224
Restricted	70	3,214	96	1,135	-	291	2,223	-	-	7,029
Committed	31	-	-	-	-	-	-	-	-	31
Assigned	14,629	8,566	-	-	-	-	-	-	-	23,195
Unassigned	33,832	9,440	-	-	184	-	-	-	-	43,456
Invested in capital assets, net of related debt	-	-	-	-	-	-	38,489	128,370	-	166,859
Unrestricted	-	-	-	-	-	2,250	29,405	-	-	31,655
Encumbrances	19,560	(437)	-	508	-	28	1,088	-	-	20,747
Total fund balances	\$ 68,299	\$ 20,852	\$ 96	\$ 1,643	\$ 1,162	\$ 2,569	\$ 71,205	\$ 128,370	\$ -	\$ 294,196

City of Opelika

Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups

FYTD March 31, 2019

*Thousands of dollars

	Governmental Funds					
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	Total
REVENUES:						
Taxes	\$ 20,567	\$ 7,369	\$ -	\$ -	\$ -	\$ 27,936
Special assessments	-	-	-	-	-	-
Licenses and permits	10,037	167	-	-	-	10,204
Intergovernmental	181	220	-	74	-	475
Charges for services	797	-	-	-	-	797
Fines and forfeits	226	-	-	-	-	226
Grants	4	-	-	-	-	4
Contributions	57	20	-	-	-	77
Investment income	325	75	-	9	15	424
Miscellaneous	169	(1)	-	-	-	168
Total revenues	32,363	7,850	-	83	15	40,311
EXPENDITURES:						
General government	3,369	121	-	-	2	3,492
Public safety	8,010	113	-	-	-	8,123
Public works	2,555	2	-	-	-	2,557
Health	189	-	-	-	-	189
Education	1,704	-	-	-	-	1,704
Welfare	70	-	-	-	-	70
Culture and recreation	2,853	-	-	-	-	2,853
Economic development	1,136	222	-	-	-	1,358
Capital outlay	7,013	9	-	(360)	-	6,662
Debt service:						
Principal retirement	359	-	3,030	-	-	3,389
Interest and fees	22	-	1,569	-	-	1,591
Total expenditures	27,280	467	4,599	(360)	2	31,988
Excess of revenues over/(under) expenditures	5,083	7,383	(4,599)	443	13	8,323
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	6	-	-	-	-	6
Transfers from other funds	1,511	1,942	4,658	-	16	8,127
Transfers to other funds	(4,953)	(1,664)	-	-	(11)	(6,628)
Total other financing sources/(uses)	(3,436)	278	4,658	-	5	1,505
Net change in fund balances	1,647	7,661	59	443	18	9,828
Fund balances, beginning of the year	66,652	13,191	37	1,200	1,144	82,224
Fund balances, end of period	\$ 68,299	\$ 20,852	\$ 96	\$ 1,643	\$ 1,162	\$ 92,052

Attachment: CM 4-16-19, City Financial Statements - March 2019 (3393 : City financial statements - March 2019)

City of Opelika
Combined Balance Sheet
Proprietary and Fiduciary Funds
March 31, 2019
**Thousands of dollars*

	Electric FYTD	Telecom FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD	Total
ASSETS							
Current assets:							
Cash	\$ 22,153	\$ 1,520	\$ 9,643	\$ 1,518	\$ 2,943	\$ 125	\$ 37,902
Certificates of deposit	8,473	-	-	-	-	-	8,473
Receivables and prepaid expenses	4,209	(1,312)	321	268	-	-	3,486
Due from other funds and governments	9,049	-	1,121	-	-	82	10,252
Inventory	1,278	-	-	-	-	-	1,278
Total current assets	45,162	208	11,085	1,786	2,943	207	61,391
Restricted assets:							
Cash and investments with fiscal agent	982	1,240	-	-	-	-	2,222
Total restricted assets	982	1,240	-	-	-	-	2,222
Net capital assets	42,378	-	25,292	2,217	-	-	69,887
Other assets:							
Deposits	-	-	2	-	19	-	21
Total other assets	-	-	2	-	19	-	21
Total assets	88,522	1,448	36,379	4,003	2,962	207	133,521
DEFERRED OUTFLOWS OF RESOURCES							
Retirement contributions	864	241	-	337	-	-	1,442
Difference on projected OPEB earnings	6	2	-	2	-	-	10
Bond refunding costs	2,537	-	101	-	-	-	2,638
Total deferred outflows of resources	3,407	243	101	339	-	-	4,090
Total assets and deferred outflows of resources	\$ 91,929	\$ 1,691	\$ 36,480	\$ 4,342	\$ 2,962	\$ 207	\$ 137,611
LIABILITIES							
Current liabilities:							
Accounts and other payables	\$ 6,501	\$ 64	\$ 57	\$ 75	\$ 52	\$ 333	\$ 7,082
Due to electric fund	-	9,049	-	-	-	-	9,049
Due to other funds	-	-	-	-	-	-	-
Bonds payable within one year	175	-	70	-	-	-	245
Unearned revenue	23	-	-	-	-	99	122
Total current liabilities	6,699	9,113	127	75	52	432	16,498
Noncurrent liabilities:							
Claims and employee benefits due in more than one year	632	164	-	242	117	-	1,155
Bonds payable, in more than one year, net	28,415	-	5,376	-	-	-	33,791
Net pension liability	5,529	1,460	-	1,902	-	-	8,891
Customer deposits held	3,004	1	-	164	-	-	3,169
Total noncurrent liabilities	37,580	1,625	5,376	2,308	117	-	47,006
Total liabilities	44,279	10,738	5,503	2,383	169	432	63,504
DEFERRED INFLOWS OF RESOURCES							
Difference on earnings on OPEB investments	23	8	-	9	-	-	40
Difference on earnings on plan investments	158	73	-	64	-	-	295
Total deferred inflows of resources	181	81	-	73	-	-	335
NET POSITION							
Invested in capital assets, net of related debt	16,325	-	19,947	2,217	-	-	38,489
Restricted	982	1,240	-	-	209	82	2,513
Unrestricted	28,469	(8,603)	10,036	(497)	2,584	(335)	31,654
Encumbrances	1,693	(1,765)	994	166	-	28	1,116
Total net position	47,469	(9,128)	30,977	1,886	2,793	(225)	73,772
Total liabilities, deferred inflows, and net position	\$ 91,929	\$ 1,691	\$ 36,480	\$ 4,342	\$ 2,962	\$ 207	\$ 137,611

Attachment: CM 4-16-19, City Financial Statements - March 2019 (3393 : City financial statements - March 2019)

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position
Proprietary and Fiduciary Funds
FYTD March 31, 2019
**Thousands of dollars*

	Electric 2019 FYTD	Telecom 2019 FYTD	Sewer 2019 FYTD	Solid Waste 2019 FYTD	Workmen's Comp. 2019 FYTD	Health Insurance 2019 FYTD	Total
Operating Revenues							
Charges for services	\$ 20,269	\$ 598	\$ 2,338	\$ 1,688	\$ 232	\$ 1,978	\$ 27,103
Operating Expenses							
Purchases	11,790	246	-	190	-	-	12,226
Depreciation	1,444	137	498	160	-	-	2,239
Personnel services	1,676	146	2	662	-	-	2,486
Other	1,004	186	950	344	134	2,152	4,770
Total operating expenses	15,914	715	1,450	1,356	134	2,152	21,721
Operating income/(loss)	4,355	(117)	888	332	98	(174)	5,382
Nonoperating Revenues/(Expenses)							
Gain/(Loss) on sale of capital assets	23	5,449	-	(5)	-	-	5,467
Fiber optic line leases	17	-	-	-	-	-	17
Investment income	122	15	56	9	20	1	223
Grant income	-	-	37	-	-	-	37
Pole rental	-	-	-	-	-	-	-
Miscellaneous revenues	557	6	-	3	-	-	566
Interest expense and charges	(526)	(69)	(139)	-	-	-	(734)
Total nonoperating revenues/(expenses)	193	5,401	(46)	7	20	1	5,576
Other Revenues and Transfers In/(Out):							
Capital contributions	437	-	-	-	-	-	437
Transfers from other funds	-	-	-	166	-	-	166
Transfers to other funds	(1,500)	-	-	(166)	-	-	(1,666)
Total other revenues/(expenses)	(1,063)	-	-	-	-	-	(1,063)
Net Income/(loss)	3,485	5,284	842	339	118	(173)	9,895
Net position, beginning of year	43,984	(14,412)	30,135	1,547	2,675	(52)	63,877
Net position before encumbrances	47,469	(9,128)	30,977	1,886	2,793	(225)	73,772
Encumbrances	1,693	(1,765)	994	166	-	-	1,088
Net position, end of period	\$ 45,776	\$ (7,363)	\$ 29,983	\$ 1,720	\$ 2,793	\$ (225)	\$ 72,684
Additional Information:							
Cash position at March 31, 2019	\$ 22,153	\$ 1,520	\$ 9,643	\$ 1,518	\$ 2,943	\$ 125	\$ 37,902
Cash position at March 31, 2018	16,418	834	8,613	1,110	3,089	(898)	29,166
Change in cash	\$ 5,735	\$ 686	\$ 1,030	\$ 408	\$ (146)	\$ 1,023	\$ 8,736

Attachment: CM 4-16-19, City Financial Statements - March 2019 (3393 : City financial statements - March 2019)

City of Opelika
General Fund Revenue and Expenditure Summary
Comparison of Actual and Budget to Prior Year
FYTD March 2019
*Thousands of dollars

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
Revenues:						
Taxes	\$ 19,514	\$ 20,567	\$ 1,053	\$ 18,371	\$ 20,567	\$ 2,196
Licenses and permits	9,568	10,037	469	8,530	10,037	1,507
Intergovernmental	198	181	(17)	338	181	(157)
Charges for services	870	797	(73)	946	797	(149)
Fines and forfeits	366	226	(140)	200	226	26
Grants	5	4	(1)	-	4	4
Contributions	30	57	27	48	57	9
Investment income	111	325	214	225	325	100
Miscellaneous	254	169	(85)	240	169	(71)
Total revenues	30,916	32,363	1,447	28,898	32,363	3,465
Expenditures:						
General government	2,915	3,369	454	4,039	3,369	670
Public safety	6,948	8,010	1,062	8,828	8,010	818
Public works	2,030	2,555	525	2,894	2,555	339
Culture and recreation	2,786	2,853	67	3,555	2,853	702
Economic development	881	1,136	255	1,352	1,136	216
Health	155	189	34	205	189	16
Education	1,501	1,704	203	1,691	1,704	(13)
Welfare	64	70	6	67	70	(3)
Capital outlay	2,249	7,013	4,764	26,900	7,013	19,887
Debt service	380	381	1	358	381	(23)
Total expenditures	19,909	27,280	7,371	49,889	27,280	22,609
Other financing sources/(uses)						
Sale of capital assets	41	6	(35)	25	6	19
Transfers in	1,503	1,511	8	3,257	1,511	1,746
Transfer out	(4,916)	(4,953)	(37)	(5,518)	(4,953)	(565)
Total other financing sources/(uses)	(3,372)	(3,436)	(64)	(2,236)	(3,436)	1,200
Net change in fund balance	7,635	1,647	(5,988)	(23,227)	1,647	24,874
Fund balance, beginning of year	59,375	66,652	7,277	59,375	66,652	(7,277)
Fund balance, year to date	\$ 67,010	\$ 68,299	\$ 1,289	\$ 36,148	\$ 68,299	\$ 32,151
Less:						
Nonspendable	98	99	1	-	42	(42)
Restricted	78	70	(8)	-	70	(70)
Committed	30	33	3	-	33	(33)
Assigned	26,002	14,629	(11,373)	-	14,629	(14,629)
Encumbrances	8,907	19,560	10,653	-	19,560	(19,560)
	35,115	34,391	(724)	-	34,334	(34,334)
Unassigned fund balance	31,895	33,908	2,013	36,148	33,965	66,485
20% budgeted revenues	5,780	5,780		5,780	5,780	
Available unassigned fund balance	\$ 26,115	\$ 28,128		\$ 30,368	\$ 28,185	

Attachment: CM 4-16-19, City Financial Statements - March 2019 (3393 : City financial statements - March 2019)

City of Opelika
General Fund Revenues
Comparison of Actual and Budget to Prior Year
FYTD March 2019
**Thousands of dollars*

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
Taxes:						
Sales	\$ 15,561	\$ 15,931	\$ 370	\$ 15,850	\$ 15,931	\$ 81
Property:						
Property	3,223	3,821	598	1,785	3,821	2,036
Payments in lieu of taxes	6	6	-	3	6	3
Total property taxes	3,229	3,827	598	1,788	3,827	2,039
Other						
Gasoline	394	406	12	408	406	(2)
Cigarette	38	38	-	38	38	-
Wine and liquor	14	14	-	13	14	1
Rental	278	351	73	275	351	76
Total other taxes	724	809	85	734	809	75
Total taxes	19,514	20,567	1,053	18,372	20,567	2,195
Licenses and permits:						
Occupational license	5,662	6,046	384	5,800	6,046	246
Business:						
General	2,662	2,821	159	1,450	2,821	1,371
Lodging	426	441	15	375	441	66
Franchise fee	304	268	(36)	266	268	2
Miscellaneous	122	140	18	175	140	(35)
Total business	3,514	3,670	156	2,266	3,670	1,404
Telecommunications permits and fees	17	9	(8)	9	9	-
Permits and inspections	370	307	(63)	450	307	(143)
Other	5	5	-	6	5	(1)
Total licenses and permits	9,568	10,037	469	8,531	10,037	1,506
Intergovernmental:						
Shared county motor vehicle	63	72	9	60	72	12
Shared state:						
Bank excise tax	-	-	-	100	-	(100)
Business privilege tax	-	-	-	37	-	(37)
Liquor tax profits	79	58	(21)	79	58	(21)
State asset forfeiture	7	-	(7)	19	-	(19)
Total shared state	86	58	(28)	235	58	(177)
Shared federal asset forfeiture	-	-	-	9	-	(9)
Other	49	51		35	51	16
Total intergovernmental	198	181	(19)	339	181	(158)
Charges for services:						
General government - other	11	10	(1)	10	10	-
Public Safety:						
Fire training	5	3	(2)	4	3	(1)
City schools	-	-	-	6	-	(6)
Auburn University	24	2	(22)	-	2	2
EAMC	72	46	(26)	76	46	(30)
Other	6	6	-	7	6	(1)
Health - Graves and monuments	71	92	21	74	92	18
Public Works - Paving and plan review fees	47	21	(26)	54	21	(33)
Culture and Rec - Entry and concession fees	636	617	(19)	716	617	(99)
Total charges for services	872	797	(75)	947	797	(150)
Fines and forfeits:						
Municipal Court	189	201	12	179	201	22
Red light violations	154	-	(154)	-	-	-
Other	23	25	2	21	25	4
Total fines and forfeits	366	226	(140)	200	226	26
Grant income	5	4	(1)	-	4	4
Contributions	30	57	27	48	57	9
Investment income	111	325	214	225	325	100
Miscellaneous	254	169	(85)	240	169	(71)
Total revenues	30,918	32,363	1,443	28,902	32,363	3,461
Other financing sources						
Proceeds of general obligation debt	-	-	-	-	-	-
Operating transfers from Electric fund	1,498	1,500	2	1,500	1,500	-
Other transfers	5	11	6	1,757	11	(1,746)
Sale of capital assets	41	6	(35)	25	6	(19)
Total other financing sources	1,544	1,517	(27)	3,282	1,517	(1,765)
Total revenue and other financing sources	\$ 32,462	\$ 33,880	\$ 1,418	\$ 32,184	\$ 33,880	\$ 1,696

Attachment: CM 4-16-19, City Financial Statements - March 2019 (3393 : City financial statements - March 2019)

City of Opelika
General Fund Expenditures
Comparison of Actual and Budget to Prior Year
FYTD March 2019
**Thousands of dollars*

	YTD Actual			Budget to Actual		
	2018	2019	Variance	2019 Budget	2019 Actual	Variance
General government:						
Legislative	\$ 164	\$ 175	\$ 11	\$ 217	\$ 175	\$ 42
Executive	109	104	(5)	305	104	201
Legal	147	200	53	209	200	9
Administration	390	220	(170)	382	220	162
Accounting	206	267	61	262	267	(5)
Human resources	178	144	(34)	190	144	46
Information technology	764	1,225	461	1,238	1,225	13
Revenue	176	206	30	210	206	4
Municipal court	223	181	(42)	189	181	8
Purchasing	90	133	43	134	133	1
Community development	64	82	18	125	82	43
Planning	154	197	43	246	197	49
Other - nondepartmental	249	235	(14)	333	235	98
Total general government	2,914	3,369	455	4,040	3,369	671
Public safety:						
Police	4,061	4,796	735	5,417	4,796	621
Probation	57	69	12	77	69	8
Fire	2,648	2,964	316	3,154	2,964	190
Other - nondepartmental	182	181	(1)	181	181	-
Total public safety	6,948	8,010	1,062	8,829	8,010	819
Public works:						
Streets	610	670	60	690	670	20
Engineering	235	272	37	331	272	59
Administration	238	249	11	267	249	18
Cemetery	102	110	8	110	110	-
Auto shop	181	266	85	317	266	51
Building maintenance	185	269	84	362	269	93
Inspection	197	250	53	343	250	93
Grounds maintenance	281	469	188	474	469	5
Total public works	2,029	2,555	526	2,894	2,555	339
Culture and recreation:						
Parks and recreation	2,349	2,320	(29)	2,939	2,320	619
Library	357	449	92	567	449	118
Other - nondepartmental	81	84	3	49	84	(35)
Total culture and recreation	2,787	2,853	66	3,555	2,853	702
Economic development:						
Development	143	167	24	282	167	115
Other - nondepartmental	738	969	231	1,071	969	102
Total economic development	881	1,136	255	1,353	1,136	217
Health:						
Animal control	30	36	6	40	36	4
Other	126	153	27	165	153	12
Total health	156	189	33	205	189	16
Education	1,501	1,704	203	1,691	1,704	(13)
Welfare	64	70	6	67	70	(3)
Capital outlay	2,249	7,013	4,764	26,900	7,013	19,887
Debt service						
Principal retirement	341	359	18	340	359	(19)
Interest and charges	39	22	(17)	18	22	(4)
Total debt service	380	381	1	358	381	(23)
Total expenditures	19,909	27,280	7,371	49,892	27,280	22,612
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	1,561	1,610	49	1,500	1,610	(110)
Transfers to other funds	3,355	3,343	(12)	4,018	3,343	675
Total transfers out	4,916	4,953	37	5,518	4,953	565
Total expenditures and other financing uses	\$ 24,825	\$ 32,233	\$ 7,408	\$ 55,410	\$ 32,233	\$ 23,177

Attachment: CM 4-16-19, City Financial Statements - March 2019 (3393 : City financial statements - March 2019)

City of Opelika
Capital Outlay
Comparison of Actual and Budget to Prior Year
FYTD March 2019
*Thousands of dollars

	FYTD Actual			Budget to Actual		
	2018	2019	Variance	Budget	Actual	Variance
GENERAL FUND						
General Government:						
Legislative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Executive	54	-	(54)	-	-	-
Legal	-	-	-	-	-	-
Administration	-	-	-	-	-	-
Accounting	-	-	-	1,447	-	1,447
Human Resources	-	-	-	-	-	-
Information Technology	219	195	(24)	384	195	189
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Other	27	-	(27)	-	-	-
Total general government	300	195	(78)	1,831	195	1,636
Public Safety:						
Police	370	5,047	4,677	8,191	5,047	3,144
Probation	-	-	-	-	-	-
Fire	1,228	16	(1,212)	132	16	116
Total public safety	1,598	5,063	3,465	8,323	5,063	3,260
Public Works:						
Streets	89	942	853	824	942	(118)
Engineering	-	306	306	602	306	296
Administration	229	95	(134)	101	95	6
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	318	1,343	1,025	1,527	1,343	184
Culture and Recreation:						
Parks and Recreation	32	385	353	273	385	(112)
Library	-	-	-	8	-	8
Total culture and recreation	32	385	353	281	385	(104)
Total General Fund capital outlay expenditures	\$ 2,248	\$ 7,012	\$ 4,764	\$ 11,962	\$ 7,012	\$ 4,950
PROPRIETARY FUNDS						
Electric	967	758	(209)	3,910	758	3,152
Telecommunications	521	38	(483)	1,443	38	1,405
Sewer	-	44	44	1,069	44	1,025
Solid Waste	388	421	33	321	421	(100)
Total Proprietary funds	1,876	1,261	(615)	6,743	1,261	5,482
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	-	-	-	41	-	41
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	31	-	31
2011 Road Construction - Streets - Fred. Rd.	1,107	(438)	(1,545)	302	(438)	740
2011 Road Construction - Street paving	-	-	-	-	-	-
2011 Road Construction - Other	205	71	(134)	453	71	382
Capital Improvement funds - Other	5	9	4	53	9	44
Industrial Road Grant funds - Other	8	7	(1)	16	7	9
Industrial Road Grant funds - Engineering	411	-	(411)	13	-	13
Total Other Governmental funds	1,736	(351)	(2,087)	909	(351)	1,260
Total City of Opelika Capital Outlay	\$ 5,860	\$ 7,922	\$ 2,062	\$ 19,614	\$ 7,922	\$ 11,692

Attachment: CM 4-16-19, City Financial Statements - March 2019 (3393 : City financial statements - March 2019)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 04/16/19 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: Tina Mnor
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 3370)

DOC ID: 3370

March 2019 Building Inspections Monthly Report

COMMENTS - Current Meeting:

Mayor Fuller called on Joey Motley, City Administrator, who gave a summary of the City's March 2019 Building Inspection report.

City of Opelika Building Inspections Department

March 2019 Monthly Building Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
3/1/2019	2908 LONE EAGLE LN	ME BUILDERS LLC	Addition	\$ 25,000.00
3/1/2019	800 1ST AVE 1	SUPERIOR ROOFING CO	Roofs	\$ 22,257.00
3/1/2019	600 ANDREWS RD	Shelly Tufts	Alteration	\$ 100,000.00
3/5/2019	901 SHELBY AVE	WAYNES ROOFING	Roofs	\$ 4,200.00
3/5/2019	1504 PRESTON ST	SCF BUILDING A&O LLC	Accessory Buildings	\$ 3,000.00
3/6/2019	207 S 8TH ST	Derek Hilyer	Alteration	\$ 105,000.00
3/6/2019	1405 SOUTHERS CT	SUPERIOR ROOFING CO	Roofs	\$ 6,910.00
3/6/2019	713 MAGAZINE AVE	ALL-V ROOFING & RESTORATION LL	Roofs	\$ 10,000.00
3/6/2019	719 N 10TH ST	Kenny Kruger	Addition	\$ 7,000.00
3/8/2019	3648 QUAIL TRCE	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 411,900.00
3/11/2019	2200 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 314,040.00
3/11/2019	520 CUSSETA RD	David Thomas	New Single Family Detached	\$ 237,501.00
3/11/2019	2214 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 237,162.00
3/11/2019	2122 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 281,832.00
3/11/2019	1911 S LONG ST	Isaac Nunn	Accessory Buildings	\$ 3,800.00
3/11/2019	1407 FINCHLEY CT	GRAYHAWK HOMES INC	New Single Family Detached	\$ 258,214.00
3/11/2019	601 S 7TH ST	SCF BUILDING A&O LLC	Accessory Buildings	\$ 3,800.00
3/12/2019	128 COLUMBUS PKWY	SCF BUILDING A&O LLC	Accessory Buildings	\$ 2,000.00
3/13/2019	2770 ENTERPRISE DR	STEWART/PERRY CO INC, THE	New	\$ 270,033.20
3/13/2019	2202 2ND AVE	LARRY R BAILEY CONSTRUCTION	Addition	\$ 12,000.00
3/14/2019	2690 MILL LAKES RDG	CLAYTON PROPERTIES GROUP INC	New Single Family Detached	\$ 181,013.00
3/14/2019	1611 2ND AVE	HBS INC	Roofs	\$ 59,687.00
3/14/2019	801 S RAILROAD AVE 101	MITCHELL ROOFING LLC	Roofs	\$ 19,850.00
3/15/2019	2006 ROCKY BROOK RD	B&L ROOFING	Roofs	\$ 5,800.00
3/15/2019	507 LANKFORD ST	B&L ROOFING	Roofs	\$ 800.00
3/18/2019	1404 SOUTHWICK LN	RONNIE SMITH BUILDERS INC	Alteration	\$ 18,417.00
3/18/2019	3627 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 178,660.00
3/18/2019	2007 EVANS DR	MOORES CONSTRUCTION	New Single Family Detached	\$ 352,875.00

3/18/2019	3002 PARK CT	Candace Ray	Accessory Buildings	\$	1,000.00
3/18/2019	3633 QUAIL TRCE	CONNOR BROTHERS CONSTRUCTION	New Single Family Detached	\$	274,734.00
3/19/2019	1531 2ND AVE	COMMERCIAL CONSTRUCTION & MAINT	New	\$	1,000,000.00
3/20/2019	3410 LAKEHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	\$	299,636.00
3/20/2019	1807 1ST AVE	WAYNES ROOFING	Roofs	\$	4,400.00
3/21/2019	1015 WESTPOINT PKWY	NETWORK INSTALLATION SPECIALISTS LLC	Communication Towers	\$	10,000.00
3/21/2019	1204 WATWOOD AVE	Jay Rogers	Accessory Buildings	\$	2,000.00
3/21/2019	3304 GABBY DR	Lynn Carroll	Accessory Buildings	\$	1,200.00
3/25/2019	505 2ND AVE	US GENERAL CONSTRUCTION INC	New	\$	536,000.00
3/25/2019	1609 INDIA RD	GOLD HILL CONSTRUCTION	Alteration	\$	7,800.00
3/25/2019	405 N 5TH ST	TODD CHAPMAN ROOFING	Roofs	\$	8,470.00
3/25/2019	1006 AUBURN ST	J. Marsh Enterprises, Inc.	Alteration	\$	35,900.00
3/25/2019	403 WINTERBURN AVE	BACKYARD EXPERIENCE, THE	Swimming Pool	\$	51,000.00
3/25/2019	3811 FLINTWOOD LN	SUPERIOR ROOFING CO	Roofs	\$	9,735.00
3/25/2019	208 N 24TH ST	John Kind	Accessory Buildings	\$	5,894.00
3/26/2019	2301 CENTER HILL DR	HOSEY-LANCOUR CONSTRUCTION LLC	New	\$	322,974.00
3/26/2019	117 BRANNON AVE	AMERICAN MAINT & RENOVATION LL	Alteration	\$	2,900.00
3/27/2019	121 N 20TH ST	SUPERIOR ROOFING CO	Roofs	\$	46,300.00
3/27/2019	603 LANKFORD ST	Jennifer Cordba	Addition	\$	18,500.00
3/27/2019	1201 CATHERINE DR	ELAND POOLS	Swimming Pool	\$	48,000.00
3/27/2019	3231 EAGLE TRL	CONNOR BROTHERS CONSTRUCTION	New Single Family Detached	\$	179,251.00
3/28/2019	2119 2ND AVE	Thomas Tatum	Accessory Buildings	\$	10,000.00
3/29/2019	2008 DUTCH CT	Safako Tidwill	Accessory Buildings	\$	3,000.00
				\$	6,011,445.20

Jeff Kappelman, Chief Building Official



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Monthly Permits For March 2019

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	1	10
Plumbing Upgrades	2	11
Electrical Upgrades	1	8
Mechanical Upgrades	1	1
Reroofs And Roof Repairs	3	9
Mobile Home Services	0	2
Building Additions/Accessory Structures	0	10

Monthly Totals For March 2010-2019

2010	\$46,007,791.00
2011	\$2,005,394.00
2012	\$5,987,841.00
2013	\$5,267,854.00
2014	\$30,207,661.00
2015	\$9,272,265.00
2016	\$4,828,681.00
2017	\$12,454,319.00
2018	\$15,232,323.19
2019	\$6,011,445.20

Total Permits Issued:

4	New Buildings: Commercial	\$2,129,007.20
2	Commercial Renovations And Repairs	\$216,794.00
0	Signs	
12	New Single Family Homes	\$3,206,818.00
20	Residential Repairs And Renovations	\$458,826.00
0	New Apartment Units	
0	New Duplex Residences	
	Total Building Permits Issued	

38

Total Permits Issued For March, 2019

\$6,011,445.20

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman

Jeff Kappelman
Chief Building Inspector

Attachment: March 2019 Monthly Building Inspection Reports (3370 : March 2019 Building Inspections Monthly Report)



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Fiscal Year To Date Report - 2019

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	7	22
Plumbing Upgrades	1	11
Electrical Upgrades	6	13
Mechanical Upgrades	6	13
Reroofs And Roof Repairs	0	7
Mobile Home Services	0	0
Building Additions/Accessory Structures	1	7

Yearly Totals For Oct. 1st - Sept. 30th	
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	\$111,654,002.74

Total Permits Issued:

15	New Buildings: Commercial	\$6,300,565.60
26	Commercial Renovations And Repairs	\$2,862,225.33
20	Signs	\$205,514.25
100	New Single Family Homes	\$24,696,695.40
82	Residential Repairs And Renovations	\$1,982,581.30
0	New Apartment Units	\$0.00
13	New Duplex Residences	\$1,395,578.00
0	Total Building Permits Issued	\$0.00

256

Permit Total Issued for FY 2019

\$37,443,156.88

Jeff Kappelman

JEFF KAPPELMAN
Chief Building Inspector

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 3375)**

Meeting: 04/16/19 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3375

Request from Main Street, two events, Touch-A-Truck and Burger Wars on 6-01-19.

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



April 9, 2019

R. G. 'Bob' Shuman, CMC
City Clerk
City of Opelika, Alabama

Dear Bob,

Opelika Main Street would like to request street closures on behalf of Opelika Main Street and Opelika Rotary Club. We will have two events on June 1st, 2019; Touch-A-Truck from 9am-Noon and Burger Wars from 11am-2pm.

Opelika Main Street would like to request the following street closure from **7am-1pm**:
S. Railroad Avenue from 8th Street to 10th Street
9th Street from N. Railroad to Avenue A

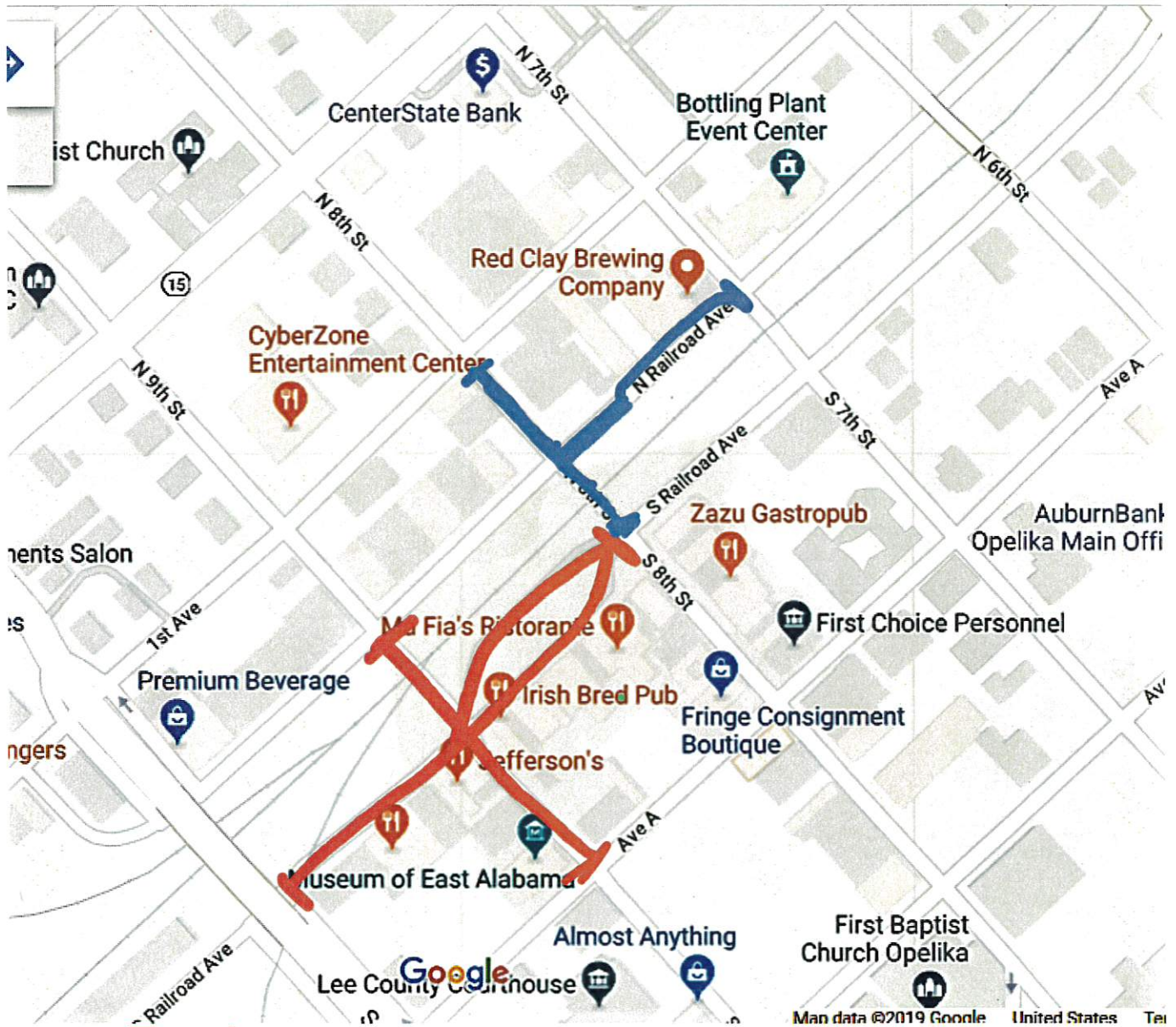
Opelika Rotary Club would like to request the following street closure from **7am-4pm**:
N. Railroad Avenue from 7th Street to 8th Street
8th Street from 1st Avenue to S. Railroad Avenue

I have attached maps for each event.

Thank you so much for your consideration

Dana

Dana Gafford
Interim Director
Opelika Main Street



Touch-
A-Truck

Burger wars

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 3376)**

Meeting: 04/16/19 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3376

Request from Main Street, new event Main Street on Tap on 7-27-19.

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



April 4, 2019

R. G. 'Bob' Shuman, CMC
City Clerk
City of Opelika, Alabama

Dear Bob,

Opelika Main Street would like to request street closures for our newest event: Main Street On Tap. This event will be July 27, 2019.

We would like to request the following street closure from 7am-7pm:

- **1st Avenue from 7th Street to 8th Street**
- **N. Railroad Avenue from 7th Street to 8th Street**
- **8th Street from 1st Avenue to N. Railroad Avenue**

I have attached a map for this event.

Thank you so much for your consideration

Dana

Dana Gafford
Interim Director
Opelika Main Street





City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3371)

Meeting: 04/16/19 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:
DOC ID: 3371

Public Hearing, Project Development Agreement with BC Stone Contracting.

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

NOTICE is hereby given that the City Council (the “Council”) of the City of Opelika, Alabama, (the “City”) will meet in public session at 7:00 p.m. on Tuesday, April 16, 2019, in the City Council Chambers of the Municipal Building, 204 South 7th Street in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the following:

1. The authorization by the Council, pursuant to Amendment No. 642 of the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) approving the execution and delivery of a Project Development Agreement (the “Agreement”) between the City and BC Stone Contracting, LLC, (the “Company”) to be dated the date of delivery. The Company is an Alabama limited liability company.
2. Pursuant to the Agreement, the Company will agree to construct a residential development on approximately 52.22 acres of land located south of Morris Avenue and west of LaFayette Parkway. Phase One of the development (an extension of Lancelot Lane and surrounding areas) will consist of approximately forty (40) single-family homes within “Camelot Northbrook Subdivision” (the “Subdivision”). The “Project” will consist of the construction of the streets and utility infrastructure within the Project Area as defined in the Agreement of Phase One of the Subdivision. The City will agree to provide up to \$97,555.00 in cash incentives to

facilitate the Project described above. The cash incentives are more particularly described in the Agreement.

3. The City seeks to achieve, by undertaking its obligations pursuant to the Agreement and the Resolution, to promote the local economic development of the City by facilitating the development of the Project for the benefit of the general public, to increase employment in the City and to increase the tax and revenue base of the City.

4. The persons or entities to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value are BC Stone Contracting, LLC, and others who may benefit indirectly from the development of the Project.

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

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

7. Further information concerning the information of this notice can be obtained at the office of the City Clerk during normal business hours.

8. Please contact Kevin D. Rice, the City's ADA Coordinator, at 334-705-2083 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

DATED this the 9th day of April, 2019.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the April 9, 2019, issue of your paper.

CITY CLERK

COMMENTS - Current Meeting:

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



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 04/16/19 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

GENERAL BUSINESS (ID # 3303)

DOC ID: 3303

PH, Amend Zoning Ord & Map: Rezone 60.74 Acres, Pepperell Pkwy & North 30Th Street

CITY OF OPELIKA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, April 16, 2019, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend Ordinance Number 124-91 (entitled “Zoning Ordinance of the City of Opelika”) adopted on September 17, 1991 and the Zoning Map. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA (THE BALL FIELDS PUD)

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

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

(a) Opelika Equities, LLC, an Alabama limited liability company, (the “Company”) is the owner of record of that certain real property consisting of approximately 60.74 acres located at the southwest corner or the intersection of Pepperell Parkway and North 30th Street.

(b) The Company heretofore submitted to the City a development plan for a planned unit development (“PUD”) entitled “The Ball Fields PUD” consisting of approximately 60.74 acres.

(c) The proposed development is a mixed use development consisting of three (3) commercial buildings on parcels along Pepperell Parkway containing a total of approximately 4.02 acres, 320 residential apartment units on approximately 56.71 acres, and associated amenities, including a clubhouse, pool, pickleball court and a walking trail.

(d) The Planning Commission heretofore conducted a public hearing on the proposed development and referred to the City Council its recommendation to approve the proposed development.

(e) It is advisable and in the interest of the City and the public interest that the property described in Section 3 below should be developed as a mixed use planned unit development.

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18N of the Zoning Ordinance of the City.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from a C-3/GC-P District (General Commercial, Gateway Corridor Overlay Primary District), I-1/GC-P District (Institutional, Gateway Corridor Overlay Primary District) and C-2 District (Office/Retail District) to a Planned Unit Development (PUD) on the official zoning map of the City.

Beginning at the North West corner of Lot 1, Block A, Pepperell Subdivision, said corner being located on the southerly right-of-way of U.S. Highway 29 and is the point of beginning of the property herein described; thence leaving said right-of-way South 50°50’ East along the back of the Lots 1-4, Block “A” Pepperell Subdivision 493.2 feet to a point; thence North 39°10’ East along the southeasterly line of Lot 4, 172.0 feet to a point located on the southwesterly right-of-way of 30th Street; thence along said right-of-way South 50°50’ East, 50.0 feet to a point; thence leaving said right-of-way South 39°10’ West, along the northwesterly line of Lot 1, Block “B” Pepperell Subdivision, 172.0 feet; thence along the back of Lots 1-12, Block “B” Pepperell Subdivision the following six (6) courses, South 50°50’ East, 276.0 feet, thence South 52°16’ East, 199.80 feet; thence South 56°29’ East, 186.0 feet; thence South 58°27’ East, 75.8 feet; thence South 59°36’ East 235.7 feet; thence South 66°22’ East, 179.40 feet; thence South 73°22’15” West, 946.92 feet to a point located on the section line between Section 15 and Section 14; thence 946.92 feet to a point located on

the section line between Section 15 and Section 14; thence along said section line South 00°17'05" East 684.11 feet to a point located on the northerly right-of-way of the CSX Railroad; thence along said right-of-way South 73°26'29" West, 1180.5 feet; thence leaving said right-of-way North 15°26'31" West, 950.2 feet; thence North 01°58'31" West, 804.4 feet; thence North 73°06'29" East, 400.00 feet; thence North 02°42'29" East, 300.3 feet to a point located on the southerly right-of-way of U.S. Highway 29; thence along said right-of-way North 76°41'20" East a calculated distance of 554.7 feet to the point of beginning. Said tract is located in Sections 14 and 15, Township 19 North, Range 26 East, City of Opelika, Lee County, Alabama.

Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN. Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

Section 5. REPEALER. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5132 at least two (2) working days prior to the meeting if you require special accommodations due to any disability.

WITNESS my hand this the ____ day of _____, 2019.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the March __, 2019 issue of your paper.

CITY CLERK

The applicant is requesting rezoning 60.74 acres from C-3 & I-1/GC-P and C-2 zoning district to a PUD (Planned Unit Development) zoning district. A four-acre commercial area (three buildings) for retail, office, and drive-thru type uses fronts along Pepperell Parkway. The 320 market rate apartments units are located behind the commercial properties. Apartment amenities include a clubhouse, pool, and pickle ball court. Garages and storage units for residential units are located along the east property line; landscaping is required including a residential buffer on the east property line for the existing homes that front along North 30th Street. The Planning Commission report and maps are attached. At the February 26th meeting, the Planning Commission voted 6 to 1 (and one abstain) to send a positive recommendation to CC to rezone the property. At the March 5th CC WS, the City Council reviewed the rezoning request and approved advertising for a CC PH.

COMMENTS - Current Meeting:

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

City of Opelika

Planning Commission Report

Action Requested:	Rezoning - from C-3 & I-1/GC-P and C-2 to PUD		
Location of Property:	Southwest corner of the intersection of Pepperell Parkway and North 30 th Street		
Property Owner:	Opelika Equities, LLC., Blake Rice, Barrett-Simpson, Inc.		
Current Zoning:	C-3 & I-1/GC-P and C-2		
Proposed Zoning:	PUD (Planned Unit Development)		
Existing Land Use:	Undeveloped (former ballfields)		
Surrounding Zoning Districts And Land Uses:	North	C-2 & C-3/GC-P	Vacant/Commercial (retail)
	South	M-1, C-2 & C-3	Manufacturing/Vacant/Office
	East	C-2/GC-P & VR-1	Bank and Residential
	West	C-3	Vacant

Rezoning:

The applicant is requesting rezoning 60.74 acres from C-3/GC-P, I-1/GC-P, & C-2 zoning districts to a planned unit development (PUD) zoning district. The overall development is proposing 368 residential apartment units with commercial uses along the Pepperell Parkway. There is also a large amenity area along Pepperell Creek. The density for the multi-family apartments is 6.49 units per acre over the 56.71-acre portion of the property. The proposed density is well below the 16 units per acre allowed in the C-2 or C-3 zoning district.

The commercial property along the frontage is approximately 4.02 acres and shows three proposed buildings. These buildings look like a bank, restaurant and other drive-thru building. The narrative provided by the applicant lists the allowed uses in this area as those typically found in the C-3 zone. The applicant has listed some uses that they would restrict through the PUD. These would include adult businesses, outside manufacturing, body art, cemetery, and package stores among others. Other uses that would be conditional in the C-3 zone would require conditional use if desired later. These uses would typically include those with an outside component.

As mentioned previously, the residential area would be located behind the commercial frontage with access from 30th Street, Cunningham Drive and Pepperell Parkway. This area would include market rate housing in an apartment or townhouse format with up to 368 dwelling units. This area would also include garages and storage units for residents only. Those units are typically along the mill village (east) and commercial (north) boundaries. These units will help provide some buffer from/to the adjacent uses as well. The elevation provided shows the apartments as 3-story buildings. While this building height under the maximum height, staff feels that the building may be out of character with the standard one-story mill housing to the east. Staff recommends that the buildings on each row closest to the village houses on 30th street be limited to two-story to allow a transition from the single-family housing to the taller units. This could also be accomplished with some townhome style units along this area as well. There will additionally be a bufferyard adjacent to the single-family homes. Since this area is shown as 15 feet in width it will either need to be a residential buffer Type a or b. This would include either a double row of evergreen plantings 6 feet in height or an opaque fence and a four foot wide single row of evergreen trees 6 feet in height. This buffer should extend along the driveway leading to 30th Street.

Amenities – The site plan and narrative both show a clubhouse, pool, pickle ball court and describe other amenities including a walking trail. This area is close to Shady Park in the Mill Village and this park would likely be used by residents as well. There is also a large flood plain area shown along Pepperell Creek. Staff would like commitments from the developer that if a greenway project is undertaken by the City of Opelika, they will work to provide easements for a public walking trail in locations that can be agreed upon by both parties.

The proposed development will provide good residential opportunities in an area that already has access and available utilities. This housing is located in an area with nearby natural amenities, job centers, retail and access to major transportation areas. With proper buffers and a transition in intensity from this east to the west side of the property, this development will provide residential housing, a use better suited to the area than many others allowed in the C-3 zoning.

Staff Recommendation:

Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the property to PUD subject to the following:

- 1. Limitation in height of two stories for the apartments adjacent to the single-family housing**

2. A residential buffer along the eastern property line adjacent to the single family in compliance with the residential bufferyard requirements. Additionally, this bufferyard shall extend along the driveway leading to 30th Street.
3. Work with City staff to provide pedestrian access/construction easements if the City begins a greenway along Pepperell Creek.

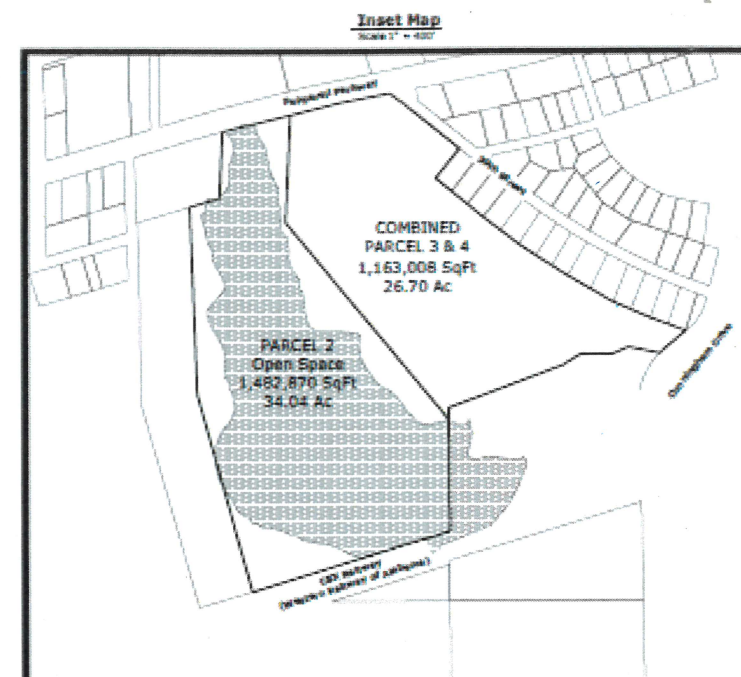
Engineer's Report

The Engineering Department recommends a positive recommendation to Council for rezoning of the submitted application with the following conditions: The site will require grading or land disturbance, the Engineering Department requires a grading, drainage, utility, erosion control, and post construction detention plan be submitted to the Engineering and Public Works Departments for review and approval for a Land disturbance Permit. All other utilities will need to be contacted by the applicant to make sure all designs are approved, and requirements met.

A traffic study will be required to access the needs of the existing roadways with the proposed traffic generated by the development. This traffic study could be in coordination with the study and design the City will perform as the improvements to the intersection and signal analysis at Pepperell Parkway and North 30th Street. Depending on the results of this traffic study, access limitations or roadway improvements may be required with the development of the site. Additional Right-of-Way will be required to be donated to the City of Opelika on North 30th Street as well. The limits of this ROW acquisition will be determined after the intersection improvement design is completed. These actions will be coordinated and approved by the Engineering and Public Works staff.

At the February 26th meeting, the Planning Commission voted 6 to 1 (and one abstain) to send a positive recommendation to the City Council to rezone 60.74 acres from C-3 & I-1/GC-P and C-2 to a PUD (Planned Unit Development) zoning district. This recommendation included staff comments and two additional conditions from the Planning Commission. These conditions were to increase the proposed residential bufferyard and work with residents on plantings and to reduce the overall unit count from 368 units to account for the loss of 3rd stories on the buildings adjacent to the residential.

BEING A PART OF SECTIONS 14 & 15, TOWNSHIP 19 NORTH, RANGE 26 EAST
OPELIKA, LEE COUNTY, ALABAMA



<u>PROJECT DATA</u>	
TOTAL PROJECT AREA (ACRES):	60.74 Ac
COMMERCIAL OUT LOTS:	3 Lots
TOTAL COMMERCIAL OUT LOT AREA (ACRES):	4.02 Ac
TOTAL NUMBER OF MULTI-FAMILY BUILDINGS PROPOSED:	23
TOTAL NUMBER OF DWELLING UNITS:	368
TOTAL PARKING SPACES SHOWN:	736
TOTAL NUMBER OF GARAGE UNITS:	49
TOTAL PARKING (SPACES & GARAGE):	781
TOTAL NUMBER OF STORAGE UNITS:	84
TOTAL MULTI-FAMILY AREA (ACRES):	56.71 Ac
NET MULTI-FAMILY DENSITY, UNITS PER ACRE:	6.49



TWELVE - THREE BEDROOM UNITS
FRONT EXTERIOR ELEVATION
SCALE : 3/32" = 1'-0"

THE ARCHITECTURAL OFFICE OF
WILLIAM J. PEEK
Member of the American Institute of Architects

908 South Hull Street
Montgomery, Alabama 36104
(334) 834-1731 Voice (334) 834-1736 Facsimile

STATE OF ALABAMA
Montgomery
WILLIAM J. PEEK
2396
REGISTERED ARCHITECT
Alabama

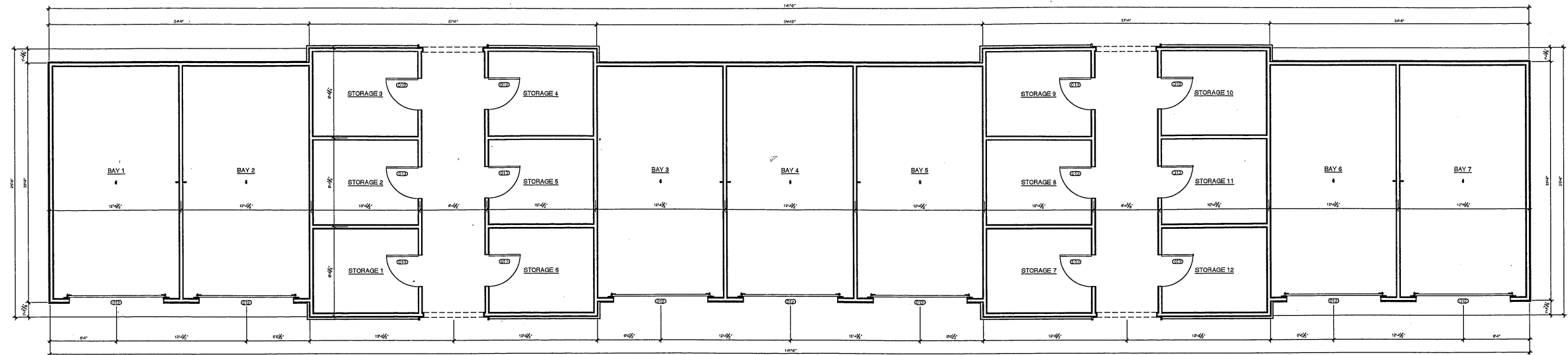
PROJECT
THE INNINGS AT OPELIKA
OPELIKA, ALABAMA

SHEET TITLE
Front Exterior Elevation

DATE
01/16/2019

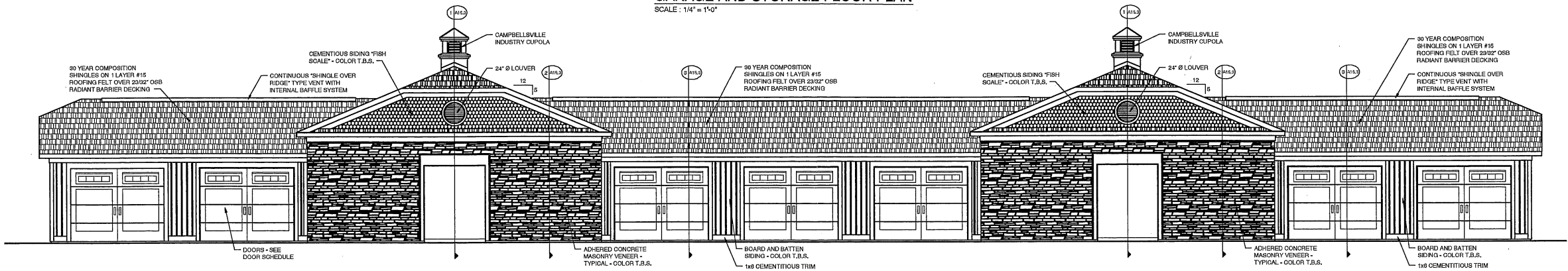
JOB NUMBER

SHEET
A1.2



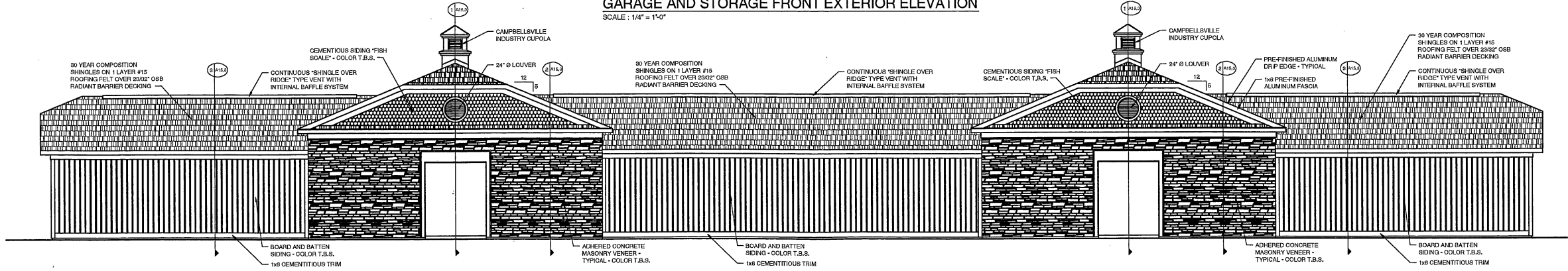
GARAGE AND STORAGE FLOOR PLAN

SCALE: 1/4" = 1'-0"



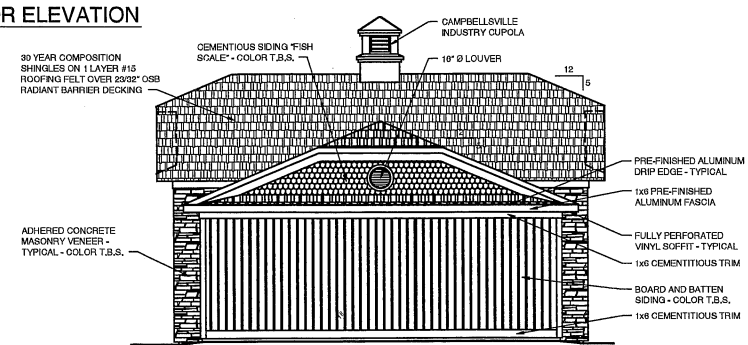
GARAGE AND STORAGE FRONT EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



GARAGE AND STORAGE REAR EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



GARAGE AND STORAGE END EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"

THE ARCHITECTURAL OFFICE OF
WILLIAM J. PEEK
Member of the American Institute of Architects
2008 South Hill Street
Montgomery, Alabama 36104
404.581.1111 Fax 404.581.1116



PROJECT
The Lodge at Johns Road
Huntsville, Alabama

SHEET TITLE
Garage and Storage Floor Plan and
Exterior Elevations

DATE 4/12/2013

REVISION

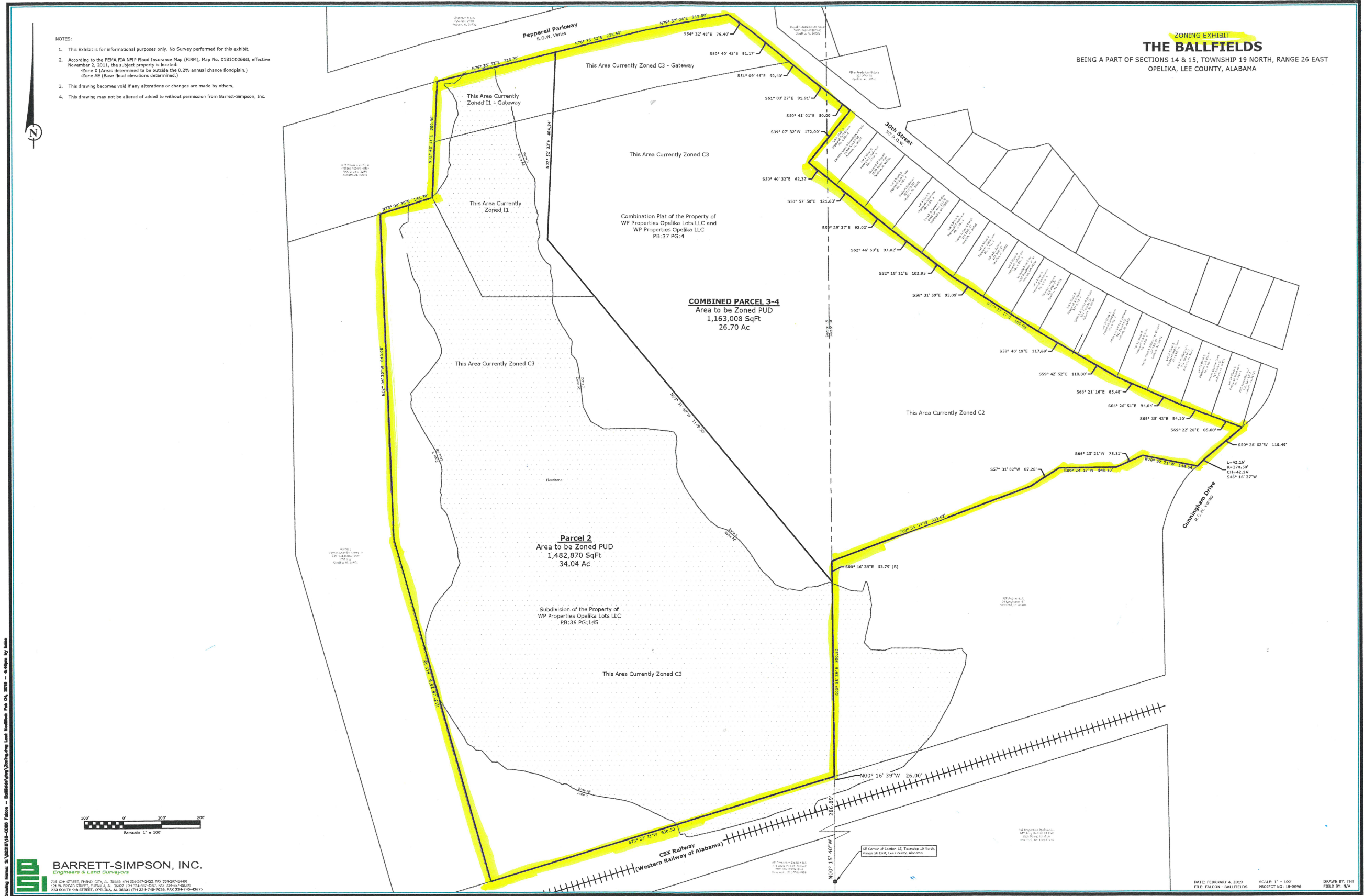
1	
2	
3	
4	
5	
6	

JOB NUMBER 13-149

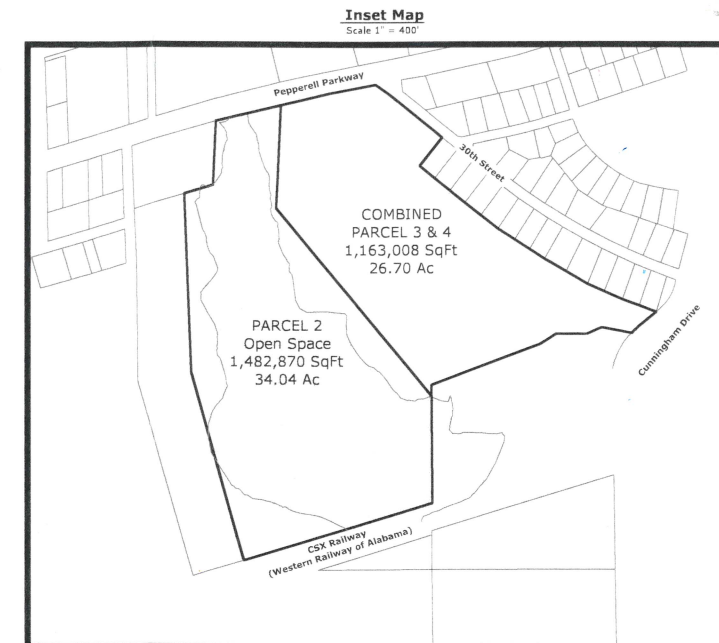
SHEET

A15.1

SEQUENCE 75 of 123

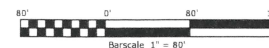


SITEPLAN CONCEPT
THE BALLFIELDS
 BEING A PART OF SECTIONS 14 & 15, TOWNSHIP 19 NORTH, RANGE 26 EAST
 OPELIKA, LEE COUNTY, ALABAMA



PROJECT DATA

TOTAL PROJECT AREA (ACRES):	60.74 Ac
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NET MULTI-FAMILY DENSITY, UNITS PER ACRE:	6.49



Drawing Name: S:\2018\18-0098 Falcon - Ballfields\Drawings\11.4.a.dwg Last Modified: Feb 05, 2019 - 8:40am by Taylor Thomas

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, OPELIKA, AL 36827 (PH 334-687-4157, FAX 334-687-8821)
 223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

DATE: JANUARY 31, 2019 SCALE: 1" = 80' DRAWN BY: THT
 FILE: FALCON - BALLFIELDS PROJECT NO: 18-0098 FIELD BY: N/A



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 088-19

Meeting: 04/16/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3387

Mobile Health Clinic

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a Mobile Health Clinic Retrofit; and

WHEREAS, Matthews Specialty Vehicles submitted the sole bid meeting specifications; and

WHEREAS, \$127,791.00 will come from the Contributions Fund. Funding for the remaining balance of this purchase will come from Unassigned Funds in the amount of \$74,084.00. General Fund will be reimbursed once fundraising is completed;

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

1. That the purchase be awarded to Matthews Specialty Vehicles on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Matthews Specialty Vehicles in the amount of \$201,875.00.
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 _____, 2019.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bid – Bid #19015 – We are asking the Council to approve a purchase for a Mobile Health Clinic Retrofit

FACTS:

- Bid opening date – 3/15/19
- The bid was mailed to 10 vendors
- 1 bid was received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the bid be awarded to Matthews Specialty Vehicles on their sole bid meeting specifications in the amount of \$201,875.00.**

[illegible]

RESOLUTION NO. 089-19

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 employee(s) were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

	Employee	Department	\$ Amount
	-----	-----	-----
	Donna Smith	Accounting	189.08
	Kelly Smith	Accounting	167.18
	Nadja Frazier	Municipal Court	149.10
107.00	Leigh Krehling	Community Rel.	
192.00	Leigh Krehling	Community Rel.	

-) 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(s) can be prepared covering the attached expense report(s).
- 5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2019.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

13.1.a

NAME Donna Smith DEPARTMENT Accounting PERIOD ENDING 4/3/2019

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

DATE	DAY	CITY AND STATE	LODGING	TRANSPORTATION			LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
				AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.				BREAKFAST	LUNCH	DINNER			
	SUN													\$ -
	MON													\$ -
4/2/19	TUE	FROM OPELIKA, AL TO TUSCALOOSA, AL						\$ 94.54						\$ 94.54
4/3/19	WED	FROM TUSCALOOSA, AL TO OPELIKA, AL						\$ 94.54						\$ 94.54
	THU													\$ -
	FRI													\$ -
	SAT													\$ -
WEEKLY CATEGORY TOTALS \$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189.08

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS

NUMBER OR DAYS AWAY FROM HOME

1 1/2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

CGAT TRAINING

METHOD OF REIMBURSEMENT

MAIL TO:

DONNA SMITH

ACCT DEPT.

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
4/2/19	OPELIKA TO TUSCALOOSA 163 MILES@.58	\$ 94.54
4/3/19	TUSCALOOSA, TO OPELIKA 163 MILES@.58	\$ 94.54

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Packet Pg. 57

Attachment: CM 4-16-19, Expense Reports (089-19 : Expense reports from various departments.)

13.1.a

PERSONAL REIMBURSABLE PURCHASES ONLY

NAME

Name

DEPARTMENT

Department

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	Mileage AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED	Birmingham, AL								\$11.48			\$11.48
THU	Birmingham, AL								\$9.47			\$9.47
FRI	Birmingham, AL						7.51					\$7.51
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	\$120.64	\$7.51		\$20.96	0.00	0.00	\$149.10

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

Regional Seminar for Magistrate Certification

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL: TO

Snail Mail - To: Annex Building

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4-3-18	.58 x 104 = 60.32	
thru		
4-5-18	60.32 x 2 = 120.64	\$120.64
	Mileage from 608 Ave A	
	to 3590 Grandview Pkwy	
	Birmingham, AL	

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
	Agree To P.O.	
	Exp Verified	
	Receipt Verified	
	Inv. Price Bto Price	
	OK To Pay	
	AC # Verified	

SIGNATURE

APPROVED BY

PERIOD ENDING 10-Apr-19

NAME

Name Leigh Krehling

DEPARTMENT

Department Community Relations - 1160

REIMBURSEMENT

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOGS, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN	To Tuscaloosa (PRCA Conf)					96.00						96.00
MON												0.00
TUE	Home to Opelika (PRCA Conf)					96.00						96.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	192.00	0.00	0.00	0.00	0.00	0.00	192.00

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

ACCMA Class - Budgeting

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/4/19	From Opelika to Tuscaloosa 166	96.00
4/5/19	From Tuscaloosa to Opelika 166	96.00

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

Leigh Krehling

Community Relations

SIGNATURE

APPROVED BY

NAME
Name Leigh Krehling

DEPARTMENT
Department Community Relations - 1160

PERIOD ENDING 5-Apr-19

REIMBURSEMENT

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.
MON												0.
TUE												0.
WED												0.
THU	To Montgomery (ACCMA Class)					53.00						53.
FRI	Home to Opelika (ACCMA Class)					54.00						54.
SAT												0.
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	107.00	0.00	0.00	0.00	0.00	0.00	107.

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

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0%

NATURE OR PURPOSE OF TRAVEL
ACCMA Class - Budgeting

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

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/4/19	From Opelika to Montgomery. 92	53.00
4/5/19	From Montgomery to Opelika. 93	54.00

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Agree to P.O.
 Enter Verified
 Feeing Verified
 Inv. Price Bio Price
 Ok To Pay
 A/C # Verified
 Agree to P.O.

Leigh Krehling
 Community Relations
 SIGNATURE
 APPROVED BY

Attachment: CM 4-16-19, expense reports, Leigh K (089-19 : Expense reports from various departments.)

RESOLUTION NO. 090-19

Purchase - One (1) 2019 Ford F350 Crew Cab and Chassis - OPS**RESOLUTION NO. _____**

WHEREAS, Opelika Power Services desires to purchase one (1) 2019 Ford F350 Crew Cab and Chassis with certain options utilizing the State of Alabama Contract #T193A; and

WHEREAS, Tallassee Automotive, Inc. is the State Contract Vendor for the 2019 Ford F350 Crew Cab and Chassis; and

WHEREAS, funding for this purchase is budgeted from Capital Outlay;

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

1. That the purchase be awarded to Tallassee Automotive, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Tallassee Automotive, Inc. in the total amount of \$64,507.00.
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 _____, 2019.

C.E. "Eddie" Smith, Jr.

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

19003177

TO: CITY OF OPELIKA / LIGHT & POWER
ATTN: STACEY BRYSON / BRET RAYBURN

12/31/18

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

STATE OF ALABAMA - DIVISION OF PURCHASING 08/31/18
REF: VEHICLE CONTRACT # MA 999 T193A 4013268.1 2019' MODEL YEAR

OPTIONS FOR FORD F-350 CREW CAB & CHASSIS LINE # 13 - 15
EQUIPMENT INCL: 56" CA, DUAL REAR WHEELS, 13,000# GVWR, 6.7L V-8 DIESEL ENGINE, 6 SPD
AUTOMATIC, AIR COND, AM/FM, 4 WHL DISC & ABS BRAKES, DUAL AIR BAGS, 150 AMP ALT, FUEL
LINE KIT, TRAILER TOW MIRRORS.

COST: \$36,239.00

~ ITEMS INDICATED ARE RECOMMENDED FOR YOUR APPLICATION ~

SINGLE REAR WHEEL OPTION 11,500# GVWR, 56" CA	#SRW < \$1,663 >
SPARE TIRE	#512 \$258
LOCKING REAR AXLE	#LRA \$366
MOULDED CAB STEPS	#18B \$419
INTEGRATED ELECTRIC BRAKE CONTROLL	#52B \$253
110 v / 400 watt DASH MTD POWER OUTLET	#43C \$73
H.D. SUSPENSION PKG	#63R \$119
AUXILIARY UPFITTER SWITCHES	#66S \$159
POWER WINDOWS - LOCKS - MIRRORS & KEYLESS ENTRY	#90L \$1,046
UPGRADE TO 4 WHEEL DRIVE MDL.	#4WD \$3,617
ALL TERRAIN TIRES 18"	#TDX \$289
ELECTRIC SHIFT TRANSFER CASE	#213 \$N/C
SKID PLATES	#41P \$98
AM / FM MP 3 / SYNC HANDS FREE PHONE CAPABILITY RADIO	#585 \$498
* POST PRODUCTION OPTIONS *	
8' STD HEIGHT STEEL SERVICE BODY w THESE FEATURES:	#SBY \$11,786
KNAPHEIDE MDL # 696F40 FLIP TOP COMPARTMENTS NOMINAL 40" COMPT HEIGHT,	
PAINTED WHITE INSIDE & OUT, STD SHELVEING & DIVIDER PKG, LED STOP - TAIL & TURN	
INDICATORS, SINGLE SIDE MOUNT LADDER RACK LH SIDE, LED LIGHTED COMPTS w DOOR	
OPERATED SWITCHES, ELECTRIC MASTER LOCKING SYSTEM, CAB GUARD,	
(1) C TECH 5 DRAWER MECAHNICS TOOL CHEST MTD @ LH FRT COMPT,	
(1) 500# CAP PULLOUT TRAY MTD @ RH FRT COMPT, (2) 0 ALUMN GRAB HANDLES @ REAR,	
FALSE FLOOR, CLASS V RECIEVER HITCH w WIRING FOR LIGHTS & BRAKES, BACK UP ALARM,	
REAR VIEW CAMERA PREP / KIT w mirror display shipped loose for body mtng	#872 \$610
DELIVERY TO YOUR LOCATION	#DLV \$45

TOTAL COST: \$54,212.00

OTHER OPTIONS TO CONSIDER:

(4) CARGO TIE DOWNS MTS @ BOTTOM OF SIDE WALL ABOVE FLOOR	#TDN \$229
BED RAT SLIDING TRAY MTD UNDER FALSE FLOOR	#BRT \$1,953
LED WARNING LIGHT SYSTEM w	#LTS \$597
2 AMBER/CLEAR UNITS IN GRILLE & 2 AMBER 2 REAR	
24" LED AMBER LIGHT BAR MTD @ TOP OF CAB GUARD	#ABR \$928
PAGE EDWARDS MANUAL ALUMN ROLL UP BED COVER	#PECVR \$2,932
WESTERN MULE BUMPER & CRANE ASSY 1,350# CAP	#WMCRN \$7,458
SPITZ LIFT CRANE INST IN CARGO AREA FLOOR 900# CAP	#SLCRN \$3,524
BUMPER MTD VISE MOUNT * ROOM PERMITTED *	#VMT \$132

COLOR: #Z1 WHITE TRIM: #AS GRAY VINYL

\$64,507.00
w/OPTIONS



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

13.2.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T193A4013268.1

NOT TO EXCEED AMOUNT:

Begin Date: 05/01/2014

Procurement Folder: 328318

Expiration Date: 04/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 11/15/18

Version Number: 7

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

CONTRACT DESCRIPTION

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

Open the attached pdf to view complete contract details.

Ship To:

Bill To:

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

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049975: Tallassee Automotive Inc.

1618 Gilmer Avenue

Tallassee AL 36078

Contact:

BRUCE BROWN

3342836815

BBROWN@TALLASSEEAUTOMOTIVE.COM

Attachment: 4-16-19 - ONE (1) 2019 FORD F350 CREW CAB AND CHASSIS - STATE CONTRACT T193A - CNCL PKT (090-19 : Purchase - One (1)

COMMODITY / SERVICE INFORMATION

13.2.a

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	\$28,002.000000	\$0.00			\$0.00	\$0.00

07203 - Class 3 Trucks (10,001 - 14,000 lb. GVWR)
 CHASSIS, TRUCK GVWR 11,000 NEW LATEST
 TRUCK CHASSIS, 11,000 GVWR, LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT
 CREW CAB
 WHEEL BASE: 171.5" MINIMUM
 CAB TO AXLE: 59.4 MINIMUM
 SINGLE AXLE
 GAS ENGINE - 300 HP MINIMUM
 DUAL REAR WHEELS
 4 WHEEL ABS BRAKES
 FULL HEADLINER W/ INSULATION
 AIR CONDITIONING, FACTORY INSTALLED
 RADIO, AM/FM
 ALTERNATOR, 120 AMP MIN
 TRANSMISSION, AUTOMATIC 5-SPEED
 MIRROR, EXTERIOR RIGHT & LEFT, TRUCK
 CAMPER OR RECREATIONAL TYPE
 FUEL LINE KIT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)
 TRUCK, OPTIONS FOR GVWR 8600 CHASSIS
 OPTION PACKAGE:
 ENGINE, 5.9 LITER MINIMUM DIESEL...\$6,951
 TUBELESS TIRES, TO MEET GVWR, SET OF 7 W/ DISC RIMS...\$ 298.00
 FUEL TANK, ALUMINUM OR
 POLYPROPYLENE...\$ STD* AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT
 THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)
 TRUCK OPTIONS FOR 8600 UP TO 19000 GVWR
 OPTIONS NOT LISTED, T193A: TO BE BILLED AT DEALER INVOICE PRICING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	EA	\$36,239.000000	\$0.00			\$0.00	\$0.00

07203 - Class 3 Trucks (10,001 - 14,000 lb. GVWR)
 CHASSIS, TRUCK GVWR 11,000 NEW LATEST
 TRUCK CHASSIS, 11,000 GVWR, LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT
 CREW CAB
 CAB TO AXLE: 56" MINIMUM
 SINGLE AXLE
 DIESEL ENGINE - 300 HP MINIMUM
 DUAL REAR WHEELS
 4 WHEEL ABS BRAKES
 6 PASSENGER SEATING
 35 GALLON FUEL TANK, DIESEL, ALUMINUM OR
 POLYPROPYLENE
 DUAL AIR BAGS
 FULL HEADLINER W/ INSULATION
 AIR CONDITIONING, FACTORY INSTALLED
 RADIO, AM/FM
 ALTERNATOR, 120 AMP MIN
 TRANSMISSION, AUTOMATIC
 MIRROR, EXTERIOR RIGHT & LEFT, TRUCK CAMPER OR RECREATIONAL TYPE W/CONVEX SPOTS
 APPX. 5" FUEL LINE KIT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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Attachment: 4-16-19 - ONE (1) 2019 FORD F350 CREW CAB AND CHASSIS - STATE CONTRACT T193A - CNCL PKT (090-19 : Purchase - One (1)

COMMODITY / SERVICE INFORMATION

13.2.a

14	0	SET	\$258.000000	\$0.00			\$0.00	\$0.00
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07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)
TRUCK, OPTIONS FOR GVWR 8600 CHASSIS
OPTION:

TUBELESS TIRES, TO MEET GVWR, SET OF 7
W/ DISC RIMS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)
TRUCK OPTIONS FOR 8600 UP TO 19000 GVWR
OPTIONS NOT LISTED, T193A: TO BE BILLED AT DEALER INVOICE PRICING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	EA	\$34,991.000000	\$0.00			\$0.00	\$0.00

07203 - Class 3 Trucks (10,001 - 14,000 lb. GVWR)
CHASSIS, TRUCK GVWR 11,000 NEW LATEST
TRUCK CHASSIS, 11,000 GVWR, LATEST MODEL
INCLUDING ALL STANDARD EQUIPMENT
CREW CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
DIESEL ENGINE - 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
6 PASSENGER SEATING
40 GALLON FUEL TANK, DIESEL, ALUMINUM OR
POLYPROPYLENE DUAL
AIR BAGS
FULL HEADLINER W/ INSULATION
AIR CONDITIONING, FACTORY INSTALLED
RADIO, AM/FM
ALTERNATOR, 120 AMP MIN
MIRROR, EXTERIOR RIGHT & LEFT, TRUCK
CAMPER OR RECREATIONAL TYPE

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)
TRUCK, OPTIONS FOR GVWR 8600 CHASSIS
OPTION PACKAGE: TRANSMISSION, AUTOMATIC
W/PTO PROVISION...\$ 228.00
TUBELESS TIRES, TO MEET GVWR, SET OF 7 W/ DISC RIMS...\$ 298.00
FUEL LINE KIT, MUST BE ORDERED OR FLAT OR UTILITY BODY...\$ STD*
AGENCIES MAY OPT TO LEAVE ONE OR MORE
OPTIONS OFF FROM THE PACKAGE. THE PO
WILL REFLECT THE ACTUAL OPTIONS BEING
PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

07202 - Class 2 Trucks (6,001 - 10,000 lb. GVWR)
TRUCK OPTIONS FOR 8600 UP TO 19000 GVWR
OPTIONS NOT LISTED, T193A: TO BE BILLED AT DEALER INVOICE PRICING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	EA	\$34,496.000000	\$0.00			\$0.00	\$0.00

07203 - Class 3 Trucks (10,001 - 14,000 lb. GVWR)
CHASSIS, TRUCK GVWR 11,000 NEW LATEST

RESOLUTION NO. 091-19

Purchase - Christmas Decorations - P&R

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL OF DOWNTOWN
DECORATIONS, INC., FOR CHRISTMAS DECORATIONS**

WHEREAS, the Parks and Recreation Department desires to purchase Christmas Decorations to implement a consistent and cohesive set of public displays; and

WHEREAS, Downtown Decorations, Inc., fabricates, manufactures and markets unique and distinctive holiday decorations; and

WHEREAS, Downtown Decorations, Inc. is the sole provider of the Christmas Decorations required by the City; and

WHEREAS, a Proposal for the purchase of Christmas decorations, a copy of which is attached as Exhibit “A”, has been prepared by Downtown Decorations, Inc., 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 accept said Proposal; and

WHEREAS, funds for this project are not budgeted.

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

1. That the Proposal of Downtown Decorations, Inc., for Christmas decorations, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby accepted and approved. The

Council hereby authorizes the purchase of said decorations from Downtown Decorations, Inc., as a sole source provider.

2. That the Mayor is hereby authorized to execute and deliver any contracts and such other ancillary documents as may be necessary or appropriate to carry into effect the purpose and intent of this Resolution.

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.

4. That the Purchasing-Revenue Manager is authorized and directed to issue all necessary purchase orders to implement this Resolution.

5. That the purchase price to be paid to Downtown Decorations, Inc., not to exceed \$179,145, is not budgeted and shall be paid from the Unassigned Fund Balance.

6. That the Controller is hereby authorized and directed to make all budget adjustments necessary to carry out the transactions contemplated by this Resolution.

7. That Resolution No. 070-19 is hereby repealed.

8. That this Resolution shall take effect immediately upon its adoption by the City Council.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK



Remittance

Company Address 6724 Joy Road
East Syracuse, New York 13057
United States

Created Date 3/21/2019
Quote Number 00000978
Expiration Date 4/30/2019

Contact Information

Rep Email jalexander@downtowndecorations.com

Prepared For City of Opelika Parks and Recreation
Customer Contact Matthew Battles
Phone (334) 705-5547
Email mbattles@opelika-al.gov

Address Information

Bill To Name City of Opelika
Bill To 1102 Denson Drive
Opelika, Alabama 36801
United States

Ship To Name City of Opelika
Ship To Opelika, Alabama 36801
United States

Quantity	Product	Product Description for this Quote	Sales Price	Total Price
132.00	PWMP1215-DTN	12"x15' Mountain Pine Pole Wrap, Lit 210 LED Warm White lights.	\$193.00	\$25,476.00
1.00	CUSTOM-NI	11.5' Giant Illuminated Ornament, LED lights, w/ Cap and Base.	\$13,875.00	\$13,875.00
2.00	CUSTOM-NI	9.5' Giant Illuminated Reindeer, LED lights, w/ Steel Base Plate.	\$12,900.00	\$25,800.00
6.00	CUSTOM-NI	7.5' Giant Illuminated Reindeer, LED lights, w/ Steel Base Plate	\$9,950.00	\$59,700.00
49.00	CUSTOM-NI	60" Side Mount Mountain Pine Wreath, Lit 420 5mm LED Warm White lights, w/ (2) 24" Red Nylon 3D Structural 4-Loop bows w/ mounting hardware.	\$673.00	\$32,977.00
19.00	CUSTOM-NI	60" Post Over Mountain Pine Wreath, Lit 420 5mm LED Warm White lights, w/ (2) 24" Red Nylon 3D Structural 4-Loop bows w/ mounting hardware.	\$683.00	\$12,977.00
60.00	CUSTOM-NI	14" Mountain Pine Branched Garland 10' Section, lit 150 5mm LED Warm White lights.	\$139.00	\$8,340.00
1.00	Shipping	Included in price.	\$0.00	\$0.00
Total Price			\$179,145.00	
Grand Total			\$179,145.00	

General Terms and Conditions

- Shipping and handling are additional, FOB Shipping Point. Unless otherwise noted.
- Client is responsible for notifying Downtown Decorations, Inc. of any special shipping requirements, including but not limited to Lift Gate Delivery, Delivery Appointment, Call Ahead, Etc.
- Estimates and quotes prepared for customers based upon information provided by customer and are subject to change pending final review of order.
- Customer is responsible for notifying Downtown Decorations, Inc. of any electrical code requirements, customization, or special requirements at time order is placed. Customization of product may be subject to additional cost.
- Downtown Decorations, Inc. is not responsible for product damage caused by improper handling, neglect, installation, extremes in weather conditions, vandalism or Acts of God.
- Quote is in US dollars and is exclusive of any applicable taxes or installation unless otherwise noted.
- Quote is valid for 30 days, unless otherwise noted.



8. Purchaser understands and agrees to payment terms and further agrees to accept and pay for any expenses incurred by Downtown Decorations, Inc. to collect any past due amounts, including but not limited to the original debt, any assigned collection costs, attorney fees and any other related expense.
9. Payment methods accepted are check, Visa/MasterCard, American Express and Bank Wire. Downtown Decorations, Inc. will impose a 3% surcharge on all credit card amounts of \$3,000.00 or more. Bank Wire: KeyBank NA; ABA: 021300077; Acct: 320111001394; SWIFT: KEYBUS33.

RESOLUTION NO. 092-19

Set date for public hearing, fix demolition cost for 9 Avenue B.

RESOLUTION NO. _____

WHEREAS, it has been made known to the City Council of the City of Opelika, Alabama, that the building or structure located at 9 Avenue B, Opelika, Alabama, has been demolished and removed as provided for by Resolution No. 303-18 and that the Building Official has submitted to the City Council a report showing the costs reasonably incurred in the demolition and removal of such building or structure.

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

1. The City Council of the City of Opelika, Alabama, shall meet in the Council Chambers of the Municipal Building of the City of Opelika at 7:00 p.m. on the 21st day of May, 2019, to hear and determine any objections or defenses that might be filed to the fixing of costs and the assessment of said costs against the property.

2. That the City Clerk be and he is hereby authorized and directed to give notice of the aforesaid meeting as provided and required by law.

ADOPTED AND APPROVED this the _____ day of _____ 2019.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 093-19

Set date of public hearing, fix demolition cost for 206 Byrd Avenue.

RESOLUTION NO. _____

WHEREAS, it has been made known to the City Council of the City of Opelika, Alabama, that the building or structure located at 206 Byrd Avenue, Opelika, Alabama, has been demolished and removed as provided for by Resolution No. 304-18 and that the Building Official has submitted to the City Council a report showing the costs reasonably incurred in the demolition and removal of such building or structure.

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

1. The City Council of the City of Opelika, Alabama, shall meet in the Council Chambers of the Municipal Building of the City of Opelika at 7:00 p.m. on the 21st day of May, 2019, to hear and determine any objections or defenses that might be filed to the fixing of costs and the assessment of said costs against the property.

2. That the City Clerk be and he is hereby authorized and directed to give notice of the aforesaid meeting as provided and required by law.

ADOPTED AND APPROVED this the _____ day of _____ 2019.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 094-19

Set public hearing date, fix demolition cost for 1003 Alton Court

RESOLUTION NO. _____

WHEREAS, it has been made known to the City Council of the City of Opelika, Alabama, that the building or structure located at 1003 Alton Court, Opelika, Alabama, has been demolished and removed as provided for by Resolution No. 305-18 and that the Building Official has submitted to the City Council a report showing the costs reasonably incurred in the demolition and removal of such building or structure.

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

1. The City Council of the City of Opelika, Alabama, shall meet in the Council Chambers of the Municipal Building of the City of Opelika at 7:00 p.m. on the 21st day of May, 2019, to hear and determine any objections or defenses that might be filed to the fixing of costs and the assessment of said costs against the property.

2. That the City Clerk be and he is hereby authorized and directed to give notice of the aforesaid meeting as provided and required by law.

ADOPTED AND APPROVED this the _____ day of _____ 2019.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 095-19

Request Special Use Permit, AT&T cell tower at 3460 US Hwy. 280 East.

RESOLUTION NO. _____

WHEREAS, AT&T has requested to modify their equipment at an existing wireless telecommunication facility located at 3460 US Highway 280 East, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

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

WHEREAS, both the City and AT&T's customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for the modification of AT&T's equipment at this facility located at 3460 US Highway 280 East, which consist of a 249' self-support tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that AT&T is hereby granted a Special Use Permit to modify their equipment at the wireless telecommunications facility located at 3460 US Highway 280 East. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. Prior to the issuance of the right to proceed with construction of the modification, AT&T or the tower owner must submit for review and approval by the City, a ANSI/TIA-222-G Annex J: Conditions and Maintenance Assessment for the tower. Assessment must be dated within the previous five (5) years. Assessment must include a remediation report for all safety issues noted as deficient on the report.
2. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. AT&T may

petition the City of an extension of this for good cause shown, but the decision whether not to grant the extension shall exclusively be the prerogative of the City.

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

ADOPTED and APPROVED this _____ day of _____, 2019.

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

R. G. Shuman, CMC

City Clerk-Treasurer

RESOLUTION NO. 096-19

Appointing Kevin D. Rice as ADA Coordinator & Approving Amended ADA Grievance Procedures

RESOLUTION NO. _____

**RESOLUTION APPOINTING KEVIN D. RICE AS THE
CITY OF OPELIKA'S ADA COORDINATOR AND
APPROVING AMENDED ADA GRIEVANCE PROCEDURES**

WHEREAS, the City of Opelika, Alabama (the “City”) is committed to ensuring that no person be excluded from participation or denied benefits of the City’s services, programs or activities because of that individual’s disability or otherwise be discriminated against on the basis of disability; and

WHEREAS, part of the City’s commitment to equal access to its services, programs and activities is its compliance with Title II of the Americans with Disabilities Act (“ADA”); and

WHEREAS, compliance with Title II of the ADA requires that the City designate an employee as ADA Coordinator and implement an ADA grievance process; and

WHEREAS, pursuant to Resolution No. 101-18, adopted on May 15, 2018, the City Council approved and adopted an ADA Self-Evaluation and Transition Plan; and

WHEREAS, Lisa McLeod was heretofore appointed by the City Council to serve as ADA Coordinator for the City; and

WHEREAS, the Mayor has recommended that Kevin D. Rice be designated as ADA Coordinator in substitution of Lisa McLeod.

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

Alabama (the “City”), as follows:

Section 1. That the foregoing facts and recitations contained in the preamble of this Resolution are hereby adopted and incorporated by reference as set forth herein.

Section 2. That Kevin D. Rice is hereby appointed as the City’s ADA Coordinator.

Section 3. That references to Lisa McLeod as ADA Coordinator in the City’s ordinances, policies, the Cities personnel policies and procedures, resolutions and throughout the ADA Self-Evaluation and Transition Plan shall be changed to Kevin D. Rice and his contact information shall be:

Kevin D. Rice,
ADA Coordinator
P.O. Box 390
Opelika, AL 36803
(334) 705-2083
ADA@opelika-al.gov

Section 4. That Section 4.0 **ADA Policy and Complaint Procedure** of the Self-Evaluation and Transition Plan shall be amended to read as follows:

ADA Policy and Complaint Procedure

ADA Grievance Procedure

It is the policy of the City of Opelika to fully support and comply with the Americans with Disabilities Act (ADA).

In keeping with this, the City of Opelika has the following procedures in place to ensure that Opelika citizens, employees of the City of Opelika, and the general public have the opportunity to voice their comments, complaints, and/or a request for reasonable accommodations.

1. The City of Opelika has a designated ADA Coordinator to facilitate the investigation of any complaint or grievance filed with the City of Opelika involving the Americans with Disability Act.
2. All complaints or grievances submitted to the City of Opelika must be in writing on the designated form and contain specific information about the alleged violation or discrimination including: name; address; telephone number of the complainant; and the location, date, and a complete description of the problem. Anonymous complaints or grievances will not be accepted. Complaints or grievances will be kept confidential to the greatest extent possible, unless ordered released by a court of competent jurisdiction. Alternative means of filing complaints or grievances may be accepted at the discretion of the ADA Coordinator. These may be submitted by telephone, e-mail (confidentiality cannot be assured), letter, personal interview, or tape recording, upon request. However, all complaints or grievances must provide all the information required consistent with the format of the official complaint form.
3. An individual who wishes to file an ADA complaint or grievance must submit their comments in writing to the attention of the ADA Coordinator, who may be contacted at P.O. Box 390, Opelika, AL, 36803-0390, or at ADA@opelika-al.gov. As a required accommodation, a telephonic submitted complaint or grievance may be filed by calling (334) 705-2083.
4. The designated ADA Formal Grievance Form is as follows:

City of Opelika
 ADA Coordinator
 P.O. Box 390
 Opelika, AL 36803-0390
 (334) 705-2083
ADA@opelika-al.gov

ADA Formal Written Grievance Form

Please print legibly.

Reporting Individual: _____ Date of Request: _____

Address: _____

City, State and Zip: _____

Telephone Number: _____ Business Phone: _____

Other Contact Information: _____

If person needing accommodation is not the individual completing this form, please complete below:

Name: _____ Telephone Number: _____

Other Contact Information: _____

Program/Facility to be Inaccessible or where the discrimination took place: _____

When did the situation occur (date)? _____

Describe the situation or way in which the program is not accessible, providing the name(s) where possible of the individuals who were involved in the situation, and any documentation or photographs supporting the incident: _____

Were efforts made to resolve the complaint through an informal request for accommodation at the time of the inaccessibility or discrimination? Yes No

If yes, what were the results? _____

How do you suggest this issue be remedied? _____

Signature: _____ Date: _____

ADA Coordinator: _____ Date: _____

5. All complaints or grievances will be handled in the following matter:

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his/her

designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Opelika and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Administrator or his/her designee.

Within 15 calendar days after receipt of the appeal, the City Administrator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Administrator or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or his/her designee, appeals to the City Administrator or his/her designee, and responses from these two offices will be retained by the City of Opelika for at least three years.

6. Every reasonable attempt will be made by the City of Opelika to remedy the disability complaints or grievances in a timely manner subject to staff and budget constraints.

7. If any ADA complaint or grievance resides under the jurisdiction of another public entity, the complainant will be notified that the City of Opelika lacks jurisdiction and will be referred to the appropriate jurisdiction.

Section 5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2019.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

RESOLUTION NO. 097-19

BC Stone Contracting, LLC Project Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF OPELIKA, ALABAMA,
AND BC STONE CONTRACTING, LLC**

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

Section 1. The City Council upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and BC Stone Contracting, LLC, an Alabama limited liability company, (the “Company”) have agreed to the terms of that certain Project Development Agreement to be dated the date of delivery (the “Project Development Agreement”) as set forth hereinafter for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Amendment No. 642 of the Constitution of Alabama of 1901, as amended (“Amendment 642”).

(c) The Project as defined in the Project Development Agreement, is the development of Phase One (an extension of Lancelot Lane and surrounding areas) of Camelot Northbrook Subdivision, said subdivision being located on approximately 52.22 acres of land located south of Morris Avenue and west of LaFayette Parkway. Phase One of the Subdivision will consist of approximately forty (40) single-family homes within the Project Area as defined

in the Project Development Agreement. The “Project” will consist of the construction of the streets and public utility infrastructure within the Project Area. The Project will constitute “economic development” within the meaning of Amendment 642.

(d) Pursuant to, and for the purposes of, Amendment 642, it is necessary and desirable and in the public interest for the City to provide financial incentives to the Company, and for such purposes, the City will agree to provide to the Company up to \$97,555.00 in cash incentives. The City’s total contribution to the Project shall not exceed \$97,555.00.

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

(f) On April 9, 2019, the City caused to be published in *The Opelika-Auburn News*, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which notice is attached hereto as Exhibit “A”. The Council certifies:

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

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

(g) On April 16, 2019, the City Council conducted a public hearing during the meeting referenced in said notice with respect to the matters therein contained. No person presented, either orally or in writing, any objection to the Project Development Agreement.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants and undertakings of the City as set forth in the

Project Development Agreement.

(b) the terms and provisions of the Project Development Agreement, in substantially the form set forth in Exhibit “B”, with such changes thereto (by addition or deletion) as the Mayor shall approve (other than an increase in the amount of the City’s financial commitment, which must be approved by this Council), which approval shall be conclusively evidenced by execution and delivery of the Project Development Agreement as hereinafter provided.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Project Development Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Project Development Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices and petitions and proceedings with respect to the Project Development Agreement, as the Mayor and such other officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Project Development Agreement or duly and punctually observe and perform all agreements and obligations of the City under the Project Development Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants and undertakings of the City are hereby approved, or in connection with the preparation of the Project Development Agreement and the

terms and provisions thereof, are hereby approved, ratified and confirmed.

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

Section 7. This Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2019.

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

ATTEST:

CITY CLERK

CITY CLERK'S CERTIFICATE

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the _____ day of _____, 2019, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the _____ day of _____, 2019.

CITY CLERK

CITY OF OPELIKA, ALABAMA

RESOLUTION NO. 098-19

License Agreement, ROW Encroachment, Cotton District - Resting Pulse Brewery

RESOLUTION NO. _____

**RESOLUTION APPROVING RIGHT-OF-WAY ENCROACHMENT
LICENSE AGREEMENT WITH THE COTTON DISTRICT, LLC**

WHEREAS, The Cotton District, LLC, an Alabama limited liability company (hereinafter referred to as “Licensee”) is the owner of a lot and building located at 714 1st Avenue, which fronts on 1st Avenue; and

WHEREAS, Licensee has requested permission of the City to construct, use and maintain a wheelchair ramp which protrudes into the public sidewalk area; and

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

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

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

1. That the proposed Right-Of-Way Encroachment License Agreement to be entered into between the City, as Licensor, and The Cotton District, LLC, as Licensee, a copy of which is

attached hereto as Exhibit “A”, is hereby approved, authorized, ratified and confirmed.

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

3. That 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 _____, 2019.

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

ATTEST:

CITY CLERK

**STATE OF ALABAMA
COUNTY OF LEE**

RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT (hereinafter the “Agreement”) is made and entered into at Opelika, Alabama this the ____ day of _____, 2019, by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation (hereinafter the “City”) and **THE COTTON DISTRICT, LLC**, an Alabama limited liability company (hereinafter the “Licensee”).

RECITALS:

WHEREAS, Licensee is the record title holder and responsible for the maintenance of the lot and building located at 714 1st Avenue, which fronts along 1st Avenue; and

WHEREAS, the Licensee is developing said property as the Resting Pulse Brewery; and

WHEREAS, the City is the owner of 1st Avenue, a public street, and the sidewalk which is adjacent to the Licensee’s property; and

WHEREAS, the Licensee desires to build a wheelchair ramp (hereinafter the “Encroachment”) within a portion of the public sidewalk (the “Encroachment Area”), as depicted in Exhibit “A”, which is attached hereto and incorporated into this Agreement by reference; and

WHEREAS, the Licensee requests the consent of the City to encroach over, upon and across a portion of the public sidewalk.

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 Licensee a temporary and non-exclusive license, privilege and permission to use the Encroachment Area described above for the construction, use, maintenance and repair of a wheelchair ramp (hereinafter the “License”), subject, however, to the terms, conditions and limitations of this Agreement. The License herein granted shall be subject to all existing utility easements, if any, located within the right-of-way of 1st Avenue, or any other easements, conditions, covenants or restrictions of record. The Licensee agrees that it will not expand or enlarge the wheelchair ramp or the Encroachment Area without the written consent of the City.

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

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

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

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

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

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

9. **Indemnification.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the City, its officers, agents, servants, employees, boards and commissions from and against any and all claims, losses, damage or liability (including reasonable attorney's fees) whatsoever arising out of the use of the Encroachment Area and the construction, use and maintenance of the encroaching wheelchair ramp, 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 construction, use and maintenance of said wheelchair ramp. In the event of any action against the City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such actions shall be defended by legal counsel of the City's choosing. The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.

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

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

12. **Breach and Limitation of Damages.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the City be liable

to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Licensee against the City for monetary damages. In the event any legal action is brought by the City for the enforcement of any obligations of Licensee relating to or arising from this Agreement and the City is the prevailing party in such action, the City shall be entitled to recover from Licensee reasonable attorney's fees.

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

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

To the Licensee:
The Cotton District, LLC
Attn: Richard L. Patton
807 South Railroad Avenue
Opelika, AL 36801

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto have caused this Agreement to be executed as of this the ____ day of _____, 2019.

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 _____, 2019.

 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

THE COTTON DISTRICT, LLC

RICHARD L. PATTON
ITS MANAGING MEMBER

STATE OF ALABAMA
 COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that RICHARD L. PATTON, whose name as Managing Member of THE COTTON DISTRICT, LLC, a limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said Company.

GIVEN under my hand and official seal of office this the ____ day of _____, 2019.

 NOTARY PUBLIC
 MY COMMISSION EXPIRES:_____



entry elevation south

RESOLUTION NO. 099-19

FY2019 appropriation contract with 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 _____, 2019.

PRESIDENT OF THE CITY COUNCIL
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

**STATE OF ALABAMA
LEE COUNTY**

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

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and the Opelika Chamber of Commerce, Inc., a Non-Profit Corporation, hereinafter referred to as "Chamber", as of this _____ day of _____, 2019.

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

The term of the agreement shall be for a period of one (1) year commencing October 1, 2018 and ending September 30, 2019. At the end of each year this contract may be renewed by mutual agreement between parties.

1. 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:
 - 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.
 - 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.
 - Engage citizens/businesses to determine needs/desires/wants to achieve an overall community goal.
 - Work to foster business retention which results in tax revenue to the city. To include keeping abreast of small business issues.
 - Actively engage in assisting pertinent organizations with workforce development as well as maintain initiatives originated from the Chamber.
 - Maintain supportive relationships with Opelika Parks and Recreation, Mayors Office, Economic Development, Police Department and Fire Department.
 - 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.

- Work alongside the city in mutual governmental relation situations as well as hosting state and city legislative forums/receptions.
- 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.
- 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.
- 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.
- Host State of the City luncheon as well as other events that keep our citizenry informed of pertinent city subject matter.
- 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.
- 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.
- 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.
- Plan and prepare for intercity visits as requested by the Mayor and/or city council.
- Assist when needed with retail recruitment.
- 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.
- 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.
- 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.
 - Execute the community Christmas parade in conjunction with the Opelika Police Department.
 - 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.
 - 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.
 - 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.
 - Develop and secure maps, charts, photos, brochures, etc. about Opelika for extensive distribution.
 - Manage, plan, conduct, and publicize ribbon-cuttings for new businesses.
2. As compensation for services rendered hereunder, the City agrees to pay or provide funds with which to pay the Chamber for a term of one (1) year commencing October 1, 2018, the sum of Sixty Thousand (~~\$65,000~~) Dollars (U.S.), payable in equal monthly installments on the 15th day of each month during said annual term commencing October 1, ~~2019~~
2018.
 3. Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial responsibility in the business of the Chamber, and shall not be deemed liable for any debts or obligations incurred by the Chamber nor shall the City be construed to be a partner, joint-venturer, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of the Chamber, or profits earned or derived by the Chamber, nor shall the Chamber at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.
 4. The Chamber, in the performance of its operations and obligation hereunder

shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means in which or manner in which services by the Chamber, provided for herein, are performed, but on the contrary, the Chamber shall be wholly responsible, therefore.

5. The Chamber shall not transfer or assign this agreement or the license of any of the rights or privileges granted herein without the prior written consent of the City.
6. The Chamber agrees that if upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of the Chamber, the City may at its option terminate and cancel this agreement.
7. The Chamber agrees that it shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities shall include:
 - i. Use of its influence for the purpose of interfering with or affecting the result of elections or nominations for office.
 - ii. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
 - iii. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit the Chamber from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.
8. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing and signed by both parties.
9. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.
10. The validity of this agreement and of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE _____ DAY OF _____, 2019.

THE CITY OF OPELIKA, ALABAMA

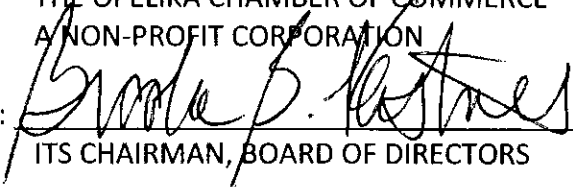
BY _____

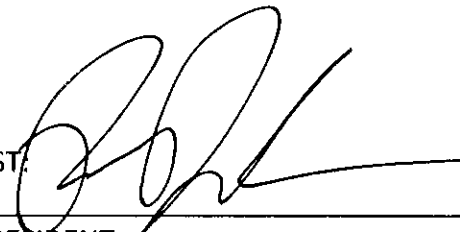
ITS MAYOR

(SEAL)
ATTEST:

ITS CITY CLERK

THE OPELIKA CHAMBER OF COMMERCE
A NON-PROFIT CORPORATION

BY: 
ITS CHAIRMAN, BOARD OF DIRECTORS

ATTEST: 

ITS PRESIDENT

Attachment: CM 4-16-19, FY2019 appropriation contract with Chamber Commerce. (099-19 : FY2019 appropriation contract with Chamber of

RESOLUTION NO. 100-19

Appropriation to OCS - Track Team to State Tournament.**RESOLUTION NO. _____**

WHEREAS, Mayor Fuller and the Opelika City Council appreciates and fully supports the various activities and programs of the Opelika School System, and

WHEREAS, the Opelika High Track Team will be attending the 2019 State Tournament and need assistance with food and lodging expenses, and

WHEREAS, each City Council member would like to contribute \$1,000.00 from their discretionary funds to assist in covering the cost of the Opelika High Track Team attending the 2019 State Tournament.

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

1. That the City Council approves said request to provide a total of \$5,000.00 to the Opelika School System to assist the Opelika High Track Team in attending the 2019 State Tournament.
2. That City Council members wish to provide \$1,000.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

Patricia Jones	Ward 1	Reserve fund.	\$1,000.00
Tiffany Pitts	Ward 2	Current year.	\$1,000.00
Dozier Smith T	Ward 3	Reserve fund.	\$1,000.00
Eddie Smith	Ward 4	Reserve fund.	\$1,000.00
David Canon	Ward 5	Reserve fund.	\$1,000.00

3. That the City Council hereby declares and determines that the expenditure of these public funds will serve a public purpose for the City of Opelika.
4. The Mayor and the Controller is hereby authorized and directed to make a

budget adjustment for \$5,000.00 from the account(s) detailed in No. 2. above to the appropriate account(s).

5. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$5,000.00 can be prepared payable to the Opelika School System and earmarked for the Opelika High Track Team.

APPROVED and ADOPTED this the ____ day of _____, 2019.

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 101-19

Appropriation to Community Foundation E.A., Opelika Giving Day.**RESOLUTION NO. _____**

WHEREAS, the Community Foundation of East Alabama (CFEA) is in need of additional funds in support of their first ever Opelika Giving Day on May 1, 2019, and

WHEREAS, each City Council member would like to contribute \$200.00 from their discretionary funds in support of the Opelika Giving Day which will benefit ten (10) local non-profit projects.

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

1. That the City Council approves said request to provide a total of \$1,000.00 to the Community Foundation of East Alabama in support of Opelika Giving Day.
2. That City Council members wish to provide \$200.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

Patricia Jones	Ward 1	Reserve fund.	\$200.00
Tiffany Pitts	Ward 2	Current year.	\$200.00
Dozier Smith T	Ward 3	Reserve fund.	\$200.00
Eddie Smith	Ward 4	Reserve fund.	\$200.00
David Canon	Ward 5	Reserve fund.	\$200.00

3. That the City Council hereby declares and determines that the expenditure of these public funds will serve a public purpose for the City of Opelika
4. That Mayor Fuller and the Controller is hereby authorized and directed to make a budget adjustment for \$1,000.00 from the account(s) designated in no. 2 above to

the appropriate account(s).

5. That the City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate document(s) so that a check for \$1,000.00 can be prepared payable to the Community Foundation of East Alabama and earmarked for the Opelika Giving Day.

ADOPTED and APPROVED this the ____ day of _____, 2019.

C. E. "Eddie" Smith, Jr.

President City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 102-19

Authorize the Mayor to Execute the Receipt and Refunding Agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE
“RECEIPT AND REFUNDING AGREEMENT” BETWEEN
BANK OF AMERICA N.A. AND THE CITY OF OPELIKA, ALABAMA

WHEREAS, Bank of America, N.A. is acting as trustee of the David M. Forker Charitable Remainder Unitrust under Agreement dated November 16, 1998 for the benefit of Clint W. Stanton; and

WHEREAS, in accordance with the trust documents, the trust assets are now distributable outright to twenty-two (22) charitable beneficiaries; and

WHEREAS, the City of Opelika (the “City”) is a named beneficiary and is entitled to a five percent share of the trust assets; and

WHEREAS, the City’s anticipated distribution, subject to market fluctuation, is approximately \$4,923.69; and

WHEREAS, a document entitled “Receipt and Refunding Agreement” has been prepared by Bank of America 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 (the “City”), as follows:

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

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

3. That the monies received by the City from the trust distribution shall be used exclusively for the operation and maintenance of the Opelika Wood Duck Heritage Preserve and Siddique Nature Park.

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

ADOPTED AND APPROVED this the _____ day of _____, 2019.

 PRESIDENT OF THE CITY COUNCIL
 OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

a/c xxx74C41

RECEIPT AND REFUNDING AGREEMENT**Bank of America, N.A. Trustee of the David M. Forker Charitable Remainder Unitrust
Under Agreement Dated 11/16/1998 for the Benefit of Clint W. Stanton**

I, _____, on behalf of Opelika Wood Duck Heritage Preserve and Siddique Nature Park, the beneficiary entitled to a 5% share of the of the David M. Forker Charitable Remainder Unitrust Under Agreement Dated 11/16/1998 for the Benefit of Clint W. Stanton, hereby acknowledge receipt from Bank of America, N.A., as the Trustee of the Trust (the "Trustee"), of the assets listed in Statement of Holdings in the proportions detailed under Schedule "A" annexed hereto, representing a final distribution from principal on account of the final termination of the Trust, occasioned by the expiration of twenty (20) years since the date the governing document was executed.;

And I state, to the best of my knowledge, my organization is a current beneficiary of the Trust;

And in consideration of such distribution prior to the settlement of the Trust, I agree to refund and pay over to the Trustee such amounts as may be requested in writing by the Trustee to reimburse the Trust for any over-distribution to me or to satisfy my organization's pro-rata portion of any debt of the Trust, any tax deficiency owed by the Trust to the Internal Revenue Service or to any state or other taxing authority (including all penalties and interest), any demand or claim presented by another beneficiary, creditor or other claimant of the Trust; however, my obligation to refund and pay over shall be limited to the amount of the distribution made by the Trustee to my organization.

I warrant that my organization has full right and power to receive said distribution, that no other person or entity is interested therein, and I have not sold, assigned, transferred or set over the same or any interest therein or any part thereof.

IN WITNESS WHEREOF, I have executed this Agreement this ____ day of _____, _____, with the intention that it be legally binding on me, my representatives and my assigns.

By: _____
Opelika Wood Duck Heritage Preserve and
Siddique Nature Park, as Beneficiary of the
Trust, by its Duly Authorized Representative

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 103-19

Renew employee contract, OPS Director.

RESOLUTION NO. _____

**RESOLUTION APPROVING EMPLOYMENT CONTRACT
WITH DEREK S. LEE**

WHEREAS, the City of Opelika, Alabama, (the “City”) requires the services of a Director of the Power Services Department; and

WHEREAS, Derek S. Lee has the necessary education, experience, skills and expertise to serve as the Director of Power Services; and

WHEREAS, Derek S. Lee is presently serving the City as Director of Power Services and has performed his obligations in accordance with the requirements of his contract; and

WHEREAS, the City Council of the City of Opelika desires to continue to employ Derek S. Lee to serve as the Director of Power Services; and

WHEREAS, the City Council desires to renew Derek S. Lee’s Employment Contract; and

WHEREAS, the City Council has been furnished an Employment Contract between the City and Derek S. Lee, and the City Council has determined that the terms of said Contract are acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City of Opelika as follows:

1. That the Employment Contract (the “Contract”) to be entered into between the City and Derek S. Lee, a copy of which is attached hereto and marked as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution), as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Contract.

2. That the Mayor is hereby authorized and directed to execute and deliver said Contract in the name of and on behalf of the City of Opelika and the City Clerk is hereby authorized and directed 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 _____, 2019.

PRESIDENT OF THE CITY COUNCIL
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

STATE OF ALABAMA)
 : EMPLOYMENT CONTRACT
 COUNTY OF LEE)

THIS AGREEMENT made and entered into this the ____ day of April, 2019, by and between the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, hereinafter called “Employer”, as party of the first part, and **DEREK S. LEE**, hereinafter called “Employee”, as party of the second part.

RECITALS

WHEREAS, Employer desires to employ the services of DEREK S. LEE as Director of Power Services of the City of Opelika; and

WHEREAS, it is the desire of the City Council of the City of Opelika (hereinafter called “Council”), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of Employee and to provide inducements for him to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against misconduct or dishonesty on the part of the Employee, and (4) to provide a just means for terminating Employee’s services at such time as he may be unable fully to discharge his duties due to disability or when Employer may otherwise desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I. DUTIES AND WORKING HOURS.

Employer hereby employs Employee as Director of Power Services and Employee accepts such employment, subject to the terms and conditions set forth herein. As Director of Power Services, Employee shall be the manager and administrative director of the Power Services Department with the job responsibilities and duties attendant to the position as set forth in the job description incorporated herein and attached hereto as Exhibit "A" and as may be hereinafter amended and with any other job responsibilities and duties as may be assigned by the Mayor from time to time. Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of the Mayor. Employee shall perform such duties as are customarily performed by one holding such a position in other, same or similar positions as that engaged in by the Employer, and shall also additionally render such other and related services and duties as may be assigned to him from time to time by the Mayor.

Employee shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement and utilize his best efforts to promote Employer's interest. Employee's duties may involve expenditures of time in excess of the regularly established work day or in excess of a forty (40) hour work week and may also include time outside of normal office hours (including attendance at City Council meetings). Employee's base salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and wage and hour laws. Employee shall not engage in any activity, consulting service or enterprise for compensation or otherwise which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties to Employer.

SECTION II. TERM.

Unless sooner terminated in accordance with the provisions of Sections III and IV hereof, this Agreement shall remain in full force and effect for a term of three (3) years beginning May 1, 2019 to and including April 30, 2022.

SECTION III. TERMINATION BY EMPLOYER

(A) DEATH OF EMPLOYEE. If Employee dies before his employment is otherwise terminated, this Contract shall terminate on the date of the Employee's death and all payments of compensation to which the Employee would have been entitled shall cease as of the date of the Employee's death.

(B) ILLNESS OR INCAPACITY. If the Employee is prevented from performing his duties due to illness or incapacity for an aggregate of sixty (60) days in any one year during the term of this Agreement, the Employer is hereby given the option to terminate this Agreement. Such option shall be exercised by the Employer giving written notice to the Employee of the Employer's intention to terminate said Agreement. On the giving of such notice, this Contract shall terminate 30 days after the date of said notice of termination. Upon the effective date of termination, neither party shall have any further obligation to the other. Notwithstanding the provisions of this paragraph, the Employee shall be afforded the same rights and privileges, as any other employee of the City to participate in any group disability insurance policy or other disability plan of the City which may be now in effect or may be hereinafter adopted.

(C) MISCONDUCT. This Agreement may, at the option of the Employer, be terminated immediately by the Employer upon the occurrence of any of the following acts:

- (1) The Employee being indicted or convicted for any misdemeanor involving moral turpitude, or a felony.
- (2) The Employee conducting himself in a fraudulent or dishonest manner with respect to his duties of employment if, in the opinion of the Mayor, that such conduct discredits Employer or is detrimental to the reputation and standing of Employer. Such option shall be exercised by the Employer giving written notice to Employee of the Employer's intent to terminate and the grounds for such termination.
- (3) Employee having been disciplined by the Mayor repeatedly and/or having serious unacceptable conduct in accordance with the provisions of Section 8 of the Personnel Policies and Procedures Manual of the City of Opelika. Employee shall comply with all policies and procedures of Employer which shall, from time to time be reasonably promulgated. Employee specifically acknowledges that he will be disciplined for violation of established City rules and regulations in accordance with the provisions of the Personnel Policies and Procedures Manual. The Employee's appeal rights shall be governed by Section 9 of the Personnel Policies and Procedures Manual. Upon the effective date of termination, neither party shall have any further obligation to the other.

SECTION IV. TERMINATION BY EMPLOYEE

Employee may voluntarily resign his position with Employer before the expiration of the term of his employment, by giving sixty (60) days advance notice of his intent to terminate.

Upon termination by voluntary resignation, neither party shall have any further obligation to the other beyond the effective date of termination.

SECTION V. SALARY, REIMBURSEMENTS AND EMPLOYER COSTS.

(a) Base Salary. The Employer shall pay the Employee, as compensation for his services, an annual salary of \$167,107.20 payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law. Beginning fiscal year 2019-2020 the Employee shall be eligible for merit increases on an annual basis from 1% to 10% per year based on his job performance. All merit increases shall be awarded at the discretion of the Mayor and will become effective on or about the anniversary date of his contract.

(b) Use of Vehicle. In addition to the base salary noted above, Employer will provide an automobile for use by employee to include gas, maintenance, and insurance as provided Executive Regulation Number 2 regarding vehicle policy.

SECTION VI. EMPLOYEE BENEFITS

During each twelve (12) month period of the term of this Contract Agreement, Employee shall be entitled to fifteen (15) paid days of vacation. Any leave not taken during the 12-month period can be carried over to the next leave year. Except for vacation leave, this Agreement shall not be in lieu of all employee benefits to which Employee may be entitled as an employee of the City relating to holidays, sick leave, retirement, insurance, medical and life, or other plans which may now be in effect or which may hereafter be adopted. Employee shall have the same rights and privileges to participate in such plans and benefits as any other employee during his period of employment. The Employer's rights with respect to such benefits shall be subject to (i) the

provisions of the relevant contracts, policies or plans providing such benefits, and (ii) the right of the Employer to amend, modify, or terminate any of such benefits if that occurs with respect to all classes of employees covered by a given benefit.

SECTION VII. WORKING FACILITIES.

The Employee shall have a private office, administrative assistance, and other facilities, equipment, and services that are suitable to his position and appropriate for the performance of his duties.

SECTION VIII. EXTENT OF SERVICES

The Employee agrees that he will at all times faithfully, industriously and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement and shall assume and perform all additional responsibilities and duties related to his job description that the Mayor from time to time may assign him. With approval of the Mayor, the Employee shall be permitted to enroll in professional development courses to enhance the performance of his job during normal business hours.

SECTION IX. ANNUAL EVALUATION.

Annually, the Mayor, in consultation with the Employee, shall define such goals and performance objectives as he determines necessary for the proper operation of the Power Services Department. The Mayor shall identify obtainable goals within the time limitations as specified in the annual operating and capital budgets and appropriations provided. Moreover, the Mayor shall review and evaluate the performance of the Employee at least once annually. Said evaluation and review shall be in accordance with the established rules and regulations of the

Personnel Policies and Procedures Manual. Further, the Mayor shall provide the Employee with an adequate opportunity for the Employee to discuss his evaluation with the Mayor.

SECTION X. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Mayor, in consultation with Employee, shall fix any other terms and conditions of employment as he may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the Employee's job description or any other law.

SECTION XI. NO REDUCTION OF BENEFITS.

The Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree as such a reduction across-the-board for all employees of the Employer. Notwithstanding anything to the contrary the Employee's rights with respect to compensation and benefits shall be subject to the provisions of Sections V and VI herein, and his rights to salary compensation and other financial benefits may be terminated in accordance with said provisions of this Contract.

SECTION XII. SEVERABILITY.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and/or the application of any term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall to be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by law.

SECTION XIII. ASSIGNMENT.

No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

SECTION XIV. GOVERNING LAW.

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

SECTION XV. GENDER AND NUMBER.

Whenever the context hereof required, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include singular and plural.

SECTION XVI. AMENDMENTS AND AGREEMENT EXECUTION

This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SECTION XVII. NOTICES.

Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid, certified mail, return receipt requested, addressed as follows:

Employee: DEREK S. LEE
1109 Mockingbird Lane
Opelika, AL 36801

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

SECTION XVIII. WAIVER OF BREACH.

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

SECTION XIX. TIME OF ESSENCE.

Time shall be of the essence with respect to this Agreement.

SECTION XX. ENTIRE AGREEMENT.

This Agreement (including attachments) supersedes all previous contracts and constitutes the entire agreement between the parties hereto.

SECTION XXI. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the City of Opelika has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

ROBERT G. SHUMAN, CITY CLERK

DEREK S. LEE

Attachment: Contract, employee, OPS Director, Derek Lee, 4-16-19 (103-19 : Renew employee contract, OPS Director.)

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, a municipal corporation, are signed to the foregoing instrument who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument they, in their capacity as Mayor and City Clerk for the City of Opelika, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the _____ day of April, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

Before me, the undersigned authority, a Notary Public in and for said county and state, hereby certify that DEREK S. LEE, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, 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 April, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Contract, employee, OPS Director, Derek Lee, 4-16-19 (103-19 : Renew employee contract, OPS Director.)

RESOLUTION NO. 104-19

Opposing Senate Bill 264, small cell wireless regulations.

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
OPELIKA IN OPPOSITION TO PROPOSED LEGISLATION**

WHEREAS, there is currently legislation pending before the Alabama Legislature, Senate Bill 264; and,

WHEREAS, this proposed legislation will allow the installation of utility poles and wireless facilities within City owned right-of-way as a matter of right; and,

WHEREAS, this proposed legislation preempts the ability of local governments to adopt ordinances in conflict with this legislation or to fashion different legislation to address this subject matter at the local level; and,

WHEREAS, this proposed legislation does not strike an appropriate balance between the need for deployment of wireless broadband infrastructure and the need for local governments to manage its own right-of-way; and,

WHEREAS, this proposed legislation exempts power utility companies from the collocation requirements; and,

WHEREAS, the exemption of the power utility companies from participation in this legislation provides an incentive for the placement of new poles in local government right-of-way; and,

WHEREAS, the proposed legislation imposes exacting and unrealistic application review, processing, and permit issuance standards on local governments; and,

WHEREAS, the proposed legislation prohibits local governments from charging in excess of \$100 per pole, per year, for the placement of new wireless infrastructure poles in local government right-of-way; and,

WHEREAS, this proposed legislation allows utility poles in the right-of-way to be as high as 50 feet from grade or 10 percent taller than any existing pole within 500 feet; and,

WHEREAS, this legislation may result in a proliferation of aesthetically objectionable utility poles in Opelika owned right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF OPELIKA THAT:

1. The City Council does hereby voice its formal objection to this legislation;
2. This legislation unduly benefits the wireless industry at the expense of the residents of Opelika ability to manage its rights of way at the local governance level;
3. This legislation needs to be restructured with greater deference given to local governments
and local control of rights of way; and
4. A copy of this Resolution be provided to the City of Opelika local delegation as promptly as possible.

ADOPTED AND APPROVED, this the _____ day of April, 2019.

President of the City Council

Opelika, Alabama

ATTEST:

City Clerk - Treasurer

ORDINANCE NO. (ID # 3304)

Amend Zoning Ord & Map: 60.74 Acres, Pepperell Pkwy & North 30Th Street - 2nd Reading

ORDINANCE NO. 006-19

AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA
(THE BALL FIELDS PUD)

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

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

(a) Opelika Equities, LLC, an Alabama limited liability company, (the “Company”) is the owner of record of that certain real property consisting of approximately 60.74 acres located at the southwest corner or the intersection of Pepperell Parkway and North 30th Street.

(b) The Company heretofore submitted to the City a development plan for a planned unit development (“PUD”) entitled “The Ball Fields PUD” consisting of approximately 60.74 acres.

(c) The proposed development is a mixed use development consisting of three (3) commercial buildings on parcels along Pepperell Parkway containing a total of approximately 4.02 acres, 320 residential apartment units on approximately 56.71 acres, and associated amenities, including a clubhouse, pool, pickleball court and a walking trail.

(D) The Planning Commission heretofore conducted a public hearing on the proposed development and referred to the City Council its recommendation to approve the proposed development.

(E) It is advisable and in the interest of the City and the public interest that the property described in Section 3 below should be developed as a mixed use planned unit development.

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18N of the Zoning Ordinance of the City.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from a C-3/GC-P District (General Commercial, Gateway Corridor Overlay Primary District), I-1/GC-P District (Institutional, Gateway Corridor Overlay Primary District) and C-2 District (Office/Retail District) to a Planned Unit Development (PUD) on the official zoning map of the City.

Beginning at the North West corner of Lot 1, Block A, Pepperell Subdivision, said corner being located on the southerly right-of-way of U.S. Highway 29 and is the point of beginning of the property herein described; thence leaving said right-of-way South 50°50' East along the back of the Lots 1-4, Block "A" Pepperell Subdivision 493.2 feet to a point; thence North 39°10' East along the southeasterly line of Lot 4, 172.0 feet to a point located on the southwesterly right-of-way of 30th Street; thence along said right-of-way South 50°50' East, 50.0 feet to a point; thence leaving said right-of-way South 39°10' West, along the northwesterly line of Lot 1, Block "B" Pepperell Subdivision, 172.0 feet; thence along the back of Lots 1-12, Block "B" Pepperell Subdivision the following six (6) courses, South 50°50' East, 276.0 feet, thence South 52°16' East, 199.80 feet; thence South 56°29' East, 186.0 feet; thence South 58°27' East, 75.8 feet; thence South 59°36' East 235.7 feet; thence South 66°22' East, 179.40 feet; thence South 73°22'15" West, 946.92 feet to a point located on the section line between Section 15 and Section 14; thence 946.92 feet to a point located on the section line between Section 15 and Section 14; thence along said section line South 00°17'05" East 684.11 feet to a point located on the northerly right-of-way of the CSX Railroad; thence along said right-of-way South 73°26'29" West, 1180.5 feet; thence leaving said right-of-way North 15°26'31" West, 950.2 feet; thence North 01°58'31" West, 804.4 feet; thence North 73°06'29" East, 400.00 feet; thence North 02°42'29" East, 300.3 feet to a point located on the southerly right-of-way of U.S. Highway 29; thence along said right-of-way North 76°41'20" East a calculated distance of 554.7 feet to the point of beginning. Said tract is located in Sections 14 and 15, Township 19 North, Range 26 East, City of Opelika, Lee County, Alabama.

Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN. Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

Section 5. REPEALER. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5132 at least two (2) working days prior to the meeting if you require special accommodations due to any disability.

ADOPTED AND APPROVED this the ____ day of _____, 2019.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____,
2019.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 005-19-ORD

Electric System Revenue Taxable Refunding Warrant, Series 2019 - 1st Reading.

**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 16th day of April, 2019. The following were present:

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

Absent:

Robert G. Shuman, City Clerk/Treasurer, was also present. The President 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:

ORDINANCE NO. ____-19

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, DELIVERY, AND PAYMENT OF THE CITY'S \$16,695,000 PRINCIPAL AMOUNT ELECTRIC SYSTEM REVENUE TAXABLE REFUNDING WARRANT, SERIES 2019, TO BE DATED APRIL 18, 2019, TO REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

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 Second Supplemental Trust Indenture, to be dated as of April 18, 2019 (the "Second Supplemental Indenture"), with Regions Bank as trustee (the "Trustee"), further 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 Second 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 Council President shall approve, which approval shall be evidenced by his executing such document. The Council President is hereby authorized and directed, in the name and on behalf of the City, to execute, acknowledge (to the extent required) and deliver the Second 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 Second Supplemental Indenture by either officer is hereby ratified and approved. The Original Indenture, the First Supplemental Trust Indenture dated as of December 27, 2017, and the Second Supplemental Indenture, are herein collectively referred to as the "Indenture."

Section 2. The City shall issue its \$16,695,000 aggregate principal amount Electric System Revenue Taxable Refunding Warrant, Series 2019, to be dated April 18, 2019 (the "Warrant"), to Regions Commercial Equipment Finance, LLC (the "Lender"), on April 18, 2019, as more particularly described and authorized in the Second 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 Second Supplemental Indenture. Such officers are hereby authorized and directed to so execute and deliver the Warrant. The Warrant shall be issued for the primary purpose of providing funds for the current refunding and redemption of a \$16,695,000 principal portion (the "Refunded Series 2017 Warrant") of the City's outstanding Electric System Revenue Refunding Warrant, Series 2017, dated December 27, 2017 (the "Series 2017 Warrant") on April 18, 2019. That \$11,270,000 principal portion of the Series 2017 Warrant that will remain outstanding is herein referred to as the "Remaining Series 2017 Warrant." The principal maturities of the Refunded Series 2017 Warrant and the Remaining Series 2017 Warrant are more particularly set forth on Exhibit A to the Second Supplemental Indenture and incorporated herein by reference.

Section 3. The Trustee is hereby requested, authorized and directed to authenticate and register the Warrant and to deliver it to Regions Commercial Equipment Finance, LLC, 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 Second Supplemental Indenture and the Closing Memorandum.

Section 5. The Council President 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, bond counsel, including, without limitation, such certificates containing such recitals as may be required to demonstrate the validity and legality of the Warrant, the Indenture, the Warrant Purchase Agreement, and the absence of any pending or threatened litigation affecting the Warrant, the Remaining Series 2017 Warrant, or any agreement or instrument relating thereto.

Section 6. The Director of the Light and Power Department, the Council President, 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 and to perform the provisions of the Indenture. Bond Counsel is further authorized to prepare and transmit such documents on behalf of the City as may be necessary in connection with Treas. Reg. 1.141-12 upon the approval of the Mayor or the Council, whose approval shall be conclusively evidenced by his execution of the same.

Section 7. The City Council hereby authorizes, adopts and approves the Warrant Purchase Agreement dated as of April 18, 2019 with the Lender, 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 Council President shall approve, which approval shall be evidenced by his executing such document, and the Council President 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.

Section 8. The Refunded Series 2017 Warrant is hereby called for redemption on April 18, 2019 pursuant to the authorization granted by the Lender. The Trustee is authorized to take such action as is necessary therefor in accordance with the Indenture and as directed by the Lender to effect such call for redemption, payment, and refunding.

Section 9. 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 2019 Warrant;
- (c) the Warrant will refund the Refunded Series 2017 Warrant as described herein; and

(d) the Warrant and the Remaining Series 2017 Warrant will constitute the only series of warrants outstanding under the Indenture.

Section 10. In accordance with the custom of the City when the Mayor is out of the country, the Council President is authorized to execute and deliver the documents described herein and any other documents necessary to complete the Warrant transaction.

Section 11. The Controller is hereby authorized to make the appropriate budget adjustments necessary to carry out the transactions contemplated by this Ordinance.

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

Nays: None

ADOPTED AND APPROVED this the 16th day of April, 2019.

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

ATTEST:

CITY CLERK/TREASURER

TRANSMITTED TO MAYOR on this the 16th day of April, 2019.

CITY CLERK/TREASURER

ACTION BY MAYOR

APPROVED this the 16th day of April, 2019.

MAYOR

ATTEST:

CITY CLERK/TREASURER

* * *

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

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 16th day of April, 2019, 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: April 1, 2019

Effective Date: April 18, 2019

by

CITY OF OPELIKA, ALABAMA

as Issuer

and

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

as Purchaser

Regarding

\$16,695,000

**Electric System Revenue Taxable Refunding Warrant
Series 2019**



**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 the **CITY OF OPELIKA, ALABAMA**, an Alabama municipal corporation (the "City"), and **REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC**, an Alabama limited liability company, 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.**

30/360 Basis shall mean a method of computing interest or other charges hereunder on the basis of an assumed year of 360 days (comprised of 12 months of 30 days each) on a daily accrual basis, meaning that interest or other charges accrued for each month will be computed by multiplying the rate applicable on the 1st day of each month by the unpaid principal balance (or other relevant sum) on that day and dividing the result by 30.

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.

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%).

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 an 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; and
- (3) the Indenture.

First Supplemental Indenture shall mean the First Supplemental Indenture dated as of December 27, 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 the Second 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 Commercial Equipment Finance, LLC, and its successors and assigns.

Second Supplemental Indenture shall mean the Second Supplemental Indenture dated as of April 18, 2019 by and between the City and Regions Bank.

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 \$16,695,000 principal amount Electric System Revenue Taxable Refunding Warrant, Series 2019, 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 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 2.05 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 30/360 Basis.

SECTION 2.06 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 and operate its electric distribution system.
- (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 and except as otherwise disclosed by the City to the Purchaser, 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, 2018. 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. 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 any 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.

SECTION 3.05 Compliance with the U.S. Patriot Act

The City represents and warrants to the Purchaser that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person.

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:

<u>City</u>	<u>Purchaser</u>
City of Opelika	Regions Commercial Equipment
City Hall	Finance, LLC
204 South 7 th Street	1900 5 th Avenue North
Opelika, Alabama 36801	24 th 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 Role of Purchaser

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 COMMERCIAL
EQUIPMENT FINANCE, LLC**

By:_____

Name:_____

Its_____

SECOND SUPPLEMENTAL TRUST INDENTURE

Dated as of April 18, 2019

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 **SECOND SUPPLEMENTAL TRUST INDENTURE** dated as of April 18, 2019 (the "Second 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,

W I T N E S S E T H:

The parties hereto have heretofore entered into a Trust Indenture dated as of March 1, 2011 (the "Original Indenture") and a First Supplemental Trust Indenture dated as of December 27, 2017 (the "First Supplemental Indenture"). The Original Indenture, First Supplemental Indenture, and this Second Supplemental Indenture are herein collectively referred to as the "Indenture." This Second 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 Second 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 the City Clerk/Treasurer.

"**Authorized Denominations**" means the sum of \$5,000 and any integral multiple thereof with respect to the Series 2019 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 the First Supplemental Trust Indenture dated as of December 27, 2017 between the City and the Trustee.

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

"**Interest Payment Date**" means each March 1 and September 1, first interest payable on September 1, 2019.

"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 Series 2019 Warrant.

"Payment Date" means any scheduled interest payment date or any scheduled principal payment or mandatory redemption date with respect to the Series 2019 Warrant.

"Record Date" means, with respect to the Series 2019 Warrant, that date which is 15 calendar days before any date on which interest is due and payable on such warrant.

"Second Supplemental Indenture" means this Second Supplemental Trust Indenture dated as of April 18, 2019 between the City and the Trustee.

"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 2019 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 Commercial Equipment Finance, LLC

ARTICLE II

THE SERIES 2019 WARRANT; CUSTODY AND APPLICATION OF WARRANT PROCEEDS

SECTION 2.1 Authorization of Series 2019 Warrant. For the purposes of providing funds for the (1) payment and current refunding and redemption on April 18, 2019 of a \$16,695,000 principal portion (the “Refunded Series 2017 Warrant”) of the City’s outstanding Electric System Revenue Refunding Warrant, Series 2017, dated December 27, 2017 (the “Series 2017 Warrant”), and the (2) payment of issuance expenses, the Series 2019 Warrant shall be issued as hereinafter set forth. That other \$11,720,000 principal portion of the Series 2017 Warrant which will remain outstanding following the issuance of the Series 2019 Warrant is herein referred to as the “Remaining Series 2017 Warrant.” The Refunded Series 2017 Warrant and the Remaining Series 2017 Warrant are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

SECTION 2.2 Series 2019 Warrant. There is hereby authorized to be issued a single \$16,695,000 aggregate principal amount Electric System Revenue Taxable Refunding Warrant, Series 2019, to be dated the date of delivery, which Series 2019 Warrant shall be issued to Regions Commercial Equipment Finance, LLC, the original purchaser, pursuant to the Indenture. The Series 2019 Warrant shall be dated April 18, 2019, 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 on March 1, 2025 at a fixed per annum rate of interest equal to 4.310%, first payable on September 1, 2019, and on each March 1 and September 1 thereafter until maturity:

<u>Year</u>	<u>Principal</u>
2020	\$800,000
2021	820,000
2022	855,000
2023	880,000
2024	905,000
2025	925,000
2026	945,000
2027	970,000
2028	980,000
2029	1,010,000
2030	1,015,000
2031	1,050,000
2032	1,075,000
2033	1,070,000
2034	1,105,000
2035	1,140,000
2036	1,150,000

The form of the Series 2019 Warrant and the requisite certificates applicable thereto shall be as follows, with appropriate changes, variations and insertions as provided herein:

THIS SERIES 2019 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 2019 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 TAXABLE REFUNDING WARRANT
SERIES 2019**

No. R-1

Maturity Date

Interest Rate

March 1, 2036

4.310%

The City of Opelika, an Alabama municipality (the "City"), for value received, hereby acknowledges itself indebted, to the extent described herein, to **REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC**, in the principal sum of

**SIXTEEN MILLION SIX HUNDRED NINETY-FIVE THOUSAND DOLLARS
(\$16,695,000)**

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, 2019, and with interest payable on each March 1 and September 1, first interest payable on September 1, 2019, 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 \$16,695,000, and designated "Electric System Revenue Taxable Refunding Warrant, Series 2019" (the "Series 2019 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, a First Supplemental Trust Indenture dated as of December 27, 2017, and a Second 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 2019 Warrant is subject to redemption prior to maturity, at the option of the City, as a whole or in part, on March 1, 2025, 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 2019 Warrant and the Remaining Series 2017 Warrant defined below, upon and subject to the terms and conditions therein specified (the Series 2019 Warrant, the Remaining Series 2017 Warrant, and all such other additional warrants being herein together called the “Warrants”). The principal of, premium, if any, and interest on the Series 2019 Warrant is payable, on a parity of lien with the City’s outstanding Electric System Revenue Refunding Warrant, Series 2017, dated December 27, 2017 (the “Remaining Series 2017 Warrant”), 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 2019 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 April 18, 2019.

CITY OF OPELIKA

By _____
Council President

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]

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2019			265,835.41	265,835.41
09/30/2019				
03/01/2020	800,000	4.310%	359,777.25	1,159,777.25
09/01/2020			342,537.25	342,537.25
09/30/2020				
03/01/2021	820,000	4.310%	342,537.25	1,162,537.25
09/01/2021			324,866.25	324,866.25
09/30/2021				
03/01/2022	855,000	4.310%	324,866.25	1,179,866.25
09/01/2022			306,441.00	306,441.00
09/30/2022				
03/01/2023	880,000	4.310%	306,441.00	1,186,441.00
09/01/2023			287,477.00	287,477.00
09/30/2023				
03/01/2024	905,000	4.310%	287,477.00	1,192,477.00
09/01/2024			267,974.25	267,974.25
09/30/2024				
03/01/2025	925,000	4.310%	267,974.25	1,192,974.25
09/01/2025			248,040.50	248,040.50
09/30/2025				
03/01/2026	945,000	4.310%	248,040.50	1,193,040.50
09/01/2026			227,675.75	227,675.75
09/30/2026				
03/01/2027	970,000	4.310%	227,675.75	1,197,675.75
09/01/2027			206,772.25	206,772.25
09/30/2027				
03/01/2028	980,000	4.310%	206,772.25	1,186,772.25
09/01/2028			185,653.25	185,653.25
09/30/2028				
03/01/2029	1,010,000	4.310%	185,653.25	1,195,653.25
09/01/2029			163,887.75	163,887.75
09/30/2029				
03/01/2030	1,015,000	4.310%	163,887.75	1,178,887.75
09/01/2030			142,014.50	142,014.50
09/30/2030				
03/01/2031	1,050,000	4.310%	142,014.50	1,192,014.50
09/01/2031			119,387.00	119,387.00
09/30/2031				
03/01/2032	1,075,000	4.310%	119,387.00	1,194,387.00
09/01/2032			96,220.75	96,220.75
09/30/2032				
03/01/2033	1,070,000	4.310%	96,220.75	1,166,220.75
09/01/2033			73,162.25	73,162.25
09/30/2033				
03/01/2034	1,105,000	4.310%	73,162.25	1,178,162.25
09/01/2034			49,349.50	49,349.50
09/30/2034				
03/01/2035	1,140,000	4.310%	49,349.50	1,189,349.50
09/01/2035			24,782.50	24,782.50
09/30/2035				
03/01/2036	1,150,000	4.310%	24,782.50	1,174,782.50
09/30/2036				
	16,695,000		6,758,096.16	23,453,096.16

SECTION 2.3 Execution and Delivery of Series 2019 Warrant

(a) The Series 2019 Warrant shall, upon the execution and delivery of this Second Supplemental Indenture, be manually executed by the Council President 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 2019 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 2019 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 2019 Warrant in trust and shall dispose of the same only as provided in Section 2.4 hereof.

(b) The City shall cause the Series 2019 Warrant 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 2019 Warrant and registration of transfers of Series 2019 Warrant entitled to be registered or transferred as herein provided. The Trustee is hereby appointed "Warrant Registrar" for the purpose of registering Series 2019 Warrant and transfers of Series 2019 Warrant as herein provided.

SECTION 2.4 Application of Proceeds from Sale of and Purposes for Issuance of Series 2019 Warrant. The City hereby authorizes the Trustee to apply the proceeds from the sale of the Series 2019 Warrant to the current refunding and redemption of the Refunded Series 2017 Warrant on April 18, 2019.

SECTION 2.5 Investments. The Trustee is hereby directed to invest and reinvest monies held in connection with the Series 2019 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 2019 Warrant Pursuant to Section 265 of the Code. The City will not designate the Series 2019 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 2019 Warrant is not "bank qualified."

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 2019 Warrant, as well as all other Warrants which may be Outstanding.

SECTION 3.4 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 3.5 Confirmation of Indenture. As supplemented by this Second Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed.

SECTION 3.6 Separate Agreement. It is the intent of the City and the Trustee that this Second 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 3.7 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 Commercial Equipment Finance, LLC as set forth in the Warrant Purchase Agreement.

Section 3.9 Current Refunding and Redemption of the Refunded Series 2017 Warrant. The Refunded Series 2017 Warrant is hereby called for redemption on April 18, 2019 (the "Redemption Date"). The Trustee is hereby directed to take all action necessary to effect the redemption of the Refunded Series 2017 Warrant on the Redemption Date in accordance with the Indenture and the instructions of Regions Commercial Equipment Finance, LLC, the holder of the Series 2017 Warrant.

IN WITNESS WHEREOF, the City has caused this Second Supplemental Trust Indenture to be executed in its corporate name and behalf by the Council President, has caused its corporate seal to be hereunto affixed and has caused this Second Supplemental Trust Indenture to be attested by its City Clerk/Treasurer, and the Trustee has caused this Second Supplemental Trust Indenture to be executed in its name and behalf, has caused its seal to be hereunto affixed and has caused this Second 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

Attest _____
Its City Clerk/Treasurer

By _____
Its Council President

REGIONS BANK

BANK SEAL

Attest _____
Its Authorized Representative

By _____
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 Eddie Smith, whose name as Council President 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 April, 2019.

S E A L

James T. Birchall, Notary Public
My commission expires _____

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 April, 2019.

S E A L

James T. Birchall, Notary Public
My commission expires _____

Exhibit ASeries 2017 Warrant

<u>Year</u>	<u>Refunded</u>	<u>Remaining</u>
2020	\$755,000	\$525,000
2021	780,000	545,000
2022	810,000	555,000
2023	840,000	575,000
2024	865,000	590,000
2025	895,000	610,000
2026	920,000	630,000
2027	950,000	650,000
2028	975,000	680,000
2029	1,005,000	700,000
2030	1,025,000	730,000
2031	1,065,000	750,000
2032	1,100,000	775,000
2033	1,120,000	815,000
2034	1,160,000	835,000
2035	1,200,000	860,000
2036	<u>1,230,000</u>	<u>895,000</u>
	\$16,695,000	\$11,720,000