



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
300 Martin Luther King Blvd.
November 17, 2020
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith
3. INVOCATION
 1. Scott Bryant from the Opelika First Assembly of God.
4. PLEDGE OF ALLEGIANCE
 1. Brownies and Juniors from Girl Scout Troop 7283.
5. READING OF MINUTES
 1. Minutes for the Organizational Meeting on 11-2-20.
 2. Minutes for the Regular Council Meeting on 11-3-20.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. City's Preliminary FY2020 Financial Summary Report.
 2. October 2020 Monthly Building Report.
 3. Proclamation for Small Business Saturday on 11-28-20.
 4. Recognize Robins & Morton for Construction Award (OPD).
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request from Main Street / Chamber of Commerce for Snow Much Fun Christmas Extravaganza on 12-5-20.
 2. Request from Main Street for Christmas in a Railroad Town on 12-11-20.
 3. Request Alcohol License - Brick and Spoon Restaurant Retail Liquor and Beer On-Premise License.
 4. Public Hearing - Rezoning, 89.5 Acres, 900 Block N Uniroyal Road.
 5. Public Hearing - Rezoning, 38.3 Acres, 3000 Block Columbus Pkwy.
 6. Request from Main Street for La Cantina Sidewalk Closure on 11-28-20.
12. AWARDING OF BIDS

1. Influent Sewer Rerouting for Eastside WWTP - PW.
 2. Bypass Pump Installation - Uniroyal Lift Station - PW.
13. RESOLUTIONS
1. Designate City Personal Property Surplus & Authorize Disposal.
 2. Expense Reports from various departments.
 3. Purchase - Platinum Hosting and Security - IT.
 4. Purchase - (8) 2021 Chevrolet Tahoes - PD.
 5. Approve Mando Tax Abatement Extension - ED.
 6. Approve Service Agreement with Motorola Solutions, Inc. - PD.
 7. Approve Service Agreement with Gartner, Inc. - IT.
 8. Annual Appropriation Contract FY2021 with Alabama Council on Human Relations.
 9. Annual Appropriation Contract FY2021 with AO Discover!.
 10. Annual Appropriation Contract FY2021 with EAMC - EMS.
 11. Approve Contract with Seely & Long Associates, Inc. for YIPP Grant Administration Services.
14. ORDINANCES
1. Amend Zoning Ordinance & Map; Rezone 89.5 Acres, 900 Block N. Uniroyal Road - 1st Reading.
 2. Amend Zoning Ordinance & Map: 38.3 Acres, 3000 Block Columbus Pkwy - 1st Reading.
 3. Annexation of 38.3 Acres, 3000 Block Columbus Pkwy - 1st Reading.
 4. Lease Agreement with Level-Up Towers, LLC - 1st Reading.
 5. Conveyance of Real Property to SMB Land, LLC - 1st Reading.
15. APPOINTMENTS
1. Appoint Erica Norris to the Alabama Council on Human Relations. New Term ends 11-4-2024. (Tabled).
 2. Reappoint Marvin Bolinger to the Celebrate Alabama Improvement District Board. New Term ends 8-5-2026.
 3. Reappoint Jervis Hairston to the Celebrate Alabama Improvement District Board. New Term ends 8-5-2026.
16. ADJOURN
1. Character Trait of the Month - Forgiveness, the action or process of forgiving or being forgiven.

"In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-2083."



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 4422)

Meeting: 11/17/20 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

DOC ID: 4422

Minutes for the Organizational Meeting on 11-2-20.



OPELIKA CITY COUNCIL
“ ORGANIZATIONAL MEETING MINUTES “
 300 Martin Luther King Blvd.
November 2, 2020
TIME: 6:00 PM

1. Call to Order

Russell Jones, City Clerk, called the City Council Organizational meeting to order.

2. Roll Call

The Mayor and all City Council members were present.

1. George Allen, Erica Norris, Robert Lofton, Eddie Smith, Todd Rauch

3. Invocation

Mr. Smith provided the invocation.

4. Pledge of Allegiance

Mr. Jones led the Pledge of Allegiance.

5. General Business

1. Administer Oath of Office - Mayor Gary Fuller.

The Honorable Hal Smith, retired Probate Judge, administered the oath of office to Mayor Gary Fuller. Laura Fuller held the bible.

2. Administer Oath of Office - City Council Place Two - Erica Norris.

The Honorable Tenée Frazier, Assistant General Counsel of the Alabama League of Municipalities, administered the oath of office to Ms. Erica Baker Norris. Ms. Norris was joined by her family and her mother held the bible.

3. Administer Oath of Office - City Council Place Five - Todd Rauch.

The Honorable Brandon Hughes, Lee County District Attorney, administered the oath of office to Mr. Todd Rauch. Ali Rauch held the bible.

4. Administer Oath of Office - City Council Place One - George Allen.

The Honorable Guy Gunter, City Attorney, administered the oath of office to the remaining three City Council members, Mr. Allen, Dr. Lofton and Mr. Smith, at the same time.

5. Administer Oath of Office - City Council Place Three - Robert Lofton.

6. Administer Oath of Office - City Council Place Four - Eddie Smith.

7. Election of the City Council President.

Mr. Jones opened the nominations for City Council President. Mr. Rauch made the nomination of Eddie Smith. Dr. Lofton seconded the nomination. Mr. Jones, hearing no further nominations, closed the nominations for City Council President. Mr. Smith is hereby elected City Council President for the next four years. Mr. Jones then turned the meeting over to Mr. Smith.

RESULT: APPROVED [UNANIMOUS]

MOVER: Robert Lofton, Council Member

SECONDER: Willie Allen, Council Member

AYES: Allen, Norris, Lofton, Smith, Rauch

8. Election of the City Council President pro-tempore.

President Smith opened the nominations for City Council President pro-tempore. Mr. Allen made the nomination of Erica Norris. Mr. Rauch seconded the nomination. Dr. Lofton made the motion to close the nominations and was seconded by Mr. Rauch.

The following vote was recorded:

Ayes: Mr. Allen, Ms. Norris, Dr. Lofton, Mr. Smith, Mr. Rauch

Nays: None.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

6. Remarks by the Mayor

Mayor Fuller thanked everyone for coming and congratulated the new council members and stated the city has a very bright future with this leadership in place.

7. Adjourn

The City Council meeting minutes of November 2, 2020 are hereby adopted and approved this the ____ day of _____, 2020.

 President of City Council
 City of Opelika, Alabama

ATTEST:

 Russell A. Jones

City Clerk

1. Motion to Adjourn.

The organizational meeting ended at 6:17 pm.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 4423)

Meeting: 11/17/20 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4423

Minutes for the Regular Council Meeting on 11-3-20.



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 300 Martin Luther King Blvd.
November 3, 2020
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

The Mayor and all City Council members were present.

1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith

3. Invocation

Mr. Bowers provided the invocation.

1. Bruce Bowers from Trinity Presbyterian Church.

4. Pledge of Allegiance

The cadets from Girl Scout Troop 7283 led the Pledge of Allegiance.

1. Cadets from Girl Scout Troop 7283.

5. Reading of Minutes

1. Minutes from the 10-20-20 council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Todd Rauch, Council Member
SECONDER:	Erica Norris, President Pro-Tem
AYES:	Allen, Norris, Lofton, Smith, Rauch

6. Unfinished Business

7. Remarks By the Mayor

1. Appoint Derek Lee to the Opelika Planning Commission.

Mayor Fuller appointed Derek Lee to the Opelika Planning Commission to fill a vacancy left by retiring Chief of Police John McEachern.

2. Proclamation for National Epilepsy Awareness Month.

Mayor Fuller invited Jake and Luanne Helms up front and read a proclamation for National Epilepsy Awareness month. Ms. Helms then announced a walk to end epilepsy happening on Saturday November 7, 2020 at 4:00 pm at courthouse square and invited everyone to participate.

3. Lee County EMA to Recognize City of Opelika First Responders.

Mayor Fuller invited Rita Smith from Lee County Emergency Management Agency up front to recognize the following City of Opelika first responders for the Baldwin County response due to Hurricane Sally: Chief Byron Prather, Captain Scott Bass, Captain Tracey Johnson, Captain Dennis Hanson, Fire Medic Chris Smith, Fire Medic Michael Patterson, Fire Medic Kevin Swatts, and Hazmat EMS Jonathan Kennedy. Ms. Smith then spoke to the selfless and great job each of the responders did and presented them with a certificate of appreciation.

4. Recognize Firefighters of the Year 2020.

Mayor Fuller and Chief Prather first invited Blake Smith from "A shift " up to be recognized as a nominee for Firefighter of the Year and explained how the Exchange Club selects the overall winner and then read Mr. Smith's nomination letter. Mayor Fuller also recognized Peter Martin, who was not in attendance, as the "C shift" nominee. Mayor Fuller then invited Craig Dubose

from "B shift" up to be recognized as the 2020 Firefighter of the Year. Mayor Fuller read Apparatus Operator Dubose's nomination letter and congratulated and thanked him for his service.

8. Citizen Communications

None.

9. Report of Disbursements

10. Committee Reports

11. General Business

12. Awarding of Bids

President Smith asked Ms. Finley to present the bids.

1. Bids 278-20 Police Equipment - PD.

RESULT: APPROVED [UNANIMOUS]
MOVER: Erica Norris, President Pro-Tem
SECONDER: Todd Rauch, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

2. Bids 279-20 Police Uniforms - PD.

RESULT: APPROVED [UNANIMOUS]
MOVER: Erica Norris, President Pro-Tem
SECONDER: Todd Rauch, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

3. Bids 280-20 S&C Pad Mounted Gears - OPS.

RESULT: APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

4. Bids 281-20 Three Phase Pad Mounted Wye-Wye Transformers - OPS.

RESULT: APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

13. Resolutions

President Smith asked Mr Gunter to present the resolutions.

1. Resolution 282-20 Designate City Personal Property Surplus & Authorize Disposal.

RESULT: APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

2. Resolution 283-20 Request Refund of Occupational License Fees - Pittman.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Willie Allen, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
3. Resolution 284-20 Request Refund of Business License Fees - Smith (O'Neal Industries).
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Willie Allen, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
4. Resolution 285-20 Purchase - (6) Safety ALPR Camera Systems - PD.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
5. Resolution 286-20 Purchase - WatchGuard Maintenance - PD.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Erica Norris, President Pro-Tem
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
6. Resolution 287-20 Purchase - Fully Trained K-9 Dual Purpose Police Dog - PD.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch
7. Resolution 288-20 Purchase - Vista HD Wi-Fi Body Cameras-Sole Source - PD.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Robert Lofton, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
8. Resolution 289-20 Purchase - 2020 Toro Reelmaster 3100-D Sidewinder Mower - PW.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Erica Norris, President Pro-Tem
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
9. Resolution 290-20 Purchase - Vista HD Wi-Fi 4RE In-Car Camera Systems - Sole Source - PD.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch
10. Resolution 291-20 Purchase - Cisco Equipment-National IPA Contract #2018011-01 - IT.

RESULT: APPROVED [UNANIMOUS]
MOVER: Willie Allen, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

11. Resolution 292-20 Purchase - Cloud-Based Security System-State Contract MA 999 17000000186 - IT.

RESULT: APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

12. Resolution 293-20 Annual Appropriation Contract FY2021 with Lee County Humane Society.

RESULT: APPROVED [UNANIMOUS]
MOVER: Erica Norris, President Pro-Tem
SECONDER: Todd Rauch, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

13. Resolution 294-20 Annual Appropriation Contract FY2021 with Lee County Rabies Officer.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert Lofton, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

14. Resolution 295-20 Annual Appropriation Contract FY2021 with The Boys and Girls Clubs of Greater Lee County.

RESULT: APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

15. Resolution 296-20 Authorize Engagement Letter with Himmelwright, Huguley, & Boles, LLC for Annual Auditing Services.

RESULT: APPROVED [UNANIMOUS]
MOVER: Willie Allen, Council Member
SECONDER: Todd Rauch, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

16. Motion to Move Resolutions.

City Attorney Guy Gunter recommended a motion to move resolutions 16 and 17 to the end of the agenda after the ordinance on the agenda was addressed.

RESULT: APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

14. Ordinances

President Smith asked Mr. Gunter to present the ordinances.

1. Ordinance 027-20-ORD Establish the Offices of City Clerk and City Treasurer - 1st Reading.

President Smith asked for a member of the council to introduce the ordinance. Mr. Rauch introduced the ordinance. Then Dr. Lofton made a motion to suspend the rules and was seconded by Mr. Allen.

The following vote was recorded:

Ayes: Allen, Norris, Lofton, Rauch, Smith

Nays: None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

15. Resolutions

President Smith asked Mr. Gunter if the council should address the resolutions that were moved or the appointments first. Mr. Gunter recommended addressing the resolutions before the appointments. Mr. Gunter also let the council know about the resolutions being pursuant to Ordinance 027-20 that was just previously adopted by the council and how that is important due to the ordinance not taking effect until after it is published.

1. Resolution 297-20 Appoint the City Clerk.

Ms. Norris asked about appointed positions being advertised or if there was any type of outreach to the community for positions the council appoints. President Smith explained the current position being appointed is not an open position. President Smith then explained the City Clerk position has to be appointed every four years by the new council similar to a contract. President Smith also explained how the previous City Clerk, Bob Shuman, retired in the previous year and how the job was advertised, how candidates were interviewed and how the committee made their decision. Ms. Norris said she understood but wanted to make sure that when there are open positions the council makes decisions on, that those positions should be made widely available to the community for consideration.

RESULT: APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

2. Resolution 298-20 Appoint the City Treasurer.

RESULT: APPROVED [UNANIMOUS]
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

16. Appointments

President Smith presented the appointments.

1. Appoint Sutricia Johnson to the LRCOG MPO/Citizens Advisory Committee. Existing term ends 01-01-2021.

RESULT: APPROVED [UNANIMOUS]
MOVER: Erica Norris, President Pro-Tem
SECONDER: Todd Rauch, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

2. Reappoint Corey Grant to the LRCOG MPO/Citizen Advisory Committee. New Term ends 11-05-2022.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

3. Reappoint Sherri Reese to the LRCOG MPO/Citizen Advisory Committee. New Term ends 11-05-2022.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Willie Allen, Council Member
SECONDER: Todd Rauch, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

4. Reappoint Gary Fuller to the Airport Advisory Board. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

5. Appoint George Allen to the Airport Advisory Board. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

6. Appoint Erica Norris to the Alabama Council on Human Relations. New Term ends 11-04-2024.

Ms. Norris made a point of order to not be considered for the position. President Smith asked for other nominations for the appointment. Mr. Rauch asked about what the Alabama Council on Human Relations was. President Smith answered he was not sure. Dr. Lofton asked if the appointment could be considered at the next meeting and made a motion to table the appointment. Mr. Allen seconded the motion.

The following vote was recorded:

Ayes: Allen, Norris, Lofton, Rauch, Smith

Nays: None.

7. Appoint Erica Norris to the Board of Appeals - Public Works. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Willie Allen, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

8. Reappoint Eddie Smith to the Board of Appeals - Public Works. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

9. Reappoint Joey Motley to the Board of Appeals - Public Works. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

10. Reappoint Gary Fuller to the Lee Russell Council of Governments Executive and MPO Board. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Willie Allen, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

11. Appoint Todd Rauch to the Lee Russell Council of Governments Executive and MPO Board. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Robert Lofton, Council Member
SECONDER: Willie Allen, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

12. Appoint Robert Lofton to the Opelika Planning Commission. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

13. Reaapoint Gary Fuller to the Solid Waste Disposal Authority. New Term ends 11-04-2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Erica Norris, President Pro-Tem
AYES: Allen, Norris, Lofton, Smith, Rauch

14. Appoint Eddie Smith to the Opelika Utilities Board. New Term ends 11-02-2026.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Todd Rauch, Council Member
SECONDER: Robert Lofton, Council Member
AYES: Allen, Norris, Lofton, Smith, Rauch

17. Adjourn

The City Council meeting minutes of November 3, 2020 are hereby adopted and approved this the ____ day of _____, 2020.

President of City Council
City of Opelika, Alabama

Attachment: CM minutes from 11-3-20 (4423 : Minutes for the Regular Council Meeting on 11-3-20.)

ATTEST:

Russell A. Jones

City Clerk

1. Character Trait of the Month - Forgiveness, the action or process of forgiving or being forgiven.

President Smith announced that Keep Opelika Beautiful has a competition from November 1 to November 13 for the best looking harvest home in each ward. President Smith then read the character trait of the month and asked if there was any other business that needed to come before the council.

2. Motion to Adjourn.

The council meeting ended at 7:47 pm.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Norris, President Pro-Tem
SECONDER:	Todd Rauch, Council Member
AYES:	Allen, Norris, Lofton, Smith, Rauch

Attachment: CM minutes from 11-3-20 (4423 : Minutes for the Regular Council Meeting on 11-3-20.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/17/20 07:00 PM
Department: City Clerk
Category: Financial Statements
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

MAYOR'S REMARKS (ID # 4439)

DOC ID: 4439

City's Preliminary FY2020 Financial Summary Report.

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups (Interim Report)
 September 30, 2020
 *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					
ASSETS										
Cash	\$ 36,499	\$ 15,519	\$ 37	\$ 1,108	\$ -	\$ 4,873	\$ 41,801	\$ -	\$ -	\$ 99,837
Certificates of deposit	21,987	5,000	-	-	-	-	7,929	-	-	34,916
Receivables:										
Accounts and unbilled service	-	-	-	180	-	-	5,532	-	-	5,712
Taxes	7,348	8,105	-	-	-	-	-	-	-	15,453
Licenses and fees	3,006	-	-	-	-	-	-	-	-	3,006
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-
Assessments	202	-	-	-	-	-	-	-	-	202
Interest	(341)	-	-	-	3	-	(9)	-	-	(347)
Other	334	653	-	-	-	(1)	-	-	-	986
Due from other funds	30	-	-	-	8	-	8,518	-	-	8,556
Due from other governments	3,007	248	-	194	-	-	1,008	-	-	4,457
Inventories of supplies, at cost	101	-	-	-	-	-	1,071	-	-	1,172
Prepaid expenses	337	-	-	-	-	-	-	-	-	337
Investments	-	18	-	-	1,337	-	-	-	-	1,355
Investments with fiscal agent	-	-	1,357	-	-	-	904	-	-	2,261
Capital assets:										
Land	-	-	-	-	-	-	2,462	10,368	-	12,830
Buildings	-	-	-	-	-	-	13,666	45,437	-	59,103
Equipment	-	-	-	-	-	-	11,930	23,951	-	35,881
Utility systems	-	-	-	-	-	-	117,947	-	-	117,947
Infrastructure	-	-	-	-	-	-	-	119,613	-	119,613
Construction in progress	-	-	-	-	-	-	268	24,378	-	24,646
Total capital assets	-	-	-	-	-	-	146,273	223,747	-	370,020
Less: accumulated depreciation	-	-	-	-	-	-	(72,688)	(67,183)	-	(139,871)
Capital assets, net	-	-	-	-	-	-	73,585	156,564	-	230,149
Deposits	-	69	-	-	-	19	2	-	-	90
Amount to be provided for general long term debt	-	-	-	-	-	-	-	-	86,332	86,332
Total assets	72,512	29,611	1,394	1,482	1,348	4,892	140,341	156,564	86,332	494,477
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,528	-	-	1,528
Difference on projected OPEB earnings investments	-	-	-	-	-	-	638	-	-	638
Bond refunding costs	-	-	-	-	-	-	2,375	-	-	2,375
Total deferred outflows of resources	-	-	-	-	-	-	4,542	-	-	4,542

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups (Interim Report)
 September 30, 2020
 *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	2,660	44	-	27	1	169	9,438	-	-	12,339
Interest payable	-	-	-	-	-	-	101	-	-	101
Accrued payroll and benefits, due within one year	1,321	3	-	-	-	-	466	-	-	1,790
Due to other funds	8	30	-	-	-	-	8,518	-	-	8,556
Due to other governments	30	55	-	-	-	-	-	-	-	85
Claims and judgements, due within one year	-	-	-	-	-	312	-	-	-	312
Bonds payable due within one year	-	-	-	-	-	-	1,955	-	-	1,955
Claims and judgements, due in more than one year	-	-	-	-	-	136	-	-	-	136
Bonds payable, due in more than one year	-	-	463	-	-	-	26,973	-	86,332	113,768
Net pension liability	-	-	-	-	-	-	8,828	-	-	8,828
Accrued payroll & benefits, due in more than one year	-	-	-	-	-	-	1,545	-	-	1,545
Customer deposits held	-	-	-	-	-	-	3,157	-	-	3,157
Total liabilities	4,019	132	463	27	1	617	60,982	-	86,332	152,573
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement plan	-	-	-	-	-	-	418	-	-	418
Net change in OPEB assumptions	-	-	-	-	-	-	37	-	-	37
Unearned revenues	4,187	8,808	-	194	-	355	196	-	-	13,740
Total deferred inflows of resources	4,187	8,808	-	194	-	355	652	-	-	14,196
FUND BALANCES										
Nonspendable	104	69	-	-	1,230	-	-	-	-	1,403
Restricted	202	5,683	932	1,162	-	612	904	-	-	9,495
Committed	73	-	-	-	-	-	-	-	-	73
Assigned	10,957	13,798	-	-	-	3,307	-	-	-	28,062
Unassigned	36,548	-	(1)	(1)	118	-	-	-	-	36,664
Invested in capital assets, net of related debt	-	-	-	-	-	-	47,033	156,564	-	203,597
Unrestricted	-	-	-	-	-	-	33,664	-	-	33,664
Encumbrances	16,425	1,163	-	99	-	1	1,649	-	-	19,337
Total fund balances	64,309	20,713	932	1,260	1,348	3,920	83,249	156,564	-	332,295

City of Opelika

Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups (Interim FYTD September 30, 2020)

*Thousands of dollars

	Governmental Funds					Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	
REVENUES:						
Taxes	\$ 40,268	\$ 8,496	\$ -	\$ -	\$ -	\$ 48,764
Special assessments	-	-	-	-	-	-
Licenses and permits	18,282	381	-	-	-	18,663
Intergovernmental	765	1,428	-	91	-	2,284
Charges for services	1,551	-	-	-	-	1,551
Fines and forfeits	316	-	-	-	-	316
Grants	38	-	-	-	-	38
Contributions	397	12	-	-	-	409
Investment income	518	113	4	4	121	762
Miscellaneous	449	4	-	-	-	453
Total revenues	62,584	10,434	4	95	121	73,239
EXPENDITURES:						
General government	7,486	233	-	16	9	7,744
Public safety	17,737	560	-	-	-	18,296
Public works	5,687	1	-	-	-	5,688
Health	379	-	-	-	-	379
Education	3,317	7,000	-	-	-	10,317
Welfare	114	-	-	-	-	114
Culture and recreation	5,934	-	-	-	-	5,934
Economic development	1,246	164	-	-	-	1,410
Capital outlay	12,897	383	-	209	-	13,489
Debt service:						
Principal retirement	-	-	6,380	-	-	6,380
Interest and fees	-	-	4,028	-	-	4,029
Total expenditures	54,797	8,342	10,408	225	9	73,782
Excess of revenues over/(under) expenditures	7,787	2,092	(10,405)	(131)	113	(543)
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	49,704	-	-	49,704
Proceeds used to refund bonds	-	-	(45,410)	-	-	(45,410)
Sale of capital assets	25	-	-	-	-	25
Transfers from other funds	3,025	4,015	7,004	166	29	14,239
Transfers to other funds	(9,926)	(2,540)	-	-	(25)	(12,491)
Total other financing sources/(uses)	(6,876)	1,475	11,297	166	5	6,067
Net change in fund balances	911	3,567	893	35	117	5,524
Fund balances, beginning of the year	63,398	17,105	37	1,225	1,230	82,996
Fund balances, end of period	\$ 64,309	\$ 20,672	\$ 931	\$ 1,260	\$ 1,348	\$ 88,520

Attachment: September 2020 Prelim Fin Stmt (4439 : City's Preliminary FY2020 Financial Summary Report.)

City of Opelika
Combined Balance Sheet (Interim Report)
Proprietary and Fiduciary Funds
September 30, 2020 Preliminary
**Thousands of dollars*

	Electric FYTD	Sewer FYTD	Solid Waste FYTD	Workmen's Comp. FYTD	Health Insurance FYTD
ASSETS					
Current assets:					
Cash	\$ 28,895	\$ 9,947	\$ 2,929	\$ 3,413	\$ 1,460
Certificates of deposit	7,929	-	-	-	-
Receivables and prepaid expenses	4,839	366	318	-	(1)
Due from other funds and governments	8,518	1,008	-	-	-
Inventory	1,071	-	-	-	-
Total current assets	51,253	11,320	3,247	3,413	1,460
Restricted assets:					
Cash and investments with fiscal agent	883	21	-	-	-
Total restricted assets	883	21	-	-	-
Net capital assets	42,924	28,585	2,076	-	-
Other assets:					
Deposits	-	3	-	19	-
Total other assets	-	2	-	19	-
Total assets	95,060	39,928	5,322	3,432	1,460
DEFERRED OUTFLOWS OF RESOURCES					
Retirement contributions	1,004	-	374	-	-
Difference on projected OPEB earnings	450	-	169	-	-
Bond refunding costs	2,312	63	-	-	-
Total deferred outflows of resources	3,766	63	542	-	-
Total assets and deferred outflows of resources	98,826	\$ 39,991	\$ 5,865	\$ 3,432	\$ 1,460
LIABILITIES					
Current liabilities:					
Accounts and other payables	\$ 9,758	\$ 96	\$ 150	\$ 54	\$ 426
Due to electric fund	-	-	-	-	-
Due to other funds	-	-	-	-	-
Bonds payable within one year	1,365	590	-	-	-
Unearned revenue	197	-	-	-	355
Total current liabilities	11,320	686	150	54	781
Noncurrent liabilities:					
Claims and employee benefits due in more than one year	1,119	-	408	136	-
Bonds payable, in more than one year, net	25,725	1,248	-	-	-
Net pension liability	5,484	-	1,885	-	-
Customer deposits held	2,987	-	170	-	-
Total noncurrent liabilities	35,316	1,248	2,463	136	-
Total liabilities	46,636	1,935	2,613	191	781
DEFERRED INFLOWS OF RESOURCES					
Difference on earnings on OPEB investments	21	-	8	-	-
Difference on earnings on plan investments	245	-	96	-	-
Total deferred inflows of resources	266	-	104	-	-
Total liabilities and deferred inflows of resources	46,902	1,935	2,718	191	781
NET POSITION					
Invested in capital assets, net of related debt	18,146	26,810	2,076	-	-
Restricted	883	21	-	612	-
Unrestricted	31,618	10,861	1,064	2,629	677
Encumbrances	1,277	365	7	-	1
Total net position	51,924	38,057	3,147	3,241	678
Total liabilities, deferred inflows, and net position	\$ 98,826	\$ 39,992	\$ 5,864	\$ 3,432	\$ 1,459

Attachment: September 2020 Prelim Fin Stmt (4439 : City's Preliminary FY2020 Financial Summary Report.)

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position (Interim Report)
Proprietary and Fiduciary Funds
FYTD September 30, 2020 Preliminary
**Thousands of dollars*

	Electric 2020 FYTD	Sewer 2020 FYTD	Solid Waste 2020 FYTD	Workmen's Comp. 2020 FYTD	Health Insurance 2020 FYTD
Operating Revenues					
Charges for services	\$ 41,418	\$ 5,295	\$ 3,622	\$ 415	\$ 4,061
Operating Expenses					
Purchases	26,843	-	510	-	-
Depreciation	2,730	1,001	325	-	-
Personnel services	3,636	-	1,271	-	-
Other	3,043	2,095	1,890	168	3,353
Total operating expenses	36,252	3,097	2,725	168	3,353
Operating income/(loss)	5,166	2,198	897	247	709
Nonoperating Revenues/(Expenses)					
Gain/(Loss) on sale of capital assets	54	31	(2)	-	-
Fiber optic line leases	18	-	-	-	-
Investment income	558	43	17	22	2
Grant income	-	18	-	-	-
Pole rental	175	-	-	-	-
Miscellaneous revenues	775	-	14	-	-
Interest expense and charges	(1,159)	(177)	-	-	-
Total nonoperating revenues/(expenses)	421	(85)	30	22	2
Other Revenues and Transfers In/(Out):					
Capital contributions	925	-	-	-	-
Transfers from other funds	-	-	-	-	-
Transfers to other funds	(3,000)	-	-	-	-
Total other revenues/(expenses)	(2,075)	-	-	-	-
Net Income/(loss)	3,513	2,113	927	269	711
Net position, beginning of year	48,411	35,944	2,220	2,972	(32)
Net position before encumbrances	51,924	38,057	3,147	3,241	678
Encumbrances	1,277	365	7	-	-
Net position, end of period	\$ 50,647	\$ 37,691	\$ 3,140	\$ 3,241	\$ 678
Additional Information:					
Cash position at September 30, 2020	\$ 28,895	\$ 9,947	\$ 2,929	\$ 3,413	\$ 1,460
Cash position at September 30, 2019	22,724	6,672	1,915	3,142	654
Change in cash	\$ 6,171	\$ 3,275	\$ 1,014	\$ 271	\$ 807

Attachment: September 2020 Prelim Fin Stmt (4439 : City's Preliminary FY2020 Financial Summary Report.)

City of Opelika
General Fund Revenue and Expenditure Summary (Interim Report)
Comparison of Actual and Budget to Prior Year
FYTD September 2020 Preliminary
*Thousands of dollars

	YTD Actual			Budget to Actual		
	2019	2020	Variance	2020 Budget	2020 Actual	Variance
Revenues:						
Taxes	\$ 38,956	\$ 40,268	\$ 1,312	\$ 38,365	\$ 40,268	\$ 1,904
Licenses and permits	17,895	18,282	387	18,133	18,282	150
Intergovernmental	923	765	(159)	702	765	62
Charges for services	2,194	1,551	(643)	2,009	1,551	(458)
Fines and forfeits	422	316	(106)	434	316	(118)
Grants	35	38	3	21	38	17
Contributions	191	397	206	98	397	299
Investment income	974	518	(456)	450	518	68
Miscellaneous	562	449	(113)	350	449	99
Total revenues	62,153	62,584	431	60,561	62,584	2,023
Expenditures:						
General government	7,055	7,486	431	8,737	7,486	(1,252)
Public safety	16,834	17,737	902	18,729	17,737	(993)
Public works	5,627	5,687	60	6,858	5,687	(1,171)
Culture and recreation	6,355	5,934	(421)	8,330	5,934	(2,396)
Economic development	2,059	1,246	(813)	1,665	1,246	(419)
Health	369	379	11	400	379	(20)
Education	3,389	3,317	(72)	3,320	3,317	(4)
Welfare	128	114	(14)	139	114	(25)
Capital outlay	17,991	12,897	(5,094)	32,115	12,897	(19,218)
Debt service	698	-	(698)	698	-	(698)
Total expenditures	60,505	54,797	(5,708)	80,992	54,797	(26,195)
Other financing sources/(uses)						
Sale of capital assets	74	25	(49)	46	25	(21)
Transfers in	3,019	3,025	6	3,042	3,025	(17)
Transfer out	(12,343)	(9,926)	2,417	(8,185)	(9,926)	(1,741)
Total other financing sources/(uses)	(9,250)	(6,876)	2,374	(5,097)	(6,876)	(1,779)
Net change in fund balance	(7,602)	911	8,513	(25,528)	911	26,439
Fund balance, beginning of year	66,652	63,398	(3,254)	66,652	63,398	(3,254)
Fund balance, year to date	\$ 59,050	\$ 64,309	\$ 5,259	\$ 41,124	\$ 64,309	\$ 23,185
Less:						
Nonspendable	100	104	4	-	104	-
Restricted	207	202	(4)	-	202	-
Committed	60	73	12	-	73	-
Assigned	16,736	10,957	(5,780)	-	10,957	-
Encumbrances	42	16,425	16,383	-	16,425	-
	17,146	27,761	10,615	-	27,761	-
Unassigned fund balance	41,904	36,548	(5,356)	41,124	36,548	23,185
20% budgeted revenues	12,112	12,112		12,112	12,112	
Available unassigned fund balance	\$ 29,792	\$ 24,436		\$ 29,012	\$ 24,436	

Attachment: September 2020 Prelim Fin Stmt (4439 : City's Preliminary FY2020 Financial Summary Report.)

City of Opelika
General Fund Revenues (Interim Report)
Comparison of Actual and Budget to Prior Year
FYTD September 2020 Preliminary
**Thousands of dollars*

	YTD Actual			Budget to Actual		
	2019	2020	Variance	2020 Budget	2020 Actual	Variance
Taxes:						
Sales	\$ 33,199	\$ 34,282	\$ 1,083	\$ 32,700	\$ 34,282	\$ 1,582
Property:						
Property	4,101	4,438	336	4,100	4,438	338
Payments in lieu of taxes	6	18	13	6	18	13
Total property taxes	4,107	4,456	349	4,106	4,456	351
Other						
Gasoline	839	781	(58)	820	781	(39)
Cigarette	63	73	9	61	73	12
Wine and liquor	28	31	3	28	31	3
Rental	719	645	(74)	650	645	(5)
Total other taxes	1,649	1,530	(120)	1,559	1,530	(29)
Total taxes	38,956	40,268	1,312	38,365	40,268	1,904
Licenses and permits:						
Occupational license	12,348	12,532	184	12,600	12,532	(68)
Business:						
General	2,984	3,044	60	3,000	3,044	44
Lodging	960	762	(198)	925	762	(163)
Franchise fee	486	469	(16)	515	469	(46)
Miscellaneous	325	441	116	260	441	181
Total business	4,755	4,716	(39)	4,700	4,716	16
Telecommunications permits and fees	19	2	(17)	22	2	(20)
Permits and inspections	762	1,016	254	800	1,016	216
Other	11	16	5	11	16	6
Total licenses and permits	17,895	18,282	387	18,133	18,282	150
Intergovernmental:						
Shared county motor vehicle	138	124	(14)	136	124	(12)
Shared state:						
Bank excise tax	342	321	(22)	199	321	122
Business privilege tax	75	75	1	74	75	1
Liquor tax profits	141	155	13	145	155	10
State asset forfeiture	1	14	13	17	14	(2)
Total shared state	559	565	6	434	565	131
Shared federal asset forfeiture	140	10	(130)	7	10	4
Other	86	66	(20)	125	66	(59)
Total intergovernmental	923	765	(159)	702	765	62
Charges for services:						
General government - other	25	25	-	24	25	1
Public Safety:						
Fire training	6	5	(1)	4	5	1
City schools	150	150	-	150	150	-
Auburn University	5	4	-	-	4	4
EAMC	190	249	59	160	249	89
Other	30	3	(27)	-	3	3
Health - Graves and monuments	164	150	(14)	151	150	(1)
Public Works - Paving and plan review f	137	104	(33)	30	104	74
Culture and Rec - Entry and concession f	1,487	860	(627)	1,490	860	(630)
Total charges for services	2,194	1,551	(643)	2,009	1,551	(458)
Fines and forfeits:						
Municipal Court	372	275	(97)	391	275	(116)
Other	50	41	(9)	43	41	(2)
Total fines and forfeits	422	316	(106)	434	316	(118)
Grant income	35	38	3	21	38	17
Contributions: Mobile Clinic	32	67	35	-	67	67
Contributions: Other	159	330	171	98	330	232
Investment income	974	518	(456)	450	518	68
Miscellaneous	562	449	(113)	350	449	99
Total revenues	62,153	62,584	431	60,561	62,584	2,023
Other financing sources						
Operating transfers from Electric fund	3,000	3,000	-	3,000	3,000	-
Other transfers	19	25	6	42	25	(17)
Sale of capital assets	74	25	(49)	46	25	(21)
Total other financing sources	3,093	3,050	(43)	3,088	3,050	(38)
Total revenue and other financing	\$ 65,246	\$ 65,634	\$ 388	\$ 63,649	\$ 65,634	\$ 1,985

Attachment: September 2020 Prelim Fin Stmt (4439 : City's Preliminary FY2020 Financial Summary Report.)

City of Opelika
 General Fund Expenditures (Interim Report)
 Comparison of Actual and Budget to Prior Year
 FYTD September 2020 Preliminary
**Thousands of dollars*

	YTD Actual			Budget to Actual		
	2019	2020	Variance	2020 Budget	2020 Actual	Variance
General government:						
Legislative	\$ 338	\$ 372	\$ 34	\$ 435	\$ 372	\$ (63)
Executive	282	274	(8)	532	274	(258)
Legal	483	460	(23)	595	460	(134)
Administration	460	542	82	791	542	(249)
Accounting	522	548	26	611	548	(63)
Human resources	379	430	51	537	430	(106)
Information technology	2,291	2,353	62	2,451	2,353	(97)
Revenue	406	430	25	486	430	(55)
Municipal court	380	369	(10)	413	369	(43)
Purchasing	261	313	52	317	313	(4)
Community development	217	226	9	262	226	(36)
Planning	434	501	67	605	501	(104)
Other - nondepartmental	602	666	65	704	666	(38)
Total general government	7,055	7,486	431	8,737	7,486	(1,252)
Public safety:						
Police	10,319	11,001	682	11,692	11,001	(692)
Probation	130	125	(5)	161	125	(37)
Fire	6,024	6,191	167	6,456	6,191	(264)
Other - nondepartmental	361	420	59	420	420	-
Total public safety	16,834	17,737	902	18,729	17,737	(993)
Public works:						
Streets	1,434	1,429	(6)	1,444	1,429	(16)
Engineering	770	780	11	1,146	780	(365)
Administration	532	517	(16)	544	517	(27)
Cemetery	221	235	13	239	235	(4)
Auto shop	560	676	117	1,162	676	(486)
Building maintenance	595	574	(22)	658	574	(84)
Inspection	511	477	(34)	653	477	(176)
Grounds maintenance	1,004	1,000	(4)	1,012	1,000	(12)
Total public works	5,627	5,687	60	6,858	5,687	(1,171)
Culture and recreation:						
Parks and recreation	5,330	4,629	(701)	5,950	4,629	(1,321)
Library	926	971	46	2,046	971	(1,074)
Other - nondepartmental	100	334	235	334	334	-
Total culture and recreation	6,355	5,934	(421)	8,330	5,934	(2,396)
Economic development:						
Development	399	421	22	583	421	(162)
Other - nondepartmental	1,661	826	(835)	1,082	826	(257)
Total economic development	2,059	1,246	(813)	1,665	1,246	(419)
Health:						
Animal control	76	80	4	85	80	(5)
Mobile Clinic	-	-	-	-	-	-
Other	293	299	7	314	299	(15)
Total health	369	379	11	400	379	(20)
Education	3,389	3,317	(72)	3,320	3,317	(4)
Welfare	128	114	(14)	139	114	(25)
Capital outlay	17,991	12,897	(5,094)	32,115	12,897	(19,218)
Debt service						
Principal retirement	680	-	(680)	680	-	(680)
Interest and charges	18	-	(18)	18	-	(18)
Total debt service	698	-	(698)	698	-	(698)
Total expenditures	60,505	54,797	(5,708)	80,992	54,797	(26,195)
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	3,378	3,538	160	3,400	3,538	138
Transfers to other funds	8,965	6,388	(2,577)	4,785	6,388	1,603
Total transfers out	12,343	9,926	(2,417)	8,185	9,926	1,741
Total expenditures and other financing uses	\$ 72,848	\$ 64,723	\$ (8,125)	\$ 89,177	\$ 64,723	\$ (24,454)

Attachment: September 2020 Prelim Fin Stmt (4439 : City's Preliminary FY2020 Financial Summary Report.)

City of Opelika
Capital Outlay (Interim Report)
Comparison of Actual and Budget to Prior Year
FYTD September 2020 Preliminary

	FYTD Actual			Budget to Actual		
	2019	2020	Variance	2020 Rev Budg	2020 Actual	Variance
GENERAL FUND						
General Government:						
Legislative	-	-	-	-	-	-
Executive	-	-	-	-	-	-
Legal	-	-	-	-	-	-
Administration	-	-	-	-	-	-
Accounting	-	21,470	21,470	21,470	21,470	-
Human Resources	-	-	-	-	-	-
Information Technology	661,017	884,199	223,182	1,010,438	884,199	126,239
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Health	105,438	-	(105,438)	100,938	-	100,938
Other	-	-	-	-	-	-
Total general government	\$ 766,455	\$ 905,669	\$ 139,214	\$ 1,132,846	\$ 905,669	\$ 227,177
Public Safety:						
Police	14,057,568	3,009,200	(11,048,368)	3,774,648	3,009,200	765,448
Probation	-	-	-	-	-	-
Fire	37,745	1,047,743	1,009,998	1,125,399	1,047,743	77,656
Total public safety	\$ 14,095,313	\$ 4,056,943	\$ (10,038,370)	\$ 4,900,047	\$ 4,056,943	\$ 843,104
Public Works:						
Streets	1,372,080	1,803,454	431,374	4,364,337	1,803,454	2,560,883
Engineering	635,212	2,888,718	2,253,506	7,962,015	2,888,718	5,073,297
Administration	330,863	124,711	(206,152)	519,477	124,711	394,766
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	\$ 2,338,155	\$ 4,816,883	\$ 2,478,728	\$ 12,845,829	\$ 4,816,883	\$ 8,028,946
Culture and Recreation:						
Parks and Recreation	725,397	1,727,472	1,002,075	2,188,997	1,727,472	461,525
Library	14,150	1,389,827	1,375,677	11,047,106	1,389,827	9,657,279
Total culture and recreation	\$ 739,547	\$ 3,117,299	\$ 2,377,752	\$ 13,236,103	\$ 3,117,299	\$ 10,118,804
Economic development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health, Education and Welfare	\$ 51,123	\$ -	\$ (51,123)	\$ -	\$ -	\$ -
Total capital outlay expenditures	\$ 17,990,593	\$ 12,896,794	\$ (5,093,799)	\$ 32,114,825	\$ 12,896,794	\$ 19,218,031

Attachment: September 2020 Prelim Fin Stmt (4439 : City's Preliminary FY2020 Financial Summary Report.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/17/20 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: Whitney Taunton

Initiator: Jeff Kappelman

Sponsors:

MAYOR'S REMARKS (ID # 4426)

DOC ID: 4426

October 2020 Monthly Building Report.

**BUILDING INSPECTIONS**

700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5159
www.opelika-al.gov

Monthly Permits for October 2020**Work & Repair On Buildings**

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	8	17
Plumbing Upgrades	2	10
Electrical Upgrades	11	22
Mechanical Upgrades	10	16
Reroofs And Roof Repairs	5	25
Mobile Home Services	0	1
Building Additions/Accessory Structures	2	24

Monthly Totals for October

2011	\$	3,170,587.00
2012	\$	2,439,726.00
2013	\$	12,274,641.00
2014	\$	8,025,650.00
2015	\$	5,625,290.00
2016	\$	4,099,031.00
2017	\$	5,763,691.00
2018	\$	5,740,064.33
2019	\$	14,555,844.70
2020	\$	14,761,767.41

Total Permits Issued

2	New Buildings: Commercial	\$	1,559,786.20
11	Commercial Renovations And Repairs	\$	3,974,836.00
13	Signs	\$	170,564.70
32	New Single Family Homes	\$	7,962,173.00
70	Residential Repairs And Renovations	\$	1,094,407.51
0	New Apartment Units	\$	-
0	New Duplex Residences	\$	-
0	Total Building Permits Issued	\$	-

128

Total Permits for October 2020

\$14,761,767.41

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman

Chief Building Inspector





BUILDING INSPECTIONS

700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5159
www.opelika-al.gov

Fiscal Year To Date Report - 2021

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	8	17
Plumbing Upgrades	2	10
Electrical Upgrades	11	22
Mechanical Upgrades	10	16
Reroofs And Roof Repairs	5	25
Mobile Home Services	0	1
Building Additions/Accessory Structures	2	24

Yearly Totals For Oct. 1st - Sept. 30th	
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
2019	\$ 111,553,698.66
2020	\$ 171,453,802.96

Total Permits Issued:

2	New Buildings: Commercial	\$ 1,559,786.20
11	Commercial Renovations And Repairs	\$ 3,974,836.00
13	Signs	\$ 170,564.70
32	New Single Family Homes	\$ 7,962,173.00
70	Residential Repairs And Renovations	\$ 1,094,407.51
0	New Apartment Units	\$ -
0	New Duplex Residences	\$ -
0	Total Building Permits Issued	\$ -

128

Permit Total Issued for FY 2021

\$ 14,761,767.41

JEFF KAPPELMAN
Chief Building Inspector



City of Opelika Building Inspections Department

October 2020 Monthly Building Permit Detail Report

Issue Date	Main Address	Work Class	Company	Valuation
10/1/2020	3117 NORTHGATE DR	Alteration	FREEMAN CONSTRUCTION LLC	\$ 5,958.00
10/1/2020	211 STEVENS ST	Accessory Buildings	Auburn Opelika Habit	\$ 1,000.00
10/1/2020	1400 DOUGLAS ST	Roofs	CAM CONTRACTING	\$ 4,589.00
10/1/2020	103 HAMER PL	Accessory Buildings	Daryl Taylor	\$ 2,599.00
10/1/2020	107 N 17TH ST	Alteration	A&E HOLDINGS LLC	\$ 2,423.00
10/1/2020	401 OVERLOOK DR	Alteration	Home Depot USA, Inc.- Mindy Winkler	\$ 7,044.00
10/1/2020	3205 TURKEY HILL CIR	Alteration	CHAMPION WINDOW CO OF BIRMINGHAM	\$ 26,900.00
10/1/2020	1100 JETER AVE	Roofs	ENCORE ROOFING INC	\$ 171,000.00
10/1/2020	304 WILLIAMSON AVE	Signs	EFFECTIVE SIGNS LLC	\$ 1,175.00
10/1/2020	614 N RAILROAD AVE	Addition	Lisa Ditchkoff	\$ 82,000.00
10/1/2020	3796 PEPPERELL PKWY A	Signs	SIGNS INC	\$ 3,700.00
10/1/2020	1306 CRAWFORD RD	New Single Family Detached	CLEARWATER HOMES LLC	\$ 187,545.00
10/1/2020	307 HILLCREST AVE	Roofs	SUPERIOR ROOFING CO	\$ 4,750.00
10/1/2020	2505 PARK ST	Roofs	A & P Holdings LLC	\$ 2,200.00
10/1/2020	1406 DOUGLAS ST	Alteration	WINDOWS USA LLC	\$ 6,000.00
10/1/2020	2700 BRITTANY LN	Porches	Phillip Coxwell	\$ 1,000.00
10/1/2020	2619 CORPORATE PARK DR	Signs	EFFECTIVE SIGNS LLC	\$ 4,779.00
10/1/2020	202 HILFLO AVE	Accessory Buildings	Chad Fullerton	\$ 3,300.00
10/1/2020	2506 PARK ST	Roofs	A & P Holdings LLC	\$ 2,200.00
10/1/2020	1302 BONITA AVE	Alteration	Hobbs Plumbing LLC	\$ 3,150.00
10/1/2020	2011 EXECUTIVE PARK DR STE1	Alteration	Manish Desai	\$ 12,800.00
10/1/2020	413 HIGHLAND AVE	Detached Garage	Mark Coxwell	\$ 12,000.00
10/1/2020	707 GROCE ST	Accessory Buildings	Michael Harris	\$ 1,800.00
10/1/2020	3619 ANDERSON RD	Roofs	NATIONAL HOMECRAFT OF COLUMBUS GA, LLC	\$ 17,200.00
10/1/2020	1500 FREDERICK RD	Roofs	MCCRORY CONTRACTING LLC	\$ 35,494.00
10/1/2020	402 ORCHARD AVE	Accessory Buildings	Robby Haynie	\$ 1,650.00

10/1/2020	2504 3RD AVE	Roofs	SUPERIOR ROOFING CO - Willy Lauderdale	\$ 3,000.00
10/1/2020	3203 NORTHGATE DR	Accessory Buildings	James Courts	\$ 4,289.00
10/1/2020	1401 PRESTON ST	Roofs	SUPERIOR ROOFING CO	\$ 5,510.00
10/1/2020	1812 WALNUT HILL LN	Alteration	RE-BATH OF THE SOUTHEAST	\$ 8,288.00
10/1/2020	3006 GROUSE AVE	Roofs	SUPERIOR ROOFING CO - Susan Meadows	\$ 3,500.00
10/1/2020	1820 BULL DURHAM ST	Alteration	J.T. Frazier	\$ 7,000.00
10/1/2020	2609 HALL CIR	Alteration	A&E HOLDINGS LLC	\$ 3,065.00
10/1/2020	1702 NORTHGATE DR	Roofs	TRIPLE B CONSTRUCTION LLC	\$ 10,994.21
10/1/2020	705 E TOWNE LAKE CIR	Accessory Buildings	Diana Hanson	\$ 3,194.00
10/1/2020	3114 ALUMNI LN	Roofs	SUPERIOR ROOFING CO	\$ 30,550.00
10/1/2020	1609 MERLE CIR	Accessory Buildings	Patricia Jackson	\$ 1,000.00
10/1/2020	1306 INDIA RD	Accessory Buildings	Sherren Blythe	\$ 4,600.00
10/1/2020	3800 FLINTWOOD LN	Roofs	SUPERIOR ROOFING CO	\$ 12,910.00
10/1/2020	2601 VILLAGE PROFESSIONAL DR	Signs	FRAVERT SERVICES	\$ 11,027.00
10/1/2020	2402 OLD COLUMBUS RD	Carport	Archie Reach	\$ 1,000.00
10/1/2020	3411 DALLAS AVE	Accessory Buildings	Mary Lindsey	\$ 2,419.80
10/1/2020	2770 ENTERPRISE DR	Signs	SIGNS INC	\$ 2,800.00
10/1/2020	3901 OAK BOWERY RD	Accessory Buildings	Carolyn Finley	\$ 1,825.00
10/1/2020	3205 TURKEY HILL CIR	Addition	Jack of All Trades	\$ 1,175.00
10/1/2020	2102 ROCKY BROOK RD	Roofs	AI'S ROOFING	\$ 6,200.00
10/1/2020	300 N 26TH ST	Roofs	SUPERIOR ROOFING CO	\$ 5,250.00
10/1/2020	1610 BRUCE AVE	Accessory Buildings	Brentonia Askew	\$ 3,000.00
10/1/2020	205 PRESTON CIR	Accessory Buildings	Adam Pierce	\$ 8,200.00
10/1/2020	200 BALLARD AVE	Alteration	SEARS HOME IMPROVEMENT PRODUCT	\$ 12,625.00
10/1/2020	1706 SPRUCE ST	Roofs	B&L ROOFING	\$ 5,500.00
10/1/2020	2611 PEPPERELL PKWY	Alteration	BIG BLUE CRAWFISH	\$ 500.00
10/1/2020	411 N 9TH ST	Alteration	GRACE DEVELOPMENTS LLC	\$ 4,450.00
10/1/2020	509 S 7TH ST	Alteration	KEN PYLANT	\$ 49,900.00
10/1/2020	2300 GATEWAY DR	Signs	Imaging Solutions USA	\$ 12,700.00
10/1/2020	515 FOX RUN PKWY	Roofs	PROFESSIONAL BUILDING SERVICES, LLC	\$ 200,000.00
10/1/2020	1902 NORMAN ST	Alteration	GOLD HILL CONSTRUCTION	\$ 2,995.00
10/1/2020	502 DUNLOP DR	Addition	EAST ALABAMA EXTERIOR SOLUTION	\$ 5,800.00

10/1/2020	1417 RIDGE RD	Roofs	SUPERIOR ROOFING CO- Michelle Wimbish	\$ 3,200.00
10/1/2020	2760 ENTERPRISE DR	New	STEWART/PERRY CO INC, THE	\$ 270,033.20
10/1/2020	200 S 6TH ST	Roofs	CITY OF OPELIKA	\$ 157,849.00
10/1/2020	1508 PRESTON ST	Roofs	SUPERIOR ROOFING CO- Greg Dykes	\$ 8,140.00
10/1/2020	2501 VILLAGE PROFESSIONAL DR	Signs	FRAVERT SERVICES	\$ 32,000.00
10/1/2020	1204 BROOKWOOD CIR	Accessory Buildings	Curtis Walker	\$ 6,000.00
10/1/2020	511 2ND AVE	Signs	FLORIDA CERTIFIED SIGN ERECTORS	\$ 18,000.00
10/1/2020	1105 NORTHWICK LN	Alteration	SUPERIOR ALTEING CO- MATT CARDEN	\$ 1,000.00
10/1/2020	1908 WAVERLY PKWY	Addition	SUPERIOR ADDIING CO- RICHARD LANDRY	\$ 8,250.00
10/1/2020	3016 MCKINLEY DR	Accessory Buildings	David Thomas	\$ 3,200.00
10/1/2020	407 WINTERBURN AVE	Alteration	B&B VINYL SIDING LLC	\$ 6,820.00
10/1/2020	4400 NORTH PARK DR	Signs	GOM PRINTING & SIGNS	\$ 7,333.70
10/1/2020	1704 HIGHLAND PL	Roofs	MCCRORY CONTRACTING LLC	\$ 3,900.00
10/1/2020	1509 ALBERT CT	Accessory Buildings	Bryan Reynolds	\$ 1,000.00
10/1/2020	1822 PEPPERELL PKWY SIGN	Signs	HORN ADVERTISING	\$ 60,500.00
10/1/2020	1801 JOLLIT AVE	Roofs	SUPERIOR ROOFING CO- Bradley Bearden	\$ 4,600.00
10/1/2020	2460 ENTERPRISE DR	Signs	BUCHANAN SIGNS & LIGHTING LLC- Stacy Buchanan	\$ 5,000.00
10/2/2020	18 EASY ST	Alteration	SUPERIOR ALTEING CO- Emily Keys	\$ 17,000.00
10/2/2020	2000 PEPPERELL PKWY	Alteration	BAILEY HARRIS CONST CO- James Bennett	\$ 3,374,592.00
10/2/2020	3177 EAGLE TRL	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 194,881.00
10/5/2020	204 HALL AVE	Roofs	ANCHOR ROOFING	\$ 5,300.00
10/6/2020	1450 FOX RUN PKWY	New	WB CONSTRUCTION	\$ 1,289,753.00
10/6/2020	2050 HIDDEN LAKES DR	New Single Family Detached	HOLLAND HOMES LLC	\$ 386,038.00
10/7/2020	209 LANCELOT LN	Accessory Buildings	John Price	\$ 37,500.00
10/7/2020	4801 NORTH PARK DR	Fire Alarm	MCCOY FIRE & SAFETY INC	\$ -
10/7/2020	2319 JEWELS WAY	Accessory Buildings	Sidney Finley	\$ 2,081.00
10/8/2020	4911 STONEWALL RD	Addition	J MANIFOLD CONSTRUCTION	\$ 410,000.00
10/9/2020	2707 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC- Mike Marsh	\$ 240,032.00
10/9/2020	2713 EASTPOINT WAY	Accessory Buildings	Joe Folds	\$ 4,970.50
10/9/2020	2803 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC- Mike Marsh	\$ 244,023.00
10/9/2020	2604 BRITTANY LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC- Mike Marsh	\$ 176,628.00
10/9/2020	2712 HUNTER ALY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC- Mike Marsh	\$ 221,150.00

10/9/2020	910 GWYNNE'S WAY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC- Mike Marsh	\$	226,776.00
10/9/2020	909 GWYNNE'S WAY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC- Mike Marsh	\$	254,712.00
10/9/2020	2808 JACKSON ST	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC- Mike Marsh	\$	221,150.00
10/12/2020	706 RUSTIC ST	Accessory Buildings	Ted Cristobal	\$	6,590.00
10/12/2020	401 TWIN LAKES AVE	Roofs	B&L ROOFING	\$	4,500.00
10/14/2020	1804 THOMASON DR	Signs	SOUTHERN SIGNCRAFTER INC	\$	8,550.00
10/15/2020	715 AVENUE D	Roofs	DOUG HORN ROOFING- Jeremy Crowder	\$	9,200.00
10/16/2020	1837 NIGHTSONG LN	New Single Family Detached	STONE MARTIN BUILDERS	\$	260,672.00
10/16/2020	845 VIOLET LN	New Single Family Detached	STONE MARTIN BUILDERS	\$	280,233.00
10/16/2020	1633 HONEYCOMB DR	New Single Family Detached	STONE MARTIN BUILDERS	\$	286,011.00
10/16/2020	1832 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC- Travis Lowe	\$	312,716.00
10/16/2020	1641 HONEYCOMB DR	New Single Family Detached	STONE MARTIN BUILDERS	\$	253,689.00
10/16/2020	1953 CANNON GATE DR	New Single Family Detached	STONE MARTIN BUILDERS	\$	245,760.00
10/16/2020	2007 CANNON GATE DR	New Single Family Detached	STONE MARTIN BUILDERS	\$	314,993.00
10/16/2020	1625 HONEYCOMB DR	New Single Family Detached	STONE MARTIN BUILDERS	\$	244,036.00
10/16/2020	1602 MORRIS AVE	Roofs	SOUTHEAST RESTORATION GROUP OF- Chris Deloach	\$	12,687.00
10/16/2020	2390 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS	\$	187,976.00
10/16/2020	715 AVENUE D	Alteration	SUPERIOR ALTEING CO- Bert Harris	\$	20,000.00
10/16/2020	727 BUSH CREEK DR	New Single Family Detached	STONE MARTIN BUILDERS	\$	208,011.00
10/20/2020	1834 MORNING GLORY DR	New Single Family Detached	STONE MARTIN BUILDERS	\$	245,760.00
10/21/2020	2400 GATEWAY DR	Signs	DORRIS SIGN INC	\$	3,000.00
10/21/2020	3008 FREDERICK RD A	Roofs	DORRIS SIGN INC	\$	7,200.00
10/21/2020	1808 WAVERLY PKWY	Roofs	SUPERIOR ROOFING CO- Gene Earnst	\$	3,000.00
10/22/2020	413 S 4TH ST	Alteration	GOLD HILL CONSTRUCTION	\$	9,935.00
10/22/2020	11 OLD COLUMBUS RD	Addition	EAST ALABAMA PAVING CO INC	\$	55,190.00
10/23/2020	743 BUSH CREEK DR	New Single Family Detached	STONE MARTIN BUILDERS- Marie Butler	\$	212,640.00
10/23/2020	2257 SHERWOOD DR	New Single Family Detached	STONE MARTIN BUILDERS- Marie Butler	\$	212,546.00
10/23/2020	759 BUSH CREEK DR	New Single Family Detached	STONE MARTIN BUILDERS- Marie Butler	\$	258,722.00
10/23/2020	1734 CANNON GATE DR	New Single Family Detached	STONE MARTIN BUILDERS- Marie Butler	\$	244,036.00
10/23/2020	1698 HONEYCOMB DR	New Single Family Detached	STONE MARTIN BUILDERS- Marie Butler	\$	394,973.00
10/24/2020	3008 FREDERICK RD A	Fire Alarm	PCI TECHNOLOGIES	\$	-
10/26/2020	3410 EAGLE TRL	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$	189,486.00

10/27/2020	2411 GATEWAY DR	Porches	ROYALTY COMPANIES OF INDIANA INC- LeAnn Sweet	\$ 28,311.00
10/28/2020	2411 GATEWAY DR	Roofs	ROYALTY COMPANIES OF INDIANA INC- LeAnn Sweet	\$ 28,311.00
10/28/2020	3504 TREVON CT	New Single Family Detached	MOORES CONSTRUCTION	\$ 264,396.00
10/28/2020	1178 WILLOW VIEW DR	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	\$ 221,466.00
10/28/2020	1604 S UNIROYAL RD	New Single Family Detached	EDGAR HUGHSTON BUILDER INC- Travis Lowe	\$ 312,716.00
10/30/2020	1691 AZALEA CT	New Single Family Detached	STONE MARTIN BUILDERS	\$ 245,760.00
10/30/2020	646 HIGH DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 212,640.00
10/30/2020	1402 BITTERNE CT	Roofs	TRIPLE B CONSTRUCTION LLC	\$ 13,120.00
				\$ 14,761,767.41

Jeff Kappleman, Chief Building Inspector





City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/17/20 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

MAYOR'S REMARKS (ID # 4424)

DOC ID: 4424

Proclamation for Small Business Saturday on 11-28-20.



From the Governing Body of
Opelika, Alabama



Proclamation



WHEREAS, the government of Opelika, Alabama, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7% of all firms with paid employees in the United States, are responsible for 64.9% of net new jobs created from 2000 to 2018; and

WHEREAS, small businesses employ 47.3% of the employees in the private sector in the United States, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65% of U.S. small business owners said it would be most helpful to their business to have their “regulars” return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small® and support their community; and

WHEREAS, 96% of consumers who shopped on Small Business Saturday® agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

WHEREAS, 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and

WHEREAS, Opelika, Alabama supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

NOW, THEREFORE, I, GARY FULLER, Mayor of the City of Opelika, Alabama by virtue of the authority vested in me, proclaim November 28, 2020 as:

“Small Business Saturday”

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Opelika, Alabama, to be affixed this the 17th day of November 2020.

Gary Fuller
Mayor, City of Opelika

ATTEST

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 4425)**

Meeting: 11/17/20 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4425

Request from Main Street / Chamber of Commerce for Snow Much Fun Christmas Extravaganza on 12-5-20.



November 6, 2020

Dear Russell,

Opelika Main Street is submitting a street/sidewalk closure request on behalf of the Opelika Chamber of Commerce on December 5 for the Snow Much Fun Christmas Extravaganza event.

We request these areas to be closed from 12:00PM-6PM:

- Avenue A from S. 9th Street to S. 8th Street
- S. 9th Street from Avenue A to Avenue B
- Avenue B from S. 9th Street to S. 8th Street
- All Courthouse Square parking spaces

We request this additional street to be closed from 5:00PM-6:00PM:

- S. 9th Street from Avenue A to the railroad tracks

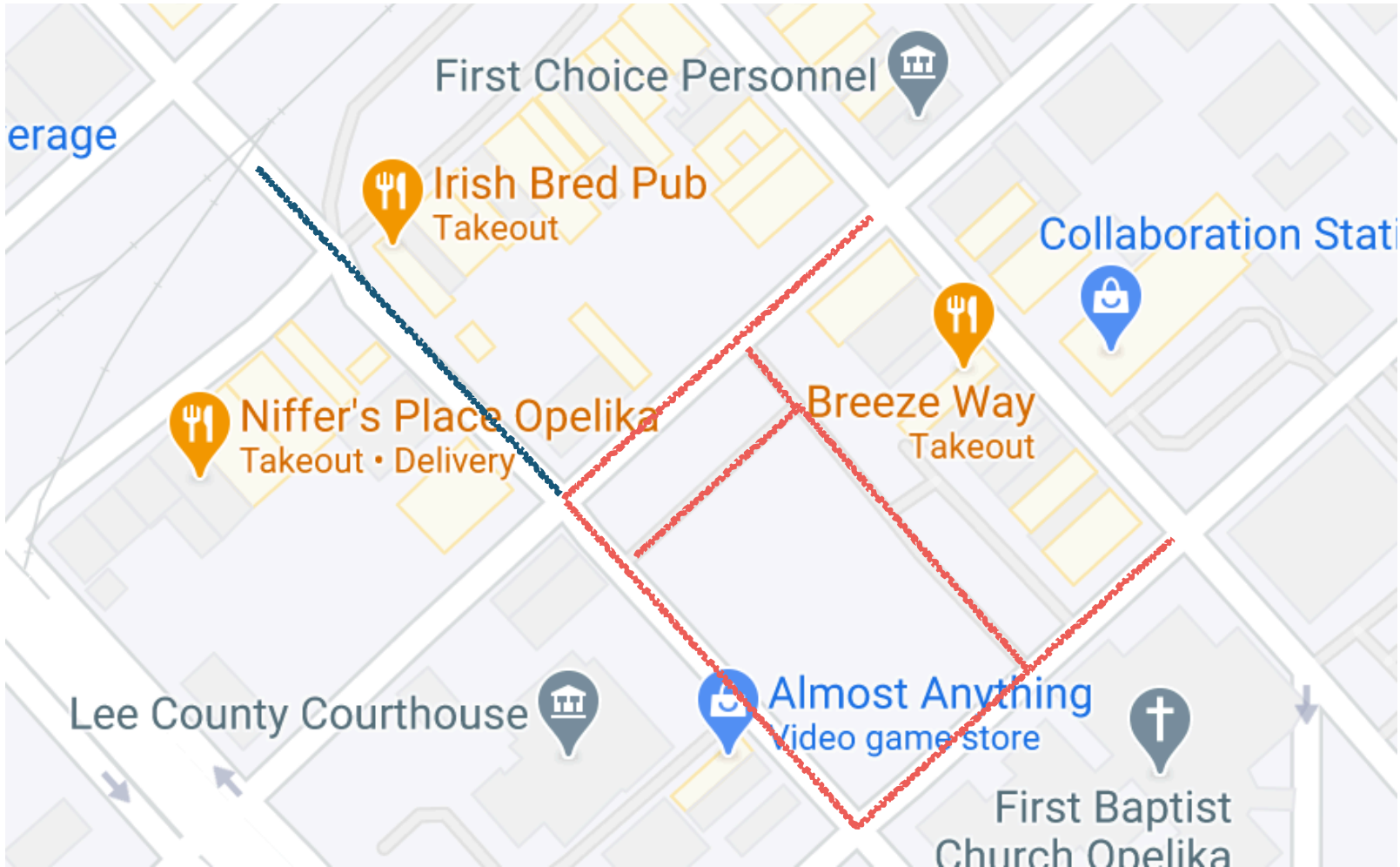
The map of the streets requested is attached. This event is meant to provide a socially-distant way for local families to enjoy the holiday season. Downtown businesses will also get heavy exposure from the large foot traffic.

Opelika Chamber of Commerce staff will consult with Mike Hilyer a week in advance to request barricades.

Thank you for your consideration,

Ken Ward
Executive Director Opelika Main Street

cc: Ali Rauch, Opelika Chamber of Commerce President





City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4436)

Meeting: 11/17/20 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4436

Request from Main Street for Christmas in a Railroad Town on 12-11-20.



November 12, 2020

Dear Russell,

Opelika Main Street is submitting a street/sidewalk closure request for the 2020 Christmas In A Railroad Town event on December 11.

We request these areas to be closed from 4:00PM-10PM:

- South Railroad Ave. between 9th Street and 7th Street

We request these additional streets to be closed from 5:00PM-10:00PM:

- S. 9th Street from Avenue B to the railroad tracks

- S. 8th Street from Avenue B to Avenue A

- Avenue A from S. 8th Street to S. 9th Street

We request these additional streets to be closed from 5:30PM-10:00PM:

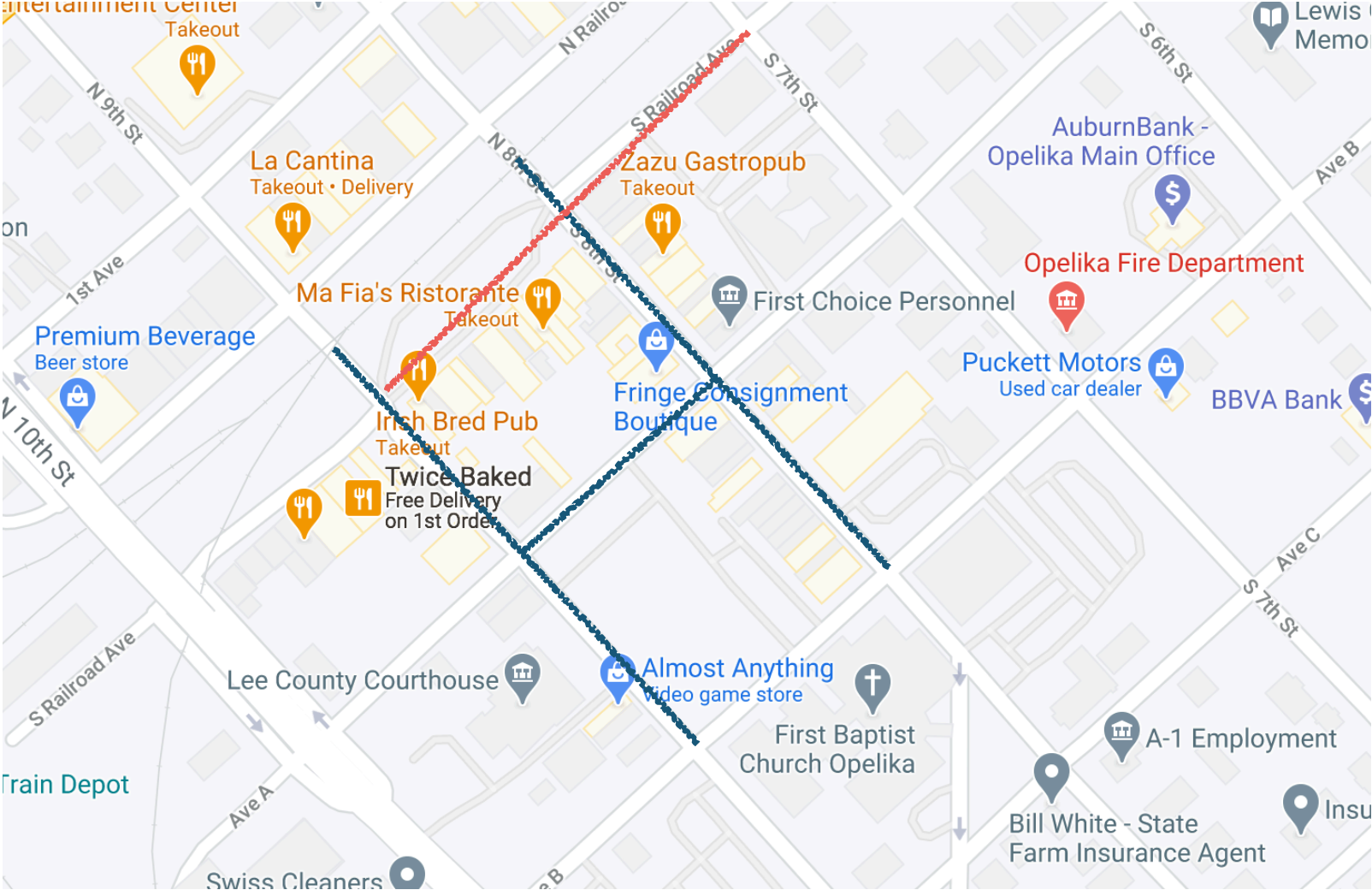
- S. 8th Street from Avenue A to the railroad tracks

The map of the streets requested is attached. This event is meant to provide a socially-distant way for local families to enjoy the holiday season. Downtown businesses will also get heavy exposure from the large foot traffic.

Opelika Main Street will consult with Mike Hilyer a week in advance to request barricades.

Thank you for your consideration,

Ken Ward
Executive Director Opelika Main Street



Attachment: CRRT 2020 Street Closure Map (4436 : Request from Main Street for Christmas in a Railroad

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 4417)**

Meeting: 11/17/20 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

DOC ID: 4417

Request Alcohol License - Brick and Spoon Restaurant Retail Liquor and Beer On-Premise License.



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4330)

Meeting: 11/17/20 07:00 PM

Department: Planning

Category: Zoning

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 4330

Public Hearing - Rezoning, 89.5 Acres, 900 Block N Uniroyal Road.

The applicant is requesting rezoning 89.5 acres from a R-1 (low density residential) to R-2 (medium density) zoning district. The property owner requesting rezoning also owns the adjacent property on the north side that is zoned R-2. The applicant plans to construct about 250 single family homes on the 89.5 rezoning property. Lot sizes and lot widths will be consistent with the Towne Lake PUD - a single family home development; Towne Lake is adjacent to the rezoning property across North Uniroyal Road. Towne Lake lots are 13,000 square feet or larger; lot width at least 85 feet; in comparison, the minimum lot size in the R-2 zone is 15,000 sf & minimum lot width 80 feet. Adjacent properties on the east and south side are single family homes on large lots (2+ acres) and one 166 acre rural parcel; these lots are in a R-1 zone. The adjacent properties on the north side of Ridge Road are in a R-2 zone. At the September 22nd meeting, the Planning Commission voted 6 to 0 (two abstain) to send a positive recommendation to City Council to rezone the property from R-1 to R-2. A Planning Commission report and maps are attached. This rezoning was reviewed by CC at the October 6th CC WS.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, November 17, 2020, at 7:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, 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. 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

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

Section 1. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a R-1 District (Rural District) to a R-2 District (Low Density Residential District), the parcel of land hereinafter described:

All of the following described property lying to the south of the section line dividing Sections 3 and 10, 19N, Range 27E in Lee County, Alabama, to wit:

From the Northeast corner of the Northwest Quarter of Section 10, Township 19 North, Range 27 East, in Lee County, Alabama, thence run Westerly along the North Section line of said Section 10 for 435 feet; thence run South 570 feet; thence run West 395 feet to said point of beginning; thence continue Westerly for 1,750 feet, more or less, to the Easterly margin of North Uniroyal Road; thence run Northerly

along the Easterly margin of said road for 2,430 feet, more or less, to the intersection of Ridge Road with North Uniroyal Road; thence leaving said margin of said road run South 37 degrees 32 minutes East for 610.3 feet; thence run South 54 degrees 10 minutes East for 135.6 feet; thence run South 87 degrees 29 minutes East for 674.6 feet to the Southerly margin of Ridge Road; thence continuing along said margin of said road run South 59 degrees 21 minutes East for 565.2 feet; thence along a curve to the left, the radius of said curve being 867.05 feet for 205.2 feet; thence leaving said margin of said road run South 29 degrees 25 minutes West for 107.6 feet; thence run South 44 degrees 00 minutes East for 260.0 feet; thence run South 50 degrees 00 minutes East for 600.4 feet; thence run South 1 degree 10 minutes East for 542.2 feet; thence run South 18 degrees 15 minutes East for 2,233.5 feet; thence run West for 1,599.3 feet; thence run North 1,869.9 feet to said point of beginning.

The above-described property, lying in Section 10, Township 19N, Range 27E in Lee County, Alabama, contains approximately 89.5 acres and is located in the 900 Block of North Uniroyal Road, Opelika, Alabama.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published 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 Kevin Rice, the City's ADA Coordinator, at 334-705-2083 two (2) working days prior to the meeting if you require special accommodations due to any disability.

WITNESS my hand this the 14th day of October, 2020.

/s/ Russell A. Jones

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Please publish the foregoing Notice one (1) time in the October 14, 2020, issue of your paper.

/s/ Russell A. Jones

CITY CLERK

City of Opelika

Planning Commission Report

Action Requested: Rezoning - 89.5 acres from R-1 to R-2

Location of Property: 900 block of North Uniroyal Road

Property Owner(s): Phylis H. Floyd
Joseph P. Long, Inc., authorized representative

Current Zoning: R-1 (Residential, rural)

Proposed Zoning: R-2 (Low density residential)

Existing Land Use: Undeveloped

Surrounding Zoning Districts

And Land Uses:	North	R-2	Undeveloped
	South	R-1	Undeveloped
	East	R-1	Undeveloped
	West	PUD	Residential - Towne Lake Plan Unit Development

Rezoning

The applicant is requesting rezoning 89.5 acres of a 154.7 acre parcel from an R-1 (residential, rural) zoning district to a R-2 (low density residential) zoning district. The north section or 65.2 acres of the applicant's 154.7 acre parcel is currently in a R-2 zoning district and in a low density residential land use category on the FLUM (Future Land Use Map). The applicant is requesting a R-2 zone for the south section of the property.

The adjacent properties on the east and south side of the rezoning property are single family homes on large lots (2+ acres) or undeveloped rural property (166 acres); these properties are zoned R-1. The north section of the same property is in a R-2 zone and the adjacent properties on the north side of Ridge Road are in a R-2 zone. The adjacent properties across the street (North Uniroyal Road) from the rezoning property is the Towne Lake PUD residential development. The Towne Lake PUD was approved in 2000. Currently, about 100 single family homes have been constructed; Towne Lake will have a total of 200 homes when complete.

Staff Recommendation

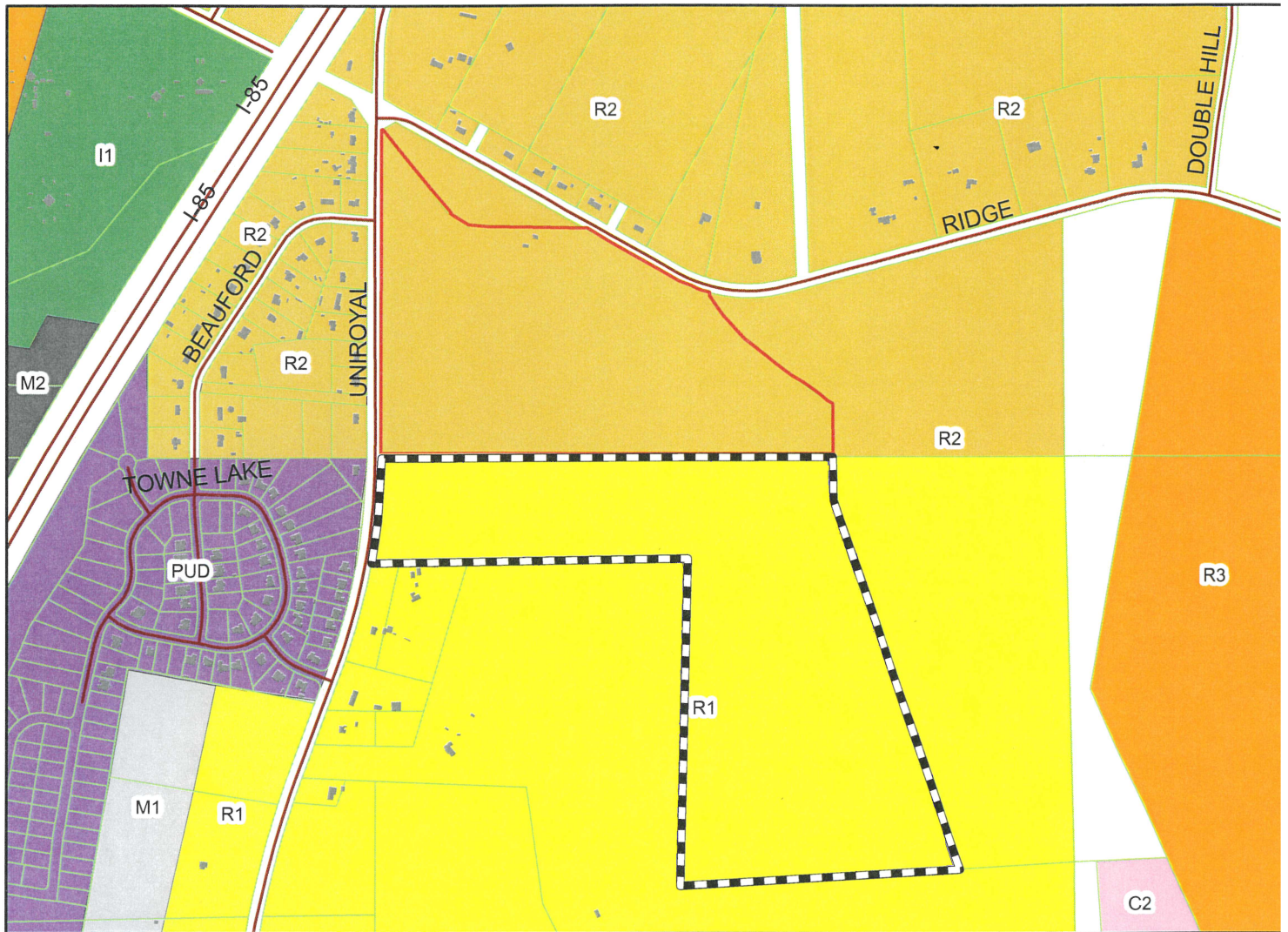
The applicant plans to construct single family homes on the rezoning property that are consistent in lot size & lot width with the Towne Lake PUD - a single family home development. The lot sizes in the adjacent section of Towne Lake are 13,000 square feet or larger & lot width is at least 85 feet; the R-2 zoning district requires a minimum 15,000 sf lot & 80 foot lot width. It appears the success of the Towne Lake PUD enhanced residential growth in this area of Opelika and

opportunities for more single family homes. Staff believes the impact of the rezoning property to the adjacent and surrounding properties is minimal and reasonable.

Staff recommends Planning Commission send a positive recommendation to the City Council to rezone the property from R-1 to R-2.

At the September 22nd meeting, the Planning Commission voted 6 to 0 (two abstain) to send a positive recommendation to the City Council to rezone the 89.5 acre property from an R-1 to R-2 rezoning district.

**JOSEPH P. LONG, INC. REZONING
900 BLOCK NORTH UNIROYAL ROAD
R-1 TO R-2**



The applicant is requesting rezoning 89.5 acres R-2. An adjacent 66 acre parcel is owned by the same property owner and currently zoned R Single family homes are proposed for the property



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used for any other purpose.

Packet Pg. 48

Attachment: 4969 (4330 : Public Hearing - Rezoning, 89.5 Acres, 900 Block N Uniroyal Road.)



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4332)

Meeting: 11/17/20 07:00 PM

Department: Planning

Category: Zoning

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 4332

Public Hearing - Rezoning, 38.3 Acres, 3000 Block Columbus Pkwy.

The applicant is requesting rezoning 38.3 acres from R-1 (low density residential) to a R-3 (medium density) zoning district subject to City Council approval of annexing the 38.3 acres. The rezoning property is accessed from Columbus Parkway. The adjacent properties on all sides of subject property are rural & undeveloped or single family homes on large lots. The adjacent property on the west side of the rezoning property is undeveloped, in the City limits, and zoned R-2. The applicant is requesting a R-3 zoning district that allows a minimum 10,000 sf lot and minimum 70 foot lot width. The applicant plans to construct 107 single family homes. Planning believes that the R-3 rezoning request is appropriate given that the proposed density is near the maximum 2.5 dwelling units per acre allowed in the R-2 zone; the proposed density is 2.79 dwelling units per acre. At the September 22nd meeting, the Planning Commission (PC) voted 6 to 0 (two abstain) to send a positive recommendation to CC to rezone the property. A PC Report and map are attached. This rezoning was reviewed by CC at the October 6th CC WS.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, November 17, 2020, at 7:00 p.m. in the Courtroom of the Opelika Municipal Court Building, 300 Martin Luther King Boulevard, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to pre-zone certain real property located at 3001 Columbus Parkway (U.S. Highway 280 East) within the unincorporated area of Lee County, Alabama, to a R-3 District (Low Density Residential District). At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. _____

ORDINANCE TO PRE-ZONE PROPERTY LOCATED AT 3001 COLUMBUS PARKWAY (U.S. HIGHWAY 280 EAST)

WHEREAS, Barbara F. Van Hooser, as the owner of certain real property located at 3001 Columbus Parkway within the unincorporated area of Lee County, Alabama, has requested that said property be pre-zoned to a R-3 District (Low Density Residential District) prior to annexing into the City of Opelika; and

WHEREAS, said real property is located on the south margin of Columbus Parkway (U.S. Highway 280 East), and is more particularly described as follows:

Commence at the Northeast Corner of Section 15, Township 19 North, Range 27 East to Lee County, Alabama, and run thence South along the East line of said Section 15 for 1,131.0 feet to a point on the Southerly margin of U.S. Highway #280, this being the point of beginning of the tract of land here to be described and conveyed; from said point of beginning, continue South along the East line of said Section 15 for 1,561 feet to a point; run thence West for a distance of 1,320.7 feet to a point; run thence North 00 degrees 41 minutes West for a distance of 1,091 feet to a point; run thence East for a distance of 742.3

feet to a point; run thence North for a distance of 550.1 feet to a point on the Southerly margin of U.S. Highway #280, run thence South 82 degrees 00 minutes East a distance of 597.2 feet to the point of beginning.

The above described property contains 38.3 acres, more or less, and is located at 3001 Columbus Parkway (U.S. Highway 280 East).

;and

WHEREAS, at the regular meeting of the Planning Commission on September 22, 2020, the Commission did recommend to the City Council that said property be zoned to R-3; and

WHEREAS, due notice of said proposed pre-zoning has been provided to the public as required by law through publication; and

WHEREAS, the City Council of the City of Opelika after due consideration, and upon consideration of the recommendation of the Planning Commission, finds and determines that the application for pre-zoning of the above described real property is proper and in the best interest of the citizens of the City of Opelika, Alabama.

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

Section 1. **Zoning.** That the above-described real property is hereby pre-zoned to a R-3 District (Low Density Residential District). Upon annexation of said property, the property shall be assigned the R-3 district and the zoning ordinance and zoning map shall be amended to reflect said zoning. Should the annexation not occur prior to the expiration of this pre-zoning as set forth in Section 4, this pre-zoning shall have no effect and the property shall remain in the unincorporated area of Lee County, Alabama.

Section 2. **Repealer.** All other City ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed.

Section 3. **Severability.** The provisions of this Ordinance are severable. If any provision, section, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not effect or impair the remainder of said Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence or part thereof separately and independently of each other.

Section 4. **Effective Date and Expiration Date.** This Ordinance and, in particular the pre-zoning shall take effect after the date of its approval by the City Council of the City of Opelika and publication as required by law. Pursuant to the *Code of Alabama* (1975), §11-52-85, the zoning of the property shall become effective upon the date the territory is annexed into the corporate limits. If any portion of the territory is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law, then this pre-zoning shall be null and void. Should the pre-zoning become null and void, the applicant may reapply for pre-zoning at any time as long as an annexation petition is pending.

Section 5. **Publication.** This ordinance shall be published as provided by law in a newspaper of general circulation in the City of Opelika, 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 Kevin Rice, the City's ADA Coordinator, at 334-705-2083 two (2) working days prior to the meeting if you require special accommodations due to any disability.

WITNESS my hand this the 14th day of October, 2020.

/s/ Russell A. Jones

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Please publish the foregoing Notice one (1) time in the October 14, 2020, issue of your paper.

/s/ Russell A. Jones

CITY CLERK

CITY OF OPELIKA

Planning Commission Report

Action Requested: Annexation - 38.3 Acres

Location of Property: 3000 block Columbus Parkway (East)

Property Owner: Barbara Van Hooser
Michael T. Johnston, authorized representative

Current Zoning: PJ (Planning Jurisdiction)

Existing Land Use: Vacant/Undeveloped

**Adjacent Zoning/
Land Use:**

North	C-2, GC-P, R-1, and Planning Jurisdiction
South	PJ Planning Jurisdiction
East	PJ Planning Jurisdiction
West	R-2 Undeveloped

Staff Comments

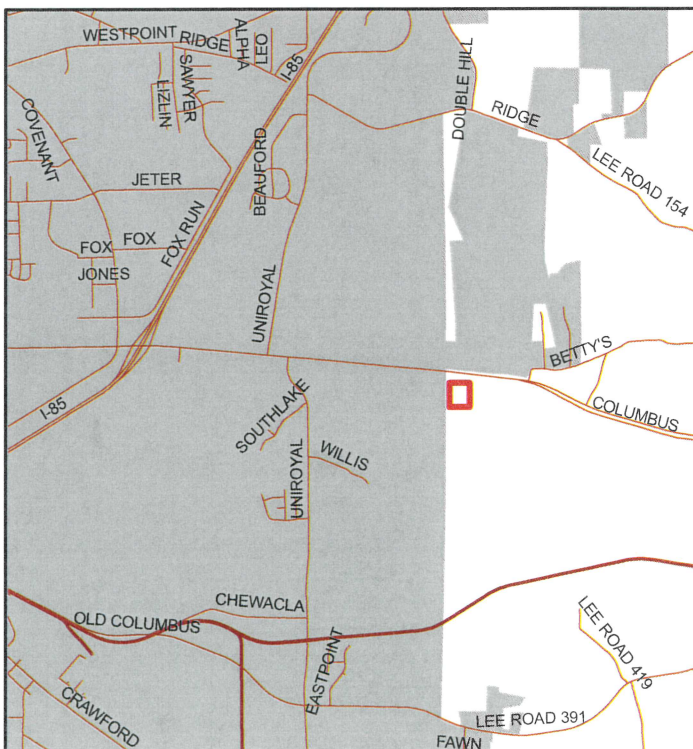
The applicant is requesting annexation of 38.3 acres into the City of Opelika. The subject property has about 550 feet of frontage on Columbus Parkway located one mile east of the intersection of South Uniroyal Road & Columbus Parkway. The property is adjacent to the Opelika city limits along the north and west property lines. The property is undeveloped; the applicant plans to construct 107 single family homes if the subject property is rezoned to R-3. (*Agenda item 4c is a request for preliminary plat approval for the lots.*) Public sewer is accessible to the property. The Zoning Ordinance provides that annexed properties are automatically zoned R-1, but in this case, the applicant is requesting rezoning from R-1 to R-3. (*The next agenda item 4b is the rezoning public hearing.*) If City Council approves the annexation, then a Council public hearing will be held to rezone the 38.3 acres from R-1 to R-3.

Recommendation

Planning staff recommends a positive recommendation be sent to City Council to annex the 38.3 acres into the City.

At the September 22nd meeting, the Planning Commission voted 7 to 0 (one abstain) to send a positive recommendation to City Council to annex 38.3 Acres; the zoning district requested and recommended by the Planning Commission is R-3.

MICHAEL JOHNSTON - ANNEXATION & REZONING 3000 BLOCK COLUMBUS PARKWAY EXHIBIT B



The applicant is requesting annexation of 38.3 acres and a R-3 zone for the annexed property. The applicant plans to construct 107 single family homes.



Subject Property

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City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 4442)

Meeting: 11/17/20 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

DOC ID: 4442

Request from Main Street for La Cantina Sidewalk Closure on 11-28-20.



November 17, 2020

Dear Russell,

Opelika Main Street is requesting that the council approve a sidewalk closure on November 28 for La Cantina.

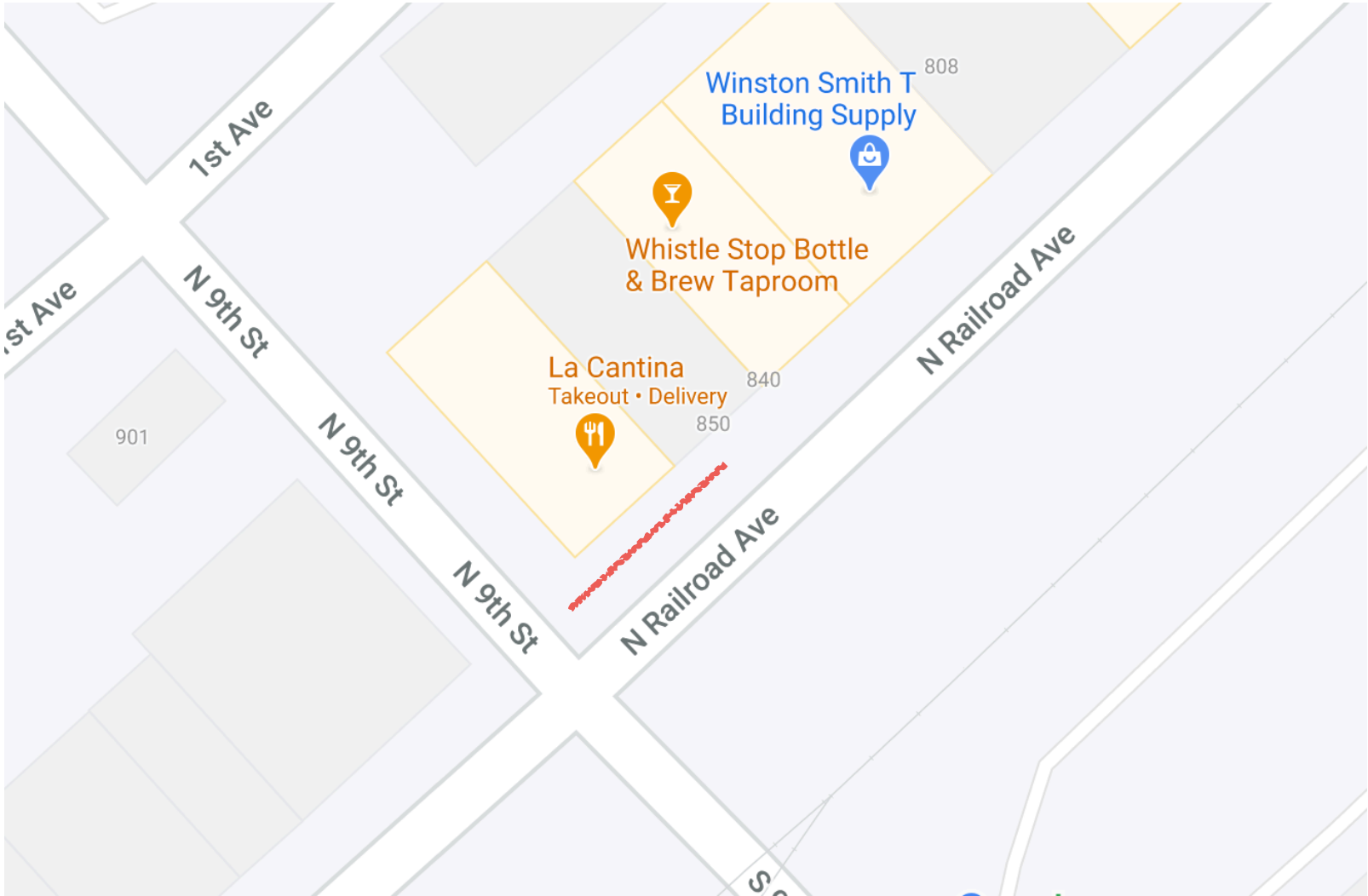
The impacted areas would be: the sidewalk in front of their restaurant along North Railroad Avenue.

November 28: 1:30PM-9PM

The sidewalk closure will allow them a space to set up a grill and several tables to serve guests downtown for the outdoor game day viewing event.

Thank you for your consideration,

Ken Ward
Executive Director Opelika Main Street





City Council

204 South 7th Street
Opelika, AL

SCHEDULED

BIDS 299-20

Meeting: 11/17/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4419

Influent Sewer Rerouting for Eastside WWTP - PW.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Influent Sewer Rerouting for Eastside WWTP for the Public Works Department; and

WHEREAS, Crawford Grading & Pipeline, Inc. submitted the lowest bid meeting specifications; and

WHEREAS, funds are coming from the Wastewater Collection Fund;

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

1. That the contract be awarded to Crawford Grading & Pipeline, Inc. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Crawford Grading & Pipeline, Inc. in the total amount of \$182,375.00.
3. That the Controller be authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the _____ day of _____, 2020.

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

ATTEST:

Bids 299-20

Meeting of November 17, 2020

Russell A. Jones
City Clerk

FACT SHEET

SUBJECT: Sealed Bid – Bid #21001 – We are asking the Council to approve a contract for Influent Sewer Rerouting for Eastside WWTP

FACTS:

- Bid opening date – 10/26/20
- User Department – Public Works
- The bid was mailed to 21 vendors
- 2 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Crawford Grading & Pipeline, Inc. on their low bid meeting specifications in the amount of \$182,375.00.**

BID# 21001 DATE: 11/9/20 DEPT: PUBLIC WORKS		21 VENDORS INVITED		
DESCRIPTION: INFLUENT SEWER REROUTING FOR EASTSIDE WWTP		2 BIDS RECEIVED		
VENDOR	TOTAL	ALT BID TOTAL	TERMS	DISCOUNT
4D INCORPORATED				
BANKS REFRIGERATION				
BEACON GRAPHICS SYSTEMS				
CAPITOL CONTROL CO INC				
CRAWFORD GRADING & PIPELINE INC	\$ 182,375.00	--	--	--
DORR-OLIVER EIMCO PROCESS EQUIPMENT				
EAST AL PAVING CO INC				
HACH COMPANY				
JIM HOUSE & ASSOCIATES				
LAGRANGE WINNELSON				
NASCO				
NELSON ELECTRIC MOTORS				
PANELS DIRECT				
PUMP & PROCESS EQUIPMENT INC				
ROTO-ROOTER SEWER & DRAIN				
SILVERS SALES INC				
TEMPLE INC				
UNITED POWER SERVICES INC				
VELLANO BROS INC				
WILHITE ENTERPRISES INC				
YSI INC				
Webb Utilities & Construction LLC	\$ 256,430.00	--	--	--



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 300-20

Meeting: 11/17/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4418

Bypass Pump Installation - Uniroyal Lift Station - PW.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Bypass Pump Installation - Uniroyal Lift Station for the Public Works Department; and

WHEREAS, Schmidt Environmental Construction, Inc. submitted the lowest bid meeting specifications; and

WHEREAS, funds are coming from the Wastewater Collection Fund;

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

1. That the contract be awarded to Schmidt Environmental Construction, Inc. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Schmidt Environmental Construction, Inc. in the total amount of \$230,100.00.
3. That the Controller be authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the _____ day of _____, 2020.

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

ATTEST:

Bids 300-20

Meeting of November 17, 2020

Russell A. Jones
City Clerk

Council Meeting: 11/17/20

FACT SHEET

SUBJECT: Sealed Bid – Bid #20036 – We are asking the Council to approve a contract for Bypass Pump Installation – Uniroyal Lift Station

FACTS:

- Bid opening date – 10/26/20
- User Department – Public Works
- The bid was mailed to 21 vendors
- 2 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Schmidt Environmental Construction, Inc. on their low bid meeting specifications in the amount of \$230,100.00.**

Lillie Finley

1

11/9/20

BID# 20036 DATE: 10/26/20 DEPT: PUBLIC WORKS			21 VENDORS INVITED	
DESCRIPTION: BYPASS PUMP INSTALLATION - UNIROYAL LIFT STATION			2 BIDS RECEIVED	
VENDOR	TOTAL	ALT BID TOTAL	TERMS	DISCOUNT
4D INCORPORATED				
BANKS REFRIGERATION				
BEACON GRAPHICS SYSTEMS				
CAPITOL CONTROL CO INC				
CRAWFORD GRADING AND PIPELINE INC				
DORR-OLIVER EIMCO PROCESS EQUIPMENT				
EAST AL PAVING CO INC				
HACH COMPANY				
JIM HOUSE & ASSOCIATES				
LAGRANGE WINNELSON				
NASCO				
NELSON ELECTRIC MOTORS				
PANELS DIRECT				
PUMP & PROCESS EQUIPMENT INC				
ROTO-ROOTER SEWER & DRAIN				
SILVERS SALES INC				
TEMPLE INC				
UNITED POWER SERVICES INC				
VELLANO BROS INC				
WILHITE ENTERPRISES INC				
YSI INC				
Schmidt Environmental Construction, Inc.	\$ 230,100.00	--	--	--
Webb Utilities & Construction LLC	\$ 258,373.23	--	--	--

RESOLUTION NO. 301-20

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Lot	Football Shoulder Pads-31	NA
2.	1	Lot	Football Helmets-34	NA

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

APPROVED AND ADOPTED this the _____ day of _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk

RESOLUTION NO. 302-20

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
-----	-----	-----
George Allen	Legislative	\$74.52
Todd Rauch	Legislative	\$93.00
Erica Norris	Legislative	\$168.84
Robert Lofton	Legislative	\$248.46
Guy F. Gunter III	Legal	\$728.10
Ben Hand	Municipal Court	\$822.15

-) 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 _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk

EXPENSE REPORT

NAME

George Allen

DEPARTMENT

Legislative

PERIOD ENDING

10/31/2020

DAY	CITY AND STATE	LODGING	TRANSPORTATION				AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT			BREAKFAST	LUNCH	DINNER			
SUN													0.00
MON													0.00
TUE 10/27/20	Opelika, AL to Montgomery, AL						37.26						37.26
WED 10/28/20													0.00
THU 10/29/20	Montgomery, AL to Opelika, AL						37.26						37.26
FRI													0.00
SAT													0.00
WEEKLY CATEGORY TOTALS \$								0.00	0.00	0.00	0.00	0.00	74.52

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

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Alabama League of Municipalities Orientation and Leadership Conference.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
7/20	Opelika, AL to Montgomery, AL	37.26
9/20	Montgomery, AL to Opelika, AL	37.26

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee - George Allen

Legislative Dept.

SIGNATURE

13.2.a

EXPENSE REPORT

NAME

Todd Rauch

DEPARTMENT

Legislative

PERIOD ENDING

10/31/2020

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE 10/27/20	Opelika, AL to Montgomery, AL					37.26		18.48				55.74
WED 10/28/20												0.00
THU 10/29/20	Montgomery, AL to Opelika, AL					37.26						37.26
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$												93.00

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

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Alabama League of Municipalities Orientation and Leadership Conference.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
7/20	Opelika, AL to Montgomery, AL	37.26
9/20	Montgomery, AL to Opelika, AL	37.26

Employee - Todd Rauch

Legislative Dept.

Todd Rauch
SIGNATURE

13.2.a

EXPENSE REPORT

PERIOD ENDING

10/31/2020

DEPARTMENT

Legislative

NAME

Erica Norris

DAY	CITY AND STATE	LODGING	TRANSPORTATION				AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	BREAKFAST		LUNCH	DINNER				
SUN												0.00	
MON												0.00	
TUE 10/27/20	Round Trip to Montgomery, AL					74.52		19.80				94.32	
WED 10/28/20	Round Trip to Montgomery, AL					74.52						74.52	
THU												0.00	
FRI												0.00	
SAT												0.00	
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	149.04	0.00	19.80	0.00	0.00	0.00	168.84	

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Alabama League of Municipalities Orientation and Leadership Conference.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

Employee - Erica Norris

Legislative Dept.

Erica Norris
SIGNATURE

13.2.a

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

ITEMIZED AUTOMOBILE EXPENSES			ITEMIZED MISCELLANEOUS EXPENSES	
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT	DATE	AMOUNT
7/20	Round Trip to Montgomery, AL	74.52		
8/20	Round Trip to Montgomery, AL	74.52		

EXPENSE REPORT

DEPARTMENT

PERIOD ENDING

NAME

10/31/2020

Legislative

Robert Lofton

DAY	CITY AND STATE	LODGING	TRANSPORTATION				AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT			BREAKFAST	LUNCH	DINNER			
SUN													0.00
MON													0.00
TUE 10/27/20	Round Trip to Montgomery, AL						74.52		24.90				99.42
WED 10/28/20	Round Trip to Montgomery, AL						74.52						74.52
THU 10/29/20	Round Trip to Montgomery, AL						74.52						74.52
FRI													0.00
SAT													0.00
WEEKLY CATEGORY TOTALS \$								0.00	0.00	24.90	0.00	0.00	248.46

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Alabama League of Municipalities Orientation and Leadership Conference.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

Employee - Robert Lofton

Legislative Dept.

[Signature]
SIGNATURE

13.2.a

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

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
7/20	Round Trip to Montgomery, AL	74.52
8/20	Round Trip to Montgomery, AL	74.52
9/20	Round Trip to Montgomery, AL	74.52

11/7/2020

Legal (1311)

DEPARTMENT

Guv F. Gunter, III

NAME _____

Attachment: Expense Reports 11-17-20 (302-20 : Expense Reports from various departments.)

NUMBER OR DAYS AWAY FROM HOME	4
NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS	1
% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS	
NATURE OR PURPOSE OF TRAVEL	
2021 Fall Municipal Law Conference	
Orange Beach, AL	
METHOD OF REIMBURSEMENT	
MAIL TO:	
Guy F. Gunter, III	
Legal Department	
	
SIGNATURE	

Packet Pg. 74

EXPENSE REPORT

PERIOD ENDING

DEPARTMENT

Municipal Court

NAME

Benny Hand

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	Orange Beach to Opelika	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.29
MON												144.33
TUE												
WED	Opelika to Orange Beach	291.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	380.00	805.93
THU	Orange Beach	291.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	291.84
FRI	Orange Beach	291.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	291.84
SAT	Orange Beach	291.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	291.84
WEEKLY CATEGORY TOTALS \$												1,815.14

1835.22

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Municipal Law Conference: Arrived late Wed. night, all meals were family meals and thus not included herein or billed to the cities.

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE

MAIL TO

Ben Hand

114 N 8th Street

Opelika, AL 36901

SIGNATURE

[Signature]

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
	Total Due: 1,815.14 (includes hotel, mileage & registration fees - see attached)				
	Less League reimbursement \$190.92 for speaking = \$1,625.22				
	\$1,624.22 split between municipalities: \$812.11 per municipality (Opelika & Wetlowee)				
	1644.30	822.15	City's part	822.15	

ITEMIZED AUTOMOBILE EXPENSES			ITEMIZED MISCELLANEOUS EXPENSES		
DATE	AMOUNT	DATE	ITEMS	AMOUNT	
11/14	251 miles from Opelika to Orange	11/13	AAMA Conference Fee	305.00	
11/18	251 miles from Orange to Opelika	11/13	League of Municip Member	75.00	
	251 x .575				

We calculated mileage at incorrect rate

Attachment: Expense Reports 11-17-20 (302-20 : Expense Reports from various departments.)

RESOLUTION NO. 303-20

Purchase - Platinum Hosting and Security - IT.**RESOLUTION NO. _____**

WHEREAS, the Information Technology Department desires to purchase Platinum Hosting and Security for the city website; and

WHEREAS, this is a sole source purchase; and

WHEREAS, CivicPlus is the city's current vendor for Platinum Hosting and Security for the city website; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to CivicPlus.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to CivicPlus as a sole source purchase for the amounts listed below:

Year 1: \$8,138.00

Year 2: \$7,350.00

3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT IT

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Stephen Dawe

VENDOR CivicPlus

PRODUCT/SERVICE Platinum Hosting and Security for www.opelika-al.gov

Provides Encryption for survey and PII data . This adds
Security features to City Website

Estimated annual expenditure for the commodity or service \$ 8,138.00

Initial all entries below that apply to the proposed purchase: Attach a detailed explanation containing complete justification and support documents. (More than one entry will apply to most sole source products/services requested).

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). X
2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). _____
3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) _____
4. This is the only known item or service that will meet the specialized needs of the Community Relations Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) See Contract.
5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) _____
6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. _____

The undersigned requests that the State of Alabama Bid Law Title 41 Article 3 Competitive Bidding Requirements be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. I further certify that the item(s) requested is of an indispensable nature, all other viable alternatives have been explored and it has been determined that only this product or service will fulfill the function for which the product is needed.

DEPARTMENT HEAD SIGNATURE

DEPARTMENT/DIVISION/DATE

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE)

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-10325-1

Date:

7/8/2020 9:20 AM

Expires On:

10/31/2020

Product:

CivicEngage

Client:

Opelika AL - CivicEngage

Bill To:

Opelika AL - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jenna Wolf	x	wolf@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Platinum Hosting & Security	Platinum Hosting & Security per domain (must be purchased for each)	Renewable
1.00	Forms Encryption Package	Forms Encryption Package (Requires Platinum Security)	
1.00	Forms Encryption Annual Fee	Forms Encryption Requires Platinum Hosting & Security	Renewable
1.00	Forms Encryption Implementation per Domain	Forms Encryption Implementation per Domain	One-time
Total Investment - Year 1		USD 8,138.00	
Annual Recurring Services – Year 2		USD 7,350.00	

Total Days of Quote:365

Billing and Term

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Opelika AL - CivicEngage Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Terms of Use

4. Client acknowledges and understands use of the Encrypted Forms is contingent on a current, valid subscription of CivicPlus' Platinum Hosting & Security upgrade for the CivicEngage product suite, and that any termination or suspension of such Platinum Hosting & Security upgrade shall likewise immediately terminate or suspend the use of the Encrypted Forms.
5. Client is solely responsible for the updating and accuracy of their public-facing privacy policy.
6. Client acknowledges that any forms to be used in the Encrypted Forms must be created in the Encrypted Forms, and such forms cannot be unencrypted or exported to un-encrypted modules.
7. Client shall complete a Privacy Impact Statement (PIA), which shall detail Client's privacy practices and policies surrounding the use of, and any data stored within or collected by the Encrypted Forms. Client further warrants appropriate employees have been adequately trained on the use and deployment of the Encrypted Forms.
8. Client and CivicPlus each jointly acknowledge that for the duration of this SOW, CivicPlus shall serve as the "Data Custodian" and is solely responsible for the Security Controls, including safe custody, transport and storage of data and Client shall serve as the "Data Owner", and is solely responsible for the Operational and Privacy Specific Controls, including data collection, content, context and use. Notwithstanding the foregoing, Client acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by Client. Client has sole responsibility for maintaining the security of such log-in credentials, and assigning and defining roles and permission to each individual end-users.
9. Client acknowledges that due to the nature of the encryption employed in the Encrypted Forms, CivicPlus staff are unable to access any data submitted or stored within the Encrypted Forms.
10. Client understands and agrees that the Encrypted Forms is not intended to collect or store any credit card information, or related identifiable or financial information and that Client shall not collect or store any such information in the Encrypted Forms. For the sake of clarity, the Encrypted Forms is not PCI DSS or HIPAA compliant and Client shall not use it for PCI DSS or HIPAA purposes.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Platinum Hosting, Support and Service Level Agreement

Hosting Details

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 45 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 4 hours • Guaranteed recovery POINT objective (RPO) of 4 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source • Identify type of attack • Monitor attack for threshold engagement • DDOS Advanced Security Coverage • Continuous DDoS mitigation coverage • Content Distribution Network support • Proxy server support • Live User Detection service

Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month (beginning with the first full month of service) in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.9%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective

4 Hours

Service Credit Percentage

10% of one month's fee

Recovery Point Objective

4 Hours

Service Credit Percentage

10% of one month's fee

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization City of Opelika URL www.opelika-al.gov
 Street Address 204 S. 7th Street
 Address 2 _____

City Opelika State AL Postal Code 36801

CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays).
 Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
 ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Stephen Dawe 706 302 0688

Emergency Contact & Mobile Phone Leigh Kreling 334-744-5804

Emergency Contact & Mobile Phone _____

Billing Contact Sequari Andrews E-Mail sandrews@opelika-al.gov
 Phone 334-705-5140 Ext. _____ Fax _____

Billing Address 204 S. 7th Street
 Address 2 _____

City Opelika State AL Postal Code 36801

Tax ID # 63-6001334 Sales Tax Exempt # _____

Billing Terms _____ Account Rep _____

Info Required on Invoice (PO or Job #) _____

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N [X]

Please list all external sources: _____

Contract Contact _____ Email _____

Phone _____ Ext. _____ Fax _____

Project Contact _____ Email _____

Phone _____ Ext. _____ Fax _____

RESOLUTION NO. 304-20

Purchase - (8) 2021 Chevrolet Tahoes - PD.**RESOLUTION NO.** _____

WHEREAS, the Police Department desires to purchase eight (8) 2021 Chevrolet Tahoes with certain options utilizing the State of Alabama Contract #MA 999 210000000043; and

WHEREAS, Donohoo Chevrolet is the State Contract Vendor for the 2021 Chevrolet Tahoes; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Donohoo Chevrolet utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Donohoo Chevrolet in the total amount of \$277,170.32.
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 _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk



Donohoo Chevrolet, LLC

Jake Harris | (256) 273-4889 | jharris@donohoochevrolet.com

CITY OF OPELIKA

Selected Model and Options

MODEL		
CODE	MODEL	Invoice
CC10706	2021 Chevrolet Tahoe 2WD 4dr Commercial	

COLORS	
CODE	DESCRIPTION
	White

OPTIONS			([†] Denotes a Custom Equipment Option)
CODE	DESCRIPTION		Invoice
Z56	Suspension Package, heavy-duty, police-rated Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)		Inc.
FE9	Emissions, Federal requirements		\$0.00
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)		\$0.00
MQC	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)		\$0.00
C5Z	GVWR, 7200 lbs (3266 kg) (Included and only available with (9C1) Police Package. 2WD model only.)		Inc.
GU5	Rear axle, 3.23 ratio		\$0.00
1FL	Commercial Preferred Equipment Group includes standard equipment		\$0.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)		Inc.

Attachment: 11-17-20 - EIGHT (8) 2021 CHEVY TAHOES - STATE CONTRACT MA 999 2100000000043 - CNCL PKT (304-20 : Purchase - (8) 2021



Donohoo Chevrolet, LLC

Jake Harris | (256) 273-4889 | jharris@donohoochevrolet.com

Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.
	White	\$0.00
AZ3	Seats, front 40/20/40 split-bench (STD)	\$0.00
H1T	Jet Black, cloth seat trim (Requires (9C1) Police Vehicle.)	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single -speed transfer case (4WD only).	Inc.
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailering Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle.)	Inc.
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle.)	Inc.
KX4	Alternator, 220 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle.)	Inc.
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle.)	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	Inc.
RAV	Tire, spare P275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle.)	Inc.
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle.) *CREDIT*	Inc.

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Data Version: 12090. Data Updated: Oct 14, 2020 12:07:00 AM PDT.



Donohoo Chevrolet, LLC

Jake Harris | (256) 273-4889 | jharris@donohoochevrolet.com

Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

OPTIONS

(↑ Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle.)	Inc.
ATD	Seat delete, third row passenger (Deletes rear storage compartment.) *CREDIT*	Inc.
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle.)	Inc.
AX2	Key, unique Included and only available with (9C1) Police Vehicle.)	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Lane Keep Assist Delete	Inc.
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle. Included and only available with (ATZ) rear seat delete.)	Inc.
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle.)	Inc.
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle.)	Inc.
5J9	Calibration taillamp flasher, Red/White (Included and only available with SEO (6J7) headlamp and taillamp flasher system. Requires (9C1) Police Vehicle.)	Inc.
5LO	Calibration taillamp flasher, Red/Red (Included and only available with SEO (6J7) headlamp and taillamp flasher system. Requires (9C1) Police Vehicle.)	Inc.
5T5	Seats, front cloth and second row vinyl (Not available with (A50) front bucket seats.)	\$0.00
5Y1	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	\$0.00

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Donohoo Chevrolet, LLC

Jake Harris | (256) 273-4889 | jharris@donohoochevrolet.com

Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION	Invoice
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	Inc.
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle.)	\$51.87
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle.)	\$56.42
AAC	Parts shipped loose (Included and only available with (5Y1) front center seat (20% seat) delete.)	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle.)	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle.)	Inc.
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Requires a Fleet or Government order type.) (Included with SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	\$125.00
ARG†	Whelen Agres Spotlight w/ Flood†	\$850.00
Options Total		\$1,083.29

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Price Summary

PRICE SUMMARY

	Invoice
Base Price	\$33,563.00
Total Options	\$1,083.29
Grand Total	\$34,646.29

Total for 8 Tahoes = \$277,170.32

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Donohoo Chevrolet, LLC

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension Package, Premium Smooth Ride (STD)

GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)

Automatic Stop/Start (Not available with (9C1) Police Vehicle.)

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Differential, mechanical limited-slip

Rear wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 800 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Exterior

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only. (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

SiriusXM Radio delete

Infotainment display, 8" diagonal touchscreen

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Entertainment

4G LTE Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Keyless start, push button

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column, lock control, electrical

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Interior

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlight are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (9C1) Police Vehicle. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Safety-Interior

Rear Park Assist

Following Distance Indicator

HD Rear Vision Camera

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for Children), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

13.4.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 210000000043

NOT TO EXCEED AMOUNT:

Begin Date: 10/19/2020

Procurement Folder: 1152102

Expiration Date: 10/19/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/20/20

Version Number: 1

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:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - STATE OF ALABAMA LAW ENFORCEMENT VEHICLES

STATE OF ALABAMA LAW ENFORCEMENT VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049701: Donohoo Chevrolet

1000 Greenhill Blvd Nw

Fort Payne AL 35967

Contact:

Chad Johnson

2568453525 EXT: 1

Cjohnson@Donohoochevrolet.Com

COMMODITY / SERVICE INFORMATION

13.4.a

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$33,563.000000	\$0.00			\$0.00	\$0.00

0718050 - UTILITY VEHICLES, HEAVY DUTY, 4 DOOR
 CHEVROLET TAHOE PPV (Pursuit Rated)
 CHEVROLET TAHOE PPV (Pursuit Rated)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$35,818.000000	\$0.00			\$0.00	\$0.00

0718050 - UTILITY VEHICLES, HEAVY DUTY, 4 DOOR
 CHEVROLET TAHOE SSV (Not Pursuit Rated).
 CHEVROLET TAHOE SSV (Not Pursuit Rated).

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

0710540 - POLICE VEHICLES
 OPTIONAL EQUIPMENT
 OPTIONAL EQUIPMENT - TO BE BILLED AT DEALER COST.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
 DELIVERY OF VEHICLES.
 DELIVERY OF VEHICLES. - SEE VEHICLE TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND PRICING.

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

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

RESOLUTION NO. 305-20

Approve Mando Tax Abatement Extension - ED.

RESOLUTION NO. _____

**RESOLUTION APPROVING EXTENSION OF TAX ABATEMENT
OF SALES AND USE TAXES FOR MANDO AMERICA CORPORATION**

WHEREAS, on December 3, 2019, pursuant to Resolution No. 383-19, the City Council of the City of Opelika, Alabama (the “City Council”) approved the application of Mando America Corporation (the “Company”), for the abatement of (1) all state and local non-educational ad valorem property taxes for a period of ten (10) years and (2) all construction-related transaction (sales and use) taxes for a major addition to its facility located at 4201 Northpark Drive, Opelika, Alabama (the “Project”); and

WHEREAS, the City Council also approved the application of the Company for a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years; and

WHEREAS, the Project was estimated to be placed in service by December 31, 2020; and

WHEREAS, the Project has taken longer to complete than anticipated due to delays in the delivery of new manufacturing machinery and equipment to be installed in the Facility caused by the Coronavirus (COVID-19) pandemic; and

WHEREAS, the Company has requested a time extension to June 30, 2021 to place the

Project in service; and

WHEREAS, for good and sufficient cause, the City Council finds and determines that the City should grant the Company's time extension request.

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

1. That the placed-in-service date for the Project is hereby extended to June 30, 2021.
2. That the Mayor and the City Clerk are hereby authorized and directed to execute such documents and agreements as may be necessary to extend the time period as provided in paragraph 1 above.
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 caused 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 a copy of this resolution shall be forward to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue.
5. That this resolution shall take effect upon passage and adoption by the City

Council.

ADOPTED AND APPROVED this the _____ day of _____, 2020.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 306-20

Approve Service Agreement with Motorola Solutions, Inc. - PD.

RESOLUTION NO. _____

**RESOLUTION APPROVING SERVICE AGREEMENT BY AND BETWEEN
MOTOROLA SOLUTIONS, INC. AND THE CITY OF OPELIKA, ALABAMA
FOR RECORDING EQUIPMENT MAINTENANCE AND SUPPORT**

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the “City”) operates an E-911 System which is restricted to emergency calls that may result in dispatch of appropriate response for fire suppression, emergency medical services, law enforcement activities, hazardous materials, disaster and emergency occurrences; and

WHEREAS, 911 calls are digitally recorded and must be kept for at least three (3) years; and

WHEREAS, the City owns and operates a 800 MHz trunk radio system (the “System”) manufactured by Motorola to provide continuous support to public safety and to other mission-critical users; and

WHEREAS, the system hardware and software are proprietary and immediate access to the manufacturer’s engineering, support and product services group is critical to maintaining the stability, interoperability and reliability of the System; and

WHEREAS, the City uses a Motorola NICE radio logging recorder to record and archive E-911 calls; and

WHEREAS, the NICE IP radio recorder is an integral part of the Motorola MHz radio system; and

WHEREAS, Motorola has provided pricing information for the NICE Gold Package (radio transmission recording) and the System Upgrade Agreement or SUA (software and maintenance plus upgrade to latest version); and

WHEREAS, the following is a summary of the pricing submitted by Motorola:

NICE Gold Package	\$18,241.54
SUA for NICE Logging Recorder	\$22,843.34
Total for Recurring Charges	\$41,084.88; and

WHEREAS, the above charges are recurring (annual) service fees; and

WHEREAS, a Services Agreement (the “Agreement”), a copy of which is attached hereto as Exhibit “A”, has been prepared by Motorola and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the Service Agreement proposed by Motorola will be for a term of one (1) year commencing on October 1, 2020 and expiring on September 30, 2021; and

WHEREAS, support maintenance costs for the radio logging recorder are not budgeted and funding will be provided from the Unassigned Fund Balance.

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

1. That the Services Agreement to be entered into between the City and Motorola, a copy of which are attached hereto as Exhibit “A”, 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 directed to execute and deliver said Agreement and such other ancillary and related documents as may be necessary or appropriate in order to carry into effect the purpose and intent of said Agreement and to carry out fully the transactions contemplated therein on behalf of the City.

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

4. That the contract price for maintenance and support to be paid to Motorola under the Agreement, estimated to be approximately \$41,084.88, is not budgeted and shall be paid from the Unassigned Fund Balance. The Controller is hereby authorized and directed to make the appropriate budget adjustments necessary to carry out the transactions contemplated by this Resolution and the attached documents.

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

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

Council.

ADOPTED AND APPROVED this the _____ day of _____, 2020.

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

ATTEST:

CITY CLERK

Exhibit A

**MOTOROLA SOLUTIONS**

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1301001
Contract Number: USC000132526
Contract Modifier: RN0625

Date: 06/25/2020

Company Name: OPELIKA, CITY OF

Attn:

Billing Address: PO BOX 390

City, State, Zip: OPELIKA, AL, 36803

Customer Contact:

Phone:

Required P.O. :

Customer # : 1035812107

Bill to Tag # :

Contract Start Date : 01-Oct-2020

Contract End Date : 30-Sep-2021

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # : Standard

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0127A	NICE GOLD PACKAGE	\$18,241.54
	SSV04S00721A	SUA FOR NICE LOGGING RECORDER	\$22,843.34
		Subtotal - Recurring Services	\$3,423.74
		Subtotal - One-Time Event Services	\$0.00
		Total	\$3,423.74
			\$41,084.88
			\$0.00
			\$41,084.88
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1301001
Contract Number: USC000132526
Contract Modifier: RN0625

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : OPELIKA, CITY OF
Contract Number : USC000132526
Contract Modifier : RN0625
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

Attachment: 11-17-20 - Resolution approving Motorola Agrs (Radio Logger) - CNCL PKT (306-20 : Approve Service Agreement with Motorola



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1301001
Contract Number: USC000132526
Contract Modifier: RN0625

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1301001
Contract Number: USC000132526
Contract Modifier: RN0625

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

RESOLUTION NO. 307-20

Approve Service Agreement with Gartner, Inc. - IT.

RESOLUTION NO. _____

**RESOLUTION APPROVING SERVICE AGREEMENT BY AND BETWEEN
GARTNER, INC. AND THE CITY OF OPELIKA, ALABAMA
FOR IT LEADERS INDIVIDUAL ACCESS ADVISOR**

WHEREAS, the City of Opelika (the “City”) has identified a need for professional services in the areas of risk management, cyber security and cloud strategy; and

WHEREAS, Gartner, Inc., is the world’s leading technology research and advisory company; and

WHEREAS, Gartner, Inc., provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles; and

WHEREAS, the City wishes to engage Gartner, Inc., to provide professional services; and

WHEREAS, contracts for professional services are exempt from competitive bidding pursuant to §41-16-21(a), *Code of Alabama* (1975); and

WHEREAS, Gartner has provided pricing information for the Individual Access Advisor; and

WHEREAS, the annual fee of the Individual Access Advisor is \$42,200.00; and

WHEREAS, the above charges are recurring (annual) service fees; and

WHEREAS, a Services Agreement (the “Agreement”), a copy of which is attached

hereto as Exhibit “A”, has been prepared by Gartner, 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 approve said Agreement; and

WHEREAS, the Service Agreement proposed by Gartner, Inc., will be for a term of one (1) year commencing on December 1, 2020 and expiring on November 30, 2021; and

WHEREAS, the compensation to be paid to Gartner, Inc., shall come from budgeted funds in the Information Technology Department.

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

1. That the City does hereby retain the services Gartner, Inc., to provide professional services in the areas of risk management, cyber security and cloud strategy.
2. That the proposed Service Agreement to be entered into between the City and Gartner, Inc., a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.
3. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the City and the City Clerk is hereby authorized to attest the same.
4. 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.

5. That the compensation to be paid to Gartner, Inc., for the services provided under the Agreement and related expenses shall be paid from the Information Technology Department budget and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

6. That the Purchasing-Revenue Manager is hereby authorized and directed to issue such appropriate purchase orders as may be necessary to carry out the provisions of this Resolution.

7. That the Mayor and Information Technology Director are hereby authorized to approve payment of all invoices in accordance with the provisions of this Agreement or as otherwise approved by the City Council.

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

ADOPTED AND APPROVED this the _____ day of _____, 2020.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

Gartner, Inc. Service Agreement for CITY OF OPELIKA (“Client”)

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“**Gartner**”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 204 S 7th St, Opelika, AL 36801-4904 (“**Client**”) for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for IT Leaders	Individual Access Advisor	1	Stephen Dawe	01-DEC-2020	30-NOV-2021	\$42,200.00	\$42,200.00
				Term Total	(Excluding applicable taxes)		\$42,200.00
				Total Services:	(Excluding applicable taxes)		\$42,200.00

1-24GP4MCC 2012

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for IT Leaders Individual Access Advisor	http://sd.gartner.com/sd_itl_individual_advisor.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order (“**PO**”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

5. AUTHORIZATION

Client:
CITY OF OPELIKA

Gartner, Inc.

Signature

Date

Print Name

Title

Signature

Date

Print Name

Title

Attachment: SA CITY OF OPELIKA 1-24GP4MCC (1) (307-20 : Approve Service Agreement with Gartner, Inc. - IT.)

General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

2. **Ownership and Use of the Services** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 30 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. **Data Protection.** In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. In providing the services Gartner shall comply with its global privacy policy available at [gartner.com/privacy](https://www.gartner.com/privacy).

6. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Arbitration.** Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4, 5 and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS
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- | | |
|---|--------------------------------|
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| • Role-Specific IT Research | • Webinars |
| • Best practice and decision support content | • Peer Networking |
| • IT Key Metrics Data | • Talking Technology Series |
| • Diagnostic Tools, Templates, and Case Studies | • Individual Inquiry |
| • Selected Vendor Reports | • IT Summit Conference Ticket |

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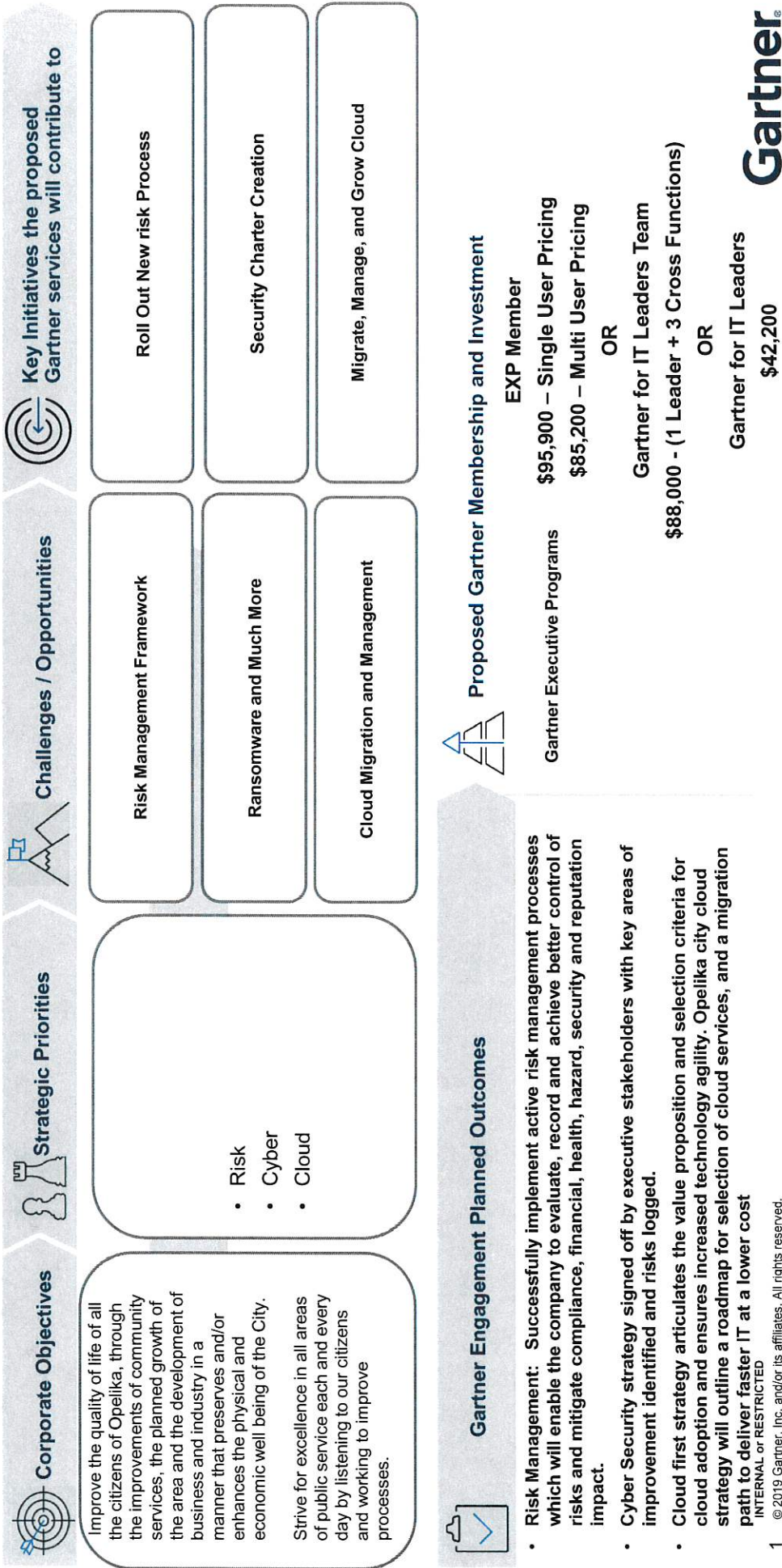
For Stephen Dawe City of Opelika

Shea Booth
Account Executive
Oct 23, 2020

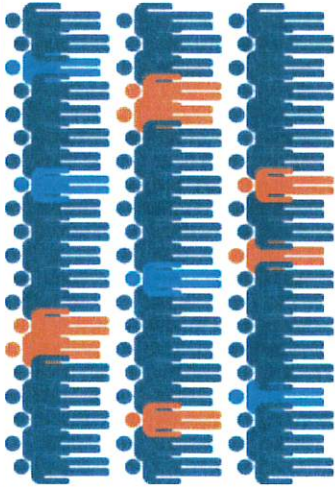
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Gartner Executive Programs Executive Summary



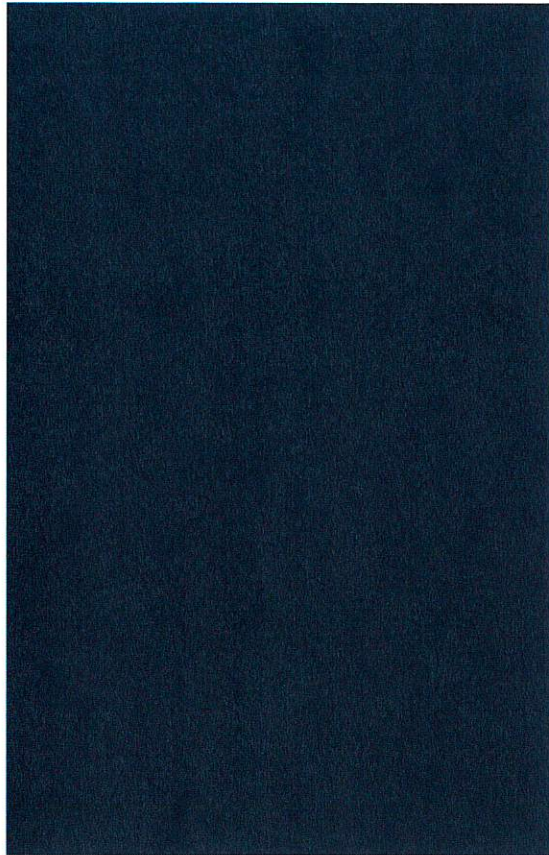
A Comparison for Getting Things Done – Your Three Options

Gartner	Consultant	Do-it-alone
		
• 2000+ resources across multiple domains • Unlimited access for the year • Unbiased, objective, independent outside view • Not tied to any technology or vendors • Depth and breadth – industries, specialties • Team of experts on all things • Best practice “wheel” already defined • End of year – your team is smarter	• 1 to 1.5 resources • \$225 hr x 35 hrs per week x 50 weeks • Propensity to be biased toward technology vendors/solutions; additional SOW's • Single perspective • Cannot be an expert on all things • A “wheel” defined based in single perspective • End of year – the consultant walks out smarter. IP leaves the organization	• 1 internal resource • Fully loaded cost • Insider view, internal bias • Single perspective • Can't be an expert on all things • “Reinvent the wheel”, time consuming, frustrating, lost opportunities • End of year – they may take a promotion or transfer

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Initial *DRAFT*
Plans supporting
key initiatives
[based on our short call]



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Risk Management

City of Opelika – Executive Programs Engagement Plan

Challenges

It is becoming increasingly difficult to forecast and manage risks within the business, partly due to the lack of strong cross-organization collaboration. Many of the current risk management processes are focused on individual functions rather than company-wide perspectives.

Expected Outcomes

Active Risk Management: Successfully implement active risk management processes which will enable the company to evaluate, record and achieve better control of risks and mitigate compliance, financial, health, hazard, security and reputation impact.

Activities Roadmap

First 30 days

- **Analyst Inquiry Call:** Discuss how to use the [ITScore](#) self-assessment tool to determine your organization' current maturity level on Risk Management. This establishes a yardstick and will provide guidance on priorities.
- **Partner Strategy Consultation:** Meet with your Executive Partner to discuss [The Gartner Business Risk Model: A Framework for Integrating Risk and Performance](#). This is focused on risk-based thinking towards business outcomes.
- **Research Review:** Review the following on Risk Management best practices:
 - Risk Management Program Primer
 - [Top 10 Factors for Integrated Risk Management Success](#)

30-60 days

- **Analyst Inquiry Call:** Discuss the results of your [ITScore](#) assessment and determine prioritized actions for you and your team. CEB RESEARCH
- **Partner Strategy Consultation:** Determine the current state of IT Risk and the risk appetite of the organization using these tools and research:
 - [State of IT Risk](#)
 - [Ignition Guide to Drafting Information Risk Appetite Statements](#)
- **Analyst Inquiry Call:** Discuss the concept of a Risk Manager role for your organization. Including a job description, market compensation, and guidance to get this role on-boarded quickly using: [The IT Risk Manager's First 100 Days](#)

60-90 days

- **Peer Networking Call:** Talk to another CIO who is further along on their Risk Management journey.
- **Partner Strategy Consultation:** Develop a risk management strategy leveraging: [Planning Guide for Security and Risk Management](#)
- **Leverage Toolkit:** Assess current IT risk register against Gartner best practices:
 - [Sample IT Risk Register](#)
 - [Three Steps to Creating a Simple IT Risk Register](#)
- **Review Case Study:** [Gartner Fellows Interview: Patricia Oelrich, Board of Directors, Pepco Holdings, on CIOs, Their Boards and Risk Management](#)

90+ days

- **Analyst Call:** Discuss how to effectively communicate the current state of risk and your plan to better manage risk across the company. Leverage this research and tools:
 - [Board-Ready Slides for Cybersecurity and Technology Risk Sample Narrative — Progress Update](#)
 - [A Board Narrative to Transform Operational Risk and Cybersecurity Into a Business Service](#)
- **Partner Strategy Consultation:** Review current risk controls and metrics to use to measure success: [Developing Key Risk Indicators: The Relationship Between KRIs, KPIs and Business Outcomes](#)

CEB RESEARCH

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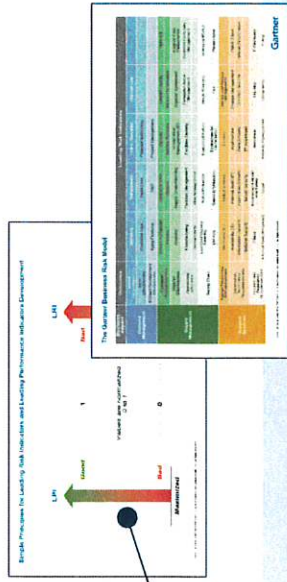
Example Artifacts and Tools – Risk Management Controls

The Gartner Business Risk Model is designed for CIOs to embed risk-based thinking in business decision making to support the achievement of desired business outcomes, IT-to-business alignment, initiative prioritization and communication of IT's value contribution to the business.

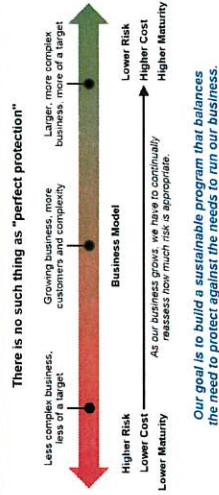
Board-Ready Slides for Cybersecurity and Technology and Risk Sample Risk Narrative

A Board Narrative to Transform Operational Risk and Cybersecurity Into a Business Service

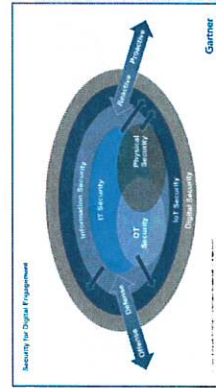
Cybersecurity and Digital Risk Management: CIOs Must Engage and Prepare



- It's critical that security and risk management leaders supply board-relevant and business-aligned content that is not hampered by overly technical references. Gartner has developed a framework for an effective board presentation on cybersecurity and technology risk for current status presentations.

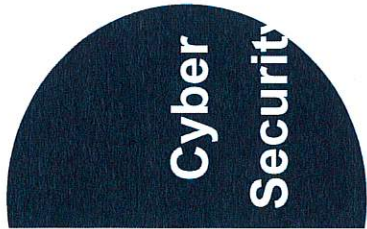


- It is possible to create sustainable risk and security services that deliver defined levels of risk at defined cost. CIOs must adopt a narrative that changes the perception of the risk and security program away from being a cost center that protects the organization from all possible threats.



- The failure to manage your digital risks is likely to sabotage your digital business and expose your organization to potential impacts well beyond a simple opportunity loss. The extent to which CIOs engage in digital risk management can be a crucial factor in avoiding such dangers.

Critical Milestone
PCI Audit and Board Presentation on Cybersecurity Roadmap



What	CyberSecurity	Metrics	Benchmark	Communication
How	Complete PCI Audit and Garner IT Score assessment of Information Security	Audit results and IT Score Capability Maturity metrics	Prepare cyber security roadmap for 2020 using expert guidance from Gartner	Present PCI and Cyber Security assessment to Board in Q4
When	By end of October	Mid November	By end of November	Mid December

Security functional activity map

IT Score for Security & Risk Management measures performance across seven objectives and 29 discrete functional activities. The functional activity map illustrates the scope of the assessment. Results measure you against your peers and result in a Board Ready Presentation

Engage and Support Stakeholders	Manage the Function	Assess and Manage Risk	Protect the Infrastructure	Manage Operations	Deliver Assurance	Manage People and Workforce Strategy
Interact with CEO & Board	Develop Strategy	Define and Conduct Risk Assessments	Secure the Network & Perimeter	Discover & Remediate Vulnerabilities	Support Privacy	Conduct Workforce Planning
Structure Cross Functional Risk Relationships	Plan Budget	Develop Controls	Secure the Endpoints	Manage Security Events	Manage Compliance	Recruit Talent
Enable Business Decisions	Organize Structure	Manage Third Party Risk	Secure Applications	Respond to Security Incidents	Support Audit	Develop Skills
Drive Ownership and Accountability	Design Architecture		Secure Data	Identify and Track Threats	Assess Digital Transformation	Manage Behavior and Culture
	Manage Policy					
	Measure Performance					

Cyber Security

Contributes to: Ensuring that critical assets are protected from external attack and mitigate the exposure and risk associated with being part of the digitally connected economy

City of Opelika – Executive Programs Engagement Plan

Challenges

Create a comprehensive cyber security strategy to determine which assets are most valuable and at risk and what preventative action can be taken to ensure that they are protected from external threat. At the same time as preparing for immediate response if such an event were to occur.

Expected Outcomes

Cyber Security strategy: Cyber Security strategy signed off by executive stakeholders with key areas of improvement identified and risks logged.

Immediate Response Plan: Board ready slides and external communications pack along with an immediate response plan to minimize the impact of a cyber security incident.

Activities Roadmap

First 30 days

- **Review Research:** Don't Let Your IoT Projects Fail: Use the Right IoT Security Pattern to Protect Them
- **Partner Strategy Consultation:** Review Cyber Security plans and agree and effective roadmap and strategy approach
- **Analyst Inquiry Call:** It's Time to Align Your Vulnerability Management Priorities With the Biggest Threats
- **Leverage Toolkit:** ITScore for Information Security maturity assessment (ITScore - Security)
- **Review Research:** Addressing the Cyber Kill Chain & Security Outlook
- **Leverage Toolkit:** Board-Ready Slides for Cybersecurity and Technology Risk

30-60 days

- **Partner Strategy Consultation:** Review Cyber Security Strategy: Top 10 Strategic Technology Trends for 2020: Adaptive Security Architecture
- **Analyst Inquiry Call:** Institute Cybersecurity and Risk Governance Practices to Improve Information Security
- **Leverage Toolkit:** Board-Ready Slides for Cybersecurity and Technology Risk: Sample Narrative — Hacked
- **Review Research:** Don't Let Your IoT Projects Fail: Use the Right IoT Security Pattern to Protect Them
- **Research Review:** Leverage Cybersecurity Charter
- **Analyst Inquiry Call:** It's Time to Redefine Data Loss Prevention

60-90 days

- **Research Review :** Detecting a Broader Range of Attacker Techniques
- **Analyst Inquiry Call:** Backup and Recovery Best Practices for Cyberattacks
- **Research Review :** Three Questions Boards Must Ask Their CISOs
- **Analyst Strategy Call:** Five Styles of Advanced Threat Defence and Institute Cybersecurity and Risk Governance Practices to Improve Information Security
- **Partner Strategy Consultation:** Review Cyber Security Strategy and security breach response plans: How to Decide if Endpoint & Network Security Integration Is a Feature or Fad
- **Peer Connect Perspectives:** How to Approach a Cybersecurity Assessment

90+ days

- **Partner Strategy Consultation:** Review Cyber Security Strategy and security breach response plans: Adapt Your Traditional Staffing Practices for Cybersecurity
- **Review Research:** Cybersecurity Scenario 2026: Outrageous Intelligence
- **Analyst Inquiry Call:** Demystifying Security Analytics: Sources, Methods and Use Cases
- **Review Research:** How to Engage Your Board of Directors on Integrated Risk Management (IRM)
- **Analyst Inquiry Call:** Adapt Your Traditional Staffing Practices for Cybersecurity
- **Leverage Toolkit:** Enterprise Security Architect Job Description
- **Review Research:** How to Hunt for Security Threats

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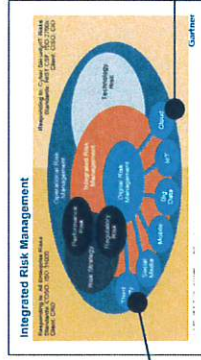
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Example Artifacts and Tools – Cybersecurity

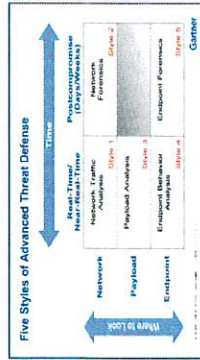
Contributes to: Ensuring that critical assets are protected from external attack and mitigate the exposure and risk associated with being part of the digitally connected economy

How to Engage Your Board of Directors on Integrated Risk Management (IRM)

- Security and risk management leaders must engage constructively with boards of directors to fuel the success of their integrated risk management programs. Gartner has compiled seven activities that will maximize the level of engagement.



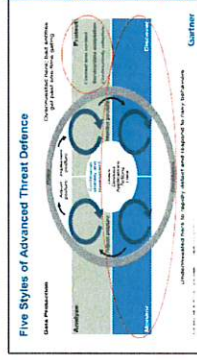
Five Styles of Advanced Threat Defence



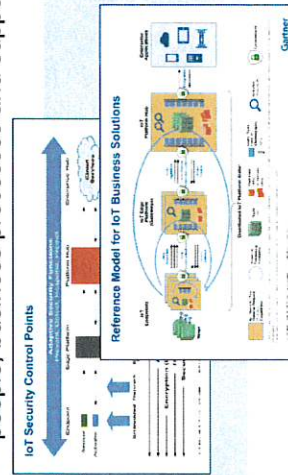
- The threat of advanced targeted attacks, also known as advanced persistent threats, or APTs, has spawned a wave of innovation in the security market. We provide security managers with a framework to select and deploy the most-effective threat defence technologies

It's Time to Redefine Data Loss Prevention (DLP)

- As the DLP Magic Quadrant evolves to a Market Guide, security and risk management leaders must implement a holistic data security governance strategy that results in data protection throughout the information life cycle, built around people, business processes and supporting technologies.



Don't Let Your IoT Projects Fail: Use the Right IoT Security Pattern to Protect Them



- For security and risk management leaders, it's time to recognize that IoT projects have security risks and that they must do something about them today. This research provides best practices to identify the security controls and technology needed for the IoT pattern used for the project.

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Critical Milestone

Define IT Org Structure and Operating Model for Cloud Migration

What	Cloud Strategy			IT Org and Operating Model	Communication
	What	Metrics	How		
Cloud Strategy	Use Gartner ITScore to assess readiness for Change on Cloud and IT Operating Model	Use assessment results with Executive and Analyst(s) to chart improvement targets for 2020	Executive Partner led workshop with IT leadership to structure IT org and operating model	Finalize & communicate Cloud Migration plan and IT Org / Operating Model changes to key stakeholders	
When	Mid to late October	Mid November	Mid to Late November	Mid December	

Cloud First Strategy

Challenges

Improve delivery for its customers (faster IT developments from ~1 year to weekly releases) and enhancing its performance (lower IT running cost).
Create a cloud adoption and migration strategy that highlights the value proposition and a prioritized approach to cloud adoption that supports biggest return on investment and improves operational excellence. This will underpin and enable the City of Opelika's board 2020 vision of becoming a fully Digital city by delivering lower running costs and improving technology delivery time.

Expected Outcomes

Cloud first strategy articulates the value proposition and selection criteria for cloud adoption and ensures increased technology agility. The city of Opelika cloud strategy will outline a roadmap for selection of cloud services, and a migration path to deliver faster IT at a lower cost.

Activities Roadmap

First 30 days

- **Partner Strategy Consultation:** Meet with Executive Partner and discuss and assess the current state of play with cloud and outline the roadmap to deliver the cloud
- **Analyst Inquiry Call:** Analyst discussion [2018 Planning Guide for Cloud Computing](#)
- **Analyst Inquiry Call:** Analyst discussion [Designing a Cloud Strategy Document](#)
- **Analyst Inquiry Call:** Review Cloud Computing Primer
- **Research Review:** Review [Devise an Effective Cloud Computing Strategy by Answering Five Key Questions](#)
- **Research:** Analyst discussion CEB: [Cloud Strategy Roadmap Tool](#) and CEB: [Cloud Strategy Roadmap and Checklist](#)
- **Analyst Inquiry Call:** Analyst discussion Cloud Heat Map for Banking

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30-60 days

- **Analyst Inquiry Call:** Analyst discussion [An Overview of Enterprise Cloud Strategy Approaches](#)
- **Research Review:** Review [Predicts: Cloud Computing Enters Its Second Decade](#)
- **Analyst Inquiry Call:** Analyst discussion [Your Cloud Strategy Needs to Be Bimodal](#)
- **Analyst Inquiry Call:** Analyst discussion [The Evolution of Financial Management Applications in the Cloud](#)
- **Partner Strategy Consultation:** Review with Executive Partner [What CIOs Need to Know and Do to Exploit Cloud Computing](#)
- **Analyst Inquiry Call:** Analyst discussion [Designing a Public Cloud Exit Strategy](#)
- **Research Review:** Review [Clouds Are Secure: Are You Using Them Securely?](#) And kick off a cloud security work stream.

60-90 days

- **Partner Strategy Consultation:** Meet with Executive Partner and discuss strategy progress
- **Leverage Toolkit:** Toolkit: [Evaluate SaaS, Cloud Service and Outsourcing Providers via Objective Selection Scorecard and Risk Mgt](#)
- **Research Review:** Review ['Just Enough' Private Cloud: Deliver Value Quickly With Virtualization Automation](#)
- **Analyst Inquiry Call:** Analyst discussion [Solution Path for Developing Enterprise Hybrid Cloud Strategies](#)
- **Analyst Inquiry Call:** Analyst discussion [Moving From Protect to Products Requires a Product Manager](#)
- **Research Review:** Review Gartner [Research How to Assess Your Application to Adopt Cloud-Native Architecture](#)

90+ days

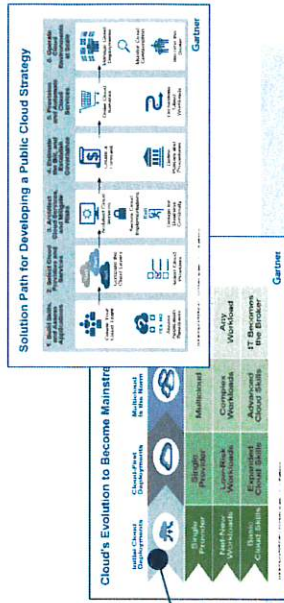
- **Analyst Inquiry Call:** Analyst review of new Cloud strategy to validate / inform direction
- **Research Review:** Review In-Depth Assessment of:
 - [Amazon Web Services IaaS](#)
 - [Google Cloud Platform IaaS](#)
 - [Microsoft Azure IaaS](#)
- **Analyst Inquiry Call:** Analyst discussion [Calculating and Comparing Data Centre and Public Cloud IaaS Costs](#)
- **Analyst Inquiry Call:** Analyst discussion [Use Gartner's Connectivity Strategy to Optimize Cloud Performance and Cost](#)
- **Research Review:** Review Gartner research [How to Run a Successful Cloud Implementation Project of Varying Scale and Maturity](#)

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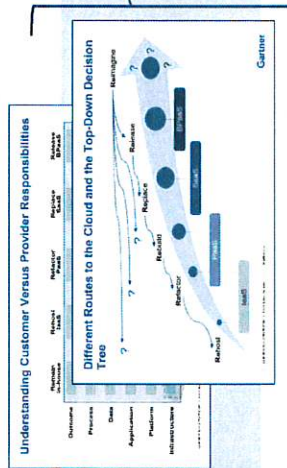
Example Artifacts and Tools – Cloud First Strategy

Planning Guide for Cloud Computing

- IT organizations must prioritize advancing cloud strategies and mature the use of cloud services across the organization. This Planning Guide outlines the key trends and design considerations for technical professionals focused on cloud

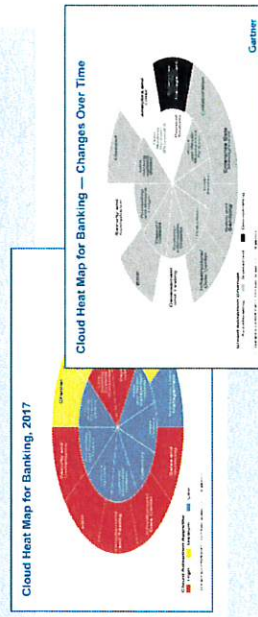


An Overview of Enterprise Cloud Strategy Approaches



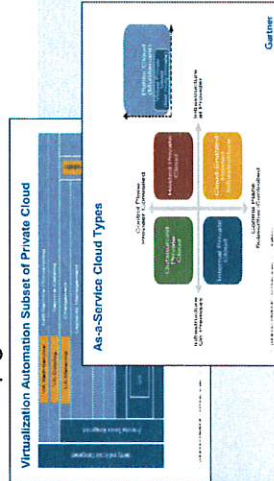
- With the increasing popularity of external cloud services, enterprises struggle to maintain comprehensive cloud use policies, limiting strategic adoption. IT Infrastructure & Operations leaders can use this template to bridge and unify cloud strategy and cloud policy.

Cloud Heat Map for Banking



- Banks are keen to use the cloud, but continuing regulatory concerns mean that public cloud is still relatively unpopular. Bank CIOs can use Gartner's heat map to help guide their cloud investments..

'Just Enough' Private Cloud: Deliver Value Quickly With Virtualization Automation



- Organizations seek the benefits of a private cloud, but IaaS platforms are costly and complex to implement. Infrastructure architects can utilize virtualization automation either in lieu of fully featured private cloud platforms or as a first step toward implementing IaaS private cloud.

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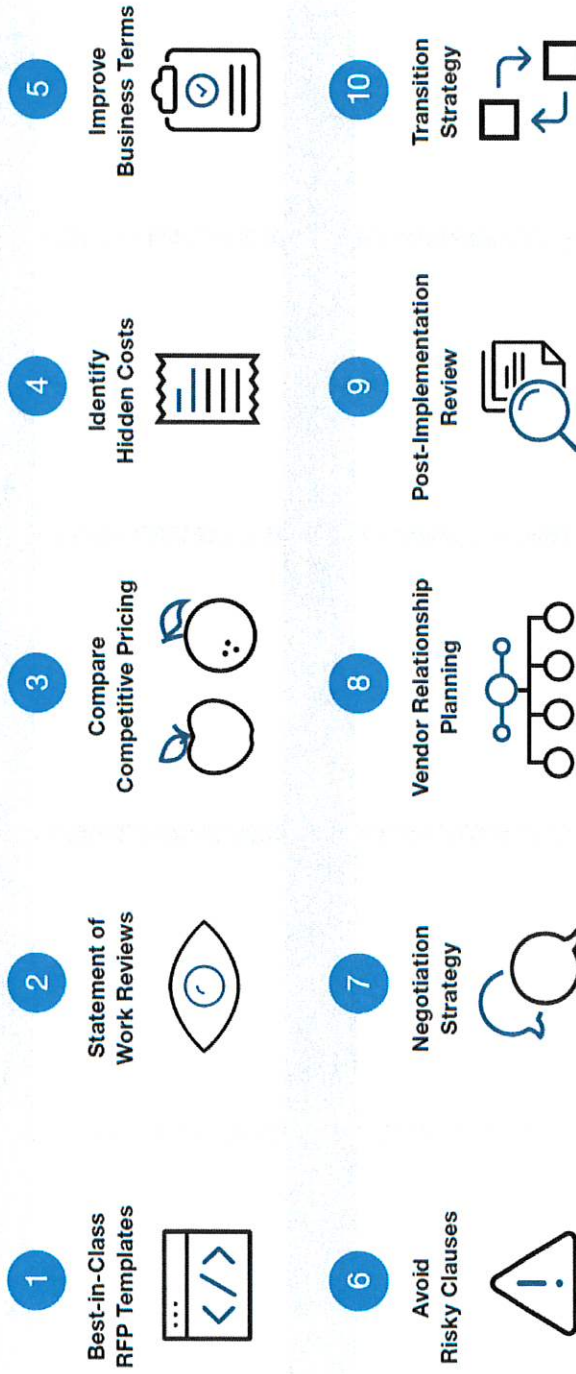
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We find hard savings in 75% of submitted contracts.

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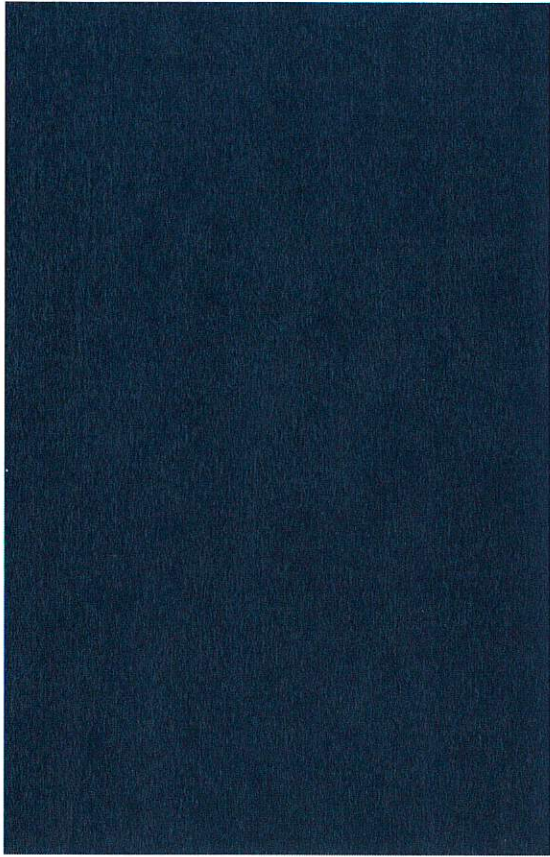


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Appendix



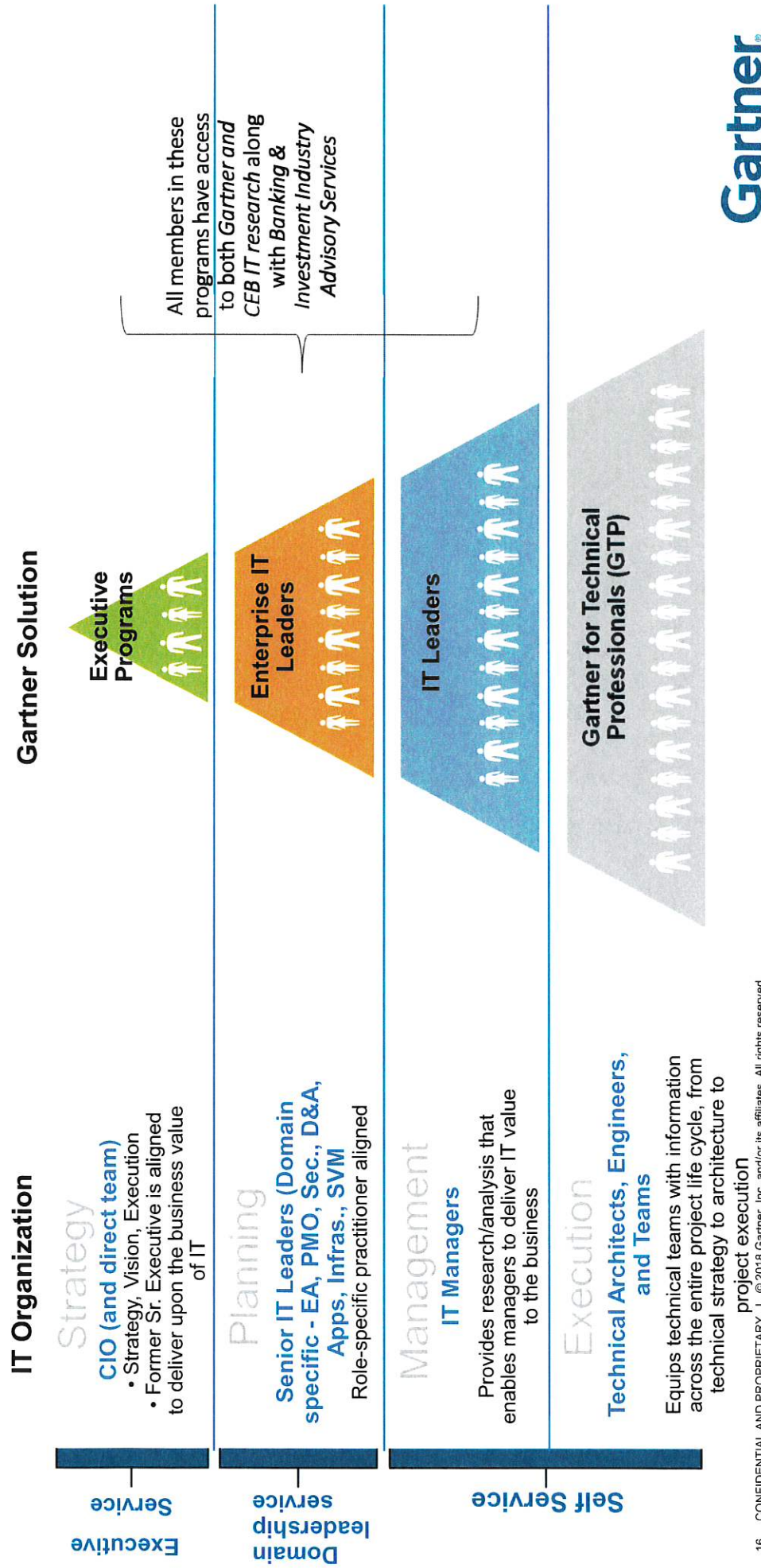
Gartner partnership value

Cost Avoidance	Budget/Staff Justification
Save 20-30% on your total spend by analyzing the Total Cost of Ownership, ROI & Benefits, Scope & Risk	Understand what other organizations like yours are spending or what you should plan for resources for individual projects
Contract Savings	Maturity Assessments
We review hardware, software, telecom & services contracts / proposals yearly - we find savings averaging 10-20% in: 90% of Telecom; 75% Hardware & Software	Immediately understand IT process maturity and improvement steps
Time is Money	Contract Negotiations
Average decisions in midsize organizations take 8-9 months. Gartner reduces that decision time frame by 30 – 60%	Immediately know best in class unpublished price, terms, service levels, clauses, etc.
Head Count/Staff Extension	Decision Confidence
How much would it cost to staff 2,000+ IT subject matter experts? 1 Full-Time Employee with more than 25 years IT experience? 1 Year-round Consultant?	Use one trusted, unbiased source for all your due diligence – ensure that you are making the right decisions throughout the entire project lifecycle to avoid costly mistakes.
Benchmarking/IT Key Metrics	Improve Project Delivery
Save 19% of overall IT costs by understanding the best in class metrics; know what your IT spend should look like as % of Revenue and operational budget	We can provide realistic insight into project timelines and provide the best practices to contribute to their on time, on budget delivery



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Gartner Partnerships – how we support you and your team



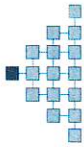
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Different IT stakeholders have common goals, but different questions

Initiative

Cloud Computing

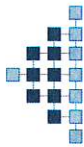
QuestionTargeted Research



CIO

What is the most effective way to deliver IT services across the business?

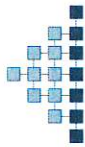
Gartner for IT Executives:
"Optimizing IT Assets: Is Cloud Computing the Answer?"



IT Leader
(and Team)

What is the maturity of cloud computing technologies, and what impact do they have on my road map?

Gartner for IT Leaders:
"Hype Cycle for Cloud Computing"



Technical
Professionals

How does the internal cloud impact my storage infrastructure?

Gartner for Technical Professionals:
"Architecting Storage for the Internal Cloud: One Step at a Time"

Gartner at a Glance

About Gartner

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- 32 consecutive quarters of double digit growth
- Member of the S&P 500
- Deep global insight into every major business function:



Customer Service & Support



Finance



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Supply Chain

Clients we serve

- 300,000+ professionals across all business functions
- 12,000+ distinct organisations in more than 100 countries
- C-suite members from small companies to global, multinational enterprises
- 74% of the global 500 rely on Gartner for insight and advice



Strategic advice

- A global team of 2,000+ experts who understand your role, business and industry
- Expert partners to guide you to right insights, when you need them
- Insight backed by our growing team of data scientists, engineers, researchers and psychologists
- More than 2,000 consulting engagements annually

Trusted insights

- Gleaned from more than 380,000 client interactions each year – including 130,000+ senior executive interactions
- 300,000+ proven best practices
- Quoted by leading business publications worldwide an average of 70 times every week

Practical solutions

- 14,000+ peer benchmarks covering IT, finance, sales, marketing and operations
- 1 billion+ learning and development benchmarks
- Maturity diagnostics covering 35+ functional areas
- 75+ global industry events
- 700+ live events designed to foster high-level peer collaboration, plus 220+ exclusive CxO gatherings
- 1,000+ Ignition Guides spanning more than 40 functional areas for accelerating team execution
- 175 Gartner Magic Quadrants, a standard for market analysis in 140 technology segments

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Deep vertical coverage in nine industries	Specific advice on your challenges, opportunities and projects	Connect with a growing community of peers drawn from our clients in 10,000 distinct enterprises	Content specific to your role, key initiatives and purchasing decisions	Measure and improve performance using data from 5,000 benchmarks
Targeted to your role, key initiatives and purchasing decisions	Proprietary methodologies and interactive models applied to provide clear insight and actionable advice	World's largest community of CIOs and senior IT executives	Access to analysts, industry peers and top solution providers	Leverage industry research and unmatched market data

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RESOLUTION NO. 308-20

Annual Appropriation Contract FY2021 with Alabama Council on Human Relations.

RESOLUTION NO. _____

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

-) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Alabama Council on Human Relations, Inc., a copy of which is hereto attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed.
-) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Alabama Council on Human Relations, Inc., and retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk

STATE OF ALABAMA
LEE COUNTY

This Contract is made and entered into as of the 1st day of October 2020 by and between the City of Opelika and the Alabama Council on Human Relations, Inc. (Child Development Program).

ACHR, Inc. agrees

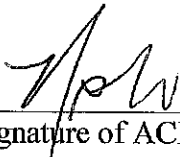
1. to provide safe, affordable, quality child care for infants, toddlers, and after-school children up to twelve years of age who are from low-income families whose parent(s) is working or in school or training.
2. to provide child care during the hours of 6:00 a.m. to 5:30 p.m.
3. to provide snacks and meals under the Child Care Feeding Program.
4. to base parent fees on a sliding fee scale.
5. to accept payments through the Child Care Block Grant.
6. to accept payments from families if the family is just over the limit for outside sources of funding or still on the waiting list.

Knowing that safe, affordable, quality child care is needed for children to enable parents to receive training or to work in jobs that will give them the experience needed to obtain better paying jobs and become productive citizens;

And knowing that the reimbursement rate provided through the Family Guidance Center or the Block Grant is not sufficient to maintain a quality child care program, Opelika City agrees:

1. to provide ACHR, Inc. with \$20,000 for FY 2020-2021 to supplement the funds attainable through the reimbursement programs and parent fees based on a sliding scale so that quality child care can be provided to families with low-income at a cost that is affordable to them.
2. to provide one fourth of the supplement, or \$5,000, at the beginning of each quarter.

This contract is entered into this 1st day of October 2020.



Signature of ACHR Representative

Nancy S. Spears, CEO

Name/Title

Date

Signature of City of Opelika Representative

Gary Fuller, Mayor

Name/Title

Date

RESOLUTION NO. 309-20

Annual Appropriation Contract FY2021 with AO Discover!.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and AO Discover!, a copy of which is hereto attached as Exhibit "A", be and the

same is hereby approved, adopted, authorized, ratified and confirmed.

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

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as the "CITY", and the Witthauer Murrah Foundation (dba AO Discover! Auburn-Opelika Children's Hands-On Science Center), a 501(c)(3) corporation, hereinafter referred to as "AO Discover!", on this the 4th day of November, 2020.

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

1. The term of this agreement shall be for a period of twelve (12) months, commencing on the 1st day of October, 2020 and ending the 30th day of September, 2021.
2. During the term of this contract, AO Discover! agrees to provide the following services:
 - Progress in the development of AO Discover! Auburn-Opelika Children's Hands-On Science Center
 - Promotion of STEM (science, technology, engineering, mathematics) education in the Opelika-Auburn community
3. As compensation for the services rendered hereunder, the City agrees to pay to AO Discover! for the term of this agreement the sum of \$5,000.00 payable in a lump sum.
4. In the performance of its obligation hereunder, AO Discover! shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender, or religious affiliation.
5. AO Discover! agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. AO Discover! agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. AO Discover! in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by AO Discover! are performed, but on the contrary, AO Discover! shall be wholly responsible for the payment of its operating expenses, which includes, but not

limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums, and governmental license fees.

8. AO Discover! agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. AO Discover! shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the 4th day of November, 2020.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Russell A. Jones
City Clerk - Treasurer

Witthauer Murrah Foundation
dba AO Discover! Auburn-Opelika
Children's Hands-On Science Center

BY:  _____
AO Discover! President

ATTEST:  _____
AO Discover! - Treasurer

RESOLUTION NO. 310-20

Annual Appropriation Contract FY2021 with EAMC - EMS.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the East Alabama Healthcare Authority d/b/a East Alabama EMS LLC, a
copy of

which is hereto attached as Exhibit “A”, be and the same is hereby approved, adopted,

authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the East Alabama Healthcare

Authority, and retain one copy.

ADOPTED and APPROVED this the _____ day of _____, 2020.

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

Attest:

Russell A. Jones
City Clerk

STATE OF ALABAMA

COUNTY OF LEE
CITY OF OPELIKA
CITY OF AUBURN

EMERGENCY RESPONSE, RESCUE AND AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LEE**, a Governmental Organization of Lee County, Alabama, hereinafter referred to as "**COUNTY**"; the **CITY OF OPELIKA**, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "**OPELIKA**"; the **CITY OF AUBURN**, a Municipal Corporation of Lee County, Alabama, hereinafter referred to as "**AUBURN**"; and the **EAST ALABAMA HEALTHCARE AUTHORITY d/b/a EAST ALABAMA EMS LLC**, an Alabama Corporation, hereinafter referred to as the "**HOSPITAL**". The **COUNTY**, **OPELIKA** and **AUBURN** collectively will hereinafter be referred to as the "**GOVERNMENTS**".

WITNESSETH

WHEREAS, the governing bodies of the **GOVERNMENTS** have determined that it is necessary for the protection of the health and welfare of the citizens of Lee County, Alabama, that "Emergency Response, "Routine Response", "Rescue Service" and "Ambulance Transport Services" be afforded, and in furtherance thereof they be desirous of providing prompt and adequate routine, convalescent and emergency ambulance service for the sick, lame and injured of Lee County; and

WHEREAS, "Emergency Response" is defined as: to answer a call for assistance with the needed personnel, equipment and transportation in an expeditious manner. This includes all types of calls from either E-911 dispatch and or other emergency personal calls; and

WHEREAS, "Routine Response" is defined as: to answer a call for assistance with the needed personnel, equipment and transportation in an expeditious manner. This includes all types of calls from regular dispatch and or other non-emergency personal calls; and

WHEREAS, "Rescue Service" is defined as: the primary "first responder unit" that arrives at the call location and renders needed first aid and extricates the patient from any entrapments. This includes all types of calls from either E-911 dispatch and or other emergency personal calls; and

WHEREAS, "Ambulance Transport Service" is defined as: the ability to respond, evaluate, transport and deliver the patient to a destination. This requires a vehicle equipped with

a patient compartment and stretcher and licensed by the State of Alabama; and

WHEREAS, "Ambulance" is defined as: a motor vehicle used for the transporting of persons who are wounded, injured, ill or sick. This motor vehicle will meet or exceed the Ambulance Vehicle Specifications as defined by the State of Alabama Bureau of Environmental and Health Service Standards. (Section 420-2-1-1.04); and

WHEREAS, HOSPITAL currently provides an Emergency Medical Service, hereinafter referred to as "EMS" which consists of Routine Response, Emergency Response, Rescue Service, and Ambulance Transport Service for the Cities of Auburn and Opelika, and Lee County; and

WHEREAS, the GOVERNMENTS are desirous of the HOSPITAL to provide the Emergency Response, Routine Response, Rescue Services, and Ambulance Transport Services for Lee County.

NOW, THEREFORE, in furtherance of the foregoing recitals and in consideration of the sum of money hereinafter stipulated to be paid by the GOVERNMENTS to HOSPITAL, the services to be rendered by HOSPITAL and in consideration of the mutual covenants and agreements of the parties herein contained, said parties do covenant, agree and contract as follows:

AGREEMENTS

SERVICES - HOSPITAL

1.1 SERVICES. HOSPITAL will provide Routine Response, Emergency Response, and Ambulance Transport Services for the GOVERNMENTS. HOSPITAL will also provide Rescue Service outside the police jurisdiction of Opelika. HOSPITAL will provide these services twenty-four (24) hours per day, 365 days per year.

1.2 PERSONNEL. HOSPITAL will provide Emergency Medical Technician(s) (EMT), sufficient to staff each ambulance, each of whom will be trained in accordance with the minimum training standards set forth by the State of Alabama, and will be so certified either as an EMT-Basic, EMT-Intermediate, or EMT-Paramedic.

1.3 AMBULANCES. HOSPITAL will have ambulances, staffed with appropriate levels of Emergency Medical Technicians available for the GOVERNMENTS service, twenty-four (24) hours per day, seven (7) days per week.

1.4 MANAGEMENT. Management of the these Services will be handled by the HOSPITAL's Emergency Medical Services Department. Day to day operations will be supervised by the Director of the Emergency Medical Services Department along with shift

supervisors.

1.5 WORKERS' COMPENSATION TRANSFERS. HOSPITAL will provide, at no charge to GOVERNMENTS, five (5) ambulance transports within Lee County. These transports will be used by each of the GOVERNMENTS to offset work related employee transports. This service is not transferable to other agencies and expires in conjunction with this Agreement.

SERVICES

2.1 AUTHORIZATION. The GOVERNMENTS do hereby authorize HOSPITAL as the sole provider of "EMS services" (Emergency Response and Rescue Services), except as noted in Section 5.1, within the Lee County limits. Moreover, the GOVERNMENTS do grant to HOSPITAL a non-exclusive license to provide Routine Response and Ambulance Transport Services within the Lee County limits.

REGULATIONS

3.1 TRAFFIC LAWS. HOSPITAL will at all times comply with the traffic laws and ordinances applicable to and which may be in force in Lee County.

3.2 911 RESPONSE. The GOVERNMENTS do hereby require HOSPITAL to respond to all 911 calls in Lee County with an Advanced Life Support (ALS) Ambulance.

3.3 EMS REGULATIONS. HOSPITAL will comply with all laws, rules and regulations applicable to Emergency Response, Routine Response, Rescue Services and Ambulance Transport Services of the City, County, State of Alabama, and United States and particularly the rules and regulations of the State of Alabama, Department of Public Health, as the same now exists or may hereafter be amended.

TERM

4.1 CONTRACT TERM. The term of this Agreement shall commence on the 1st day of October, 2020, and shall be effective for a period of one (1) year and shall terminate at midnight on the 30th day of September, 2021. This Agreement may also be terminated as follows:

4.2 TERMINATION DUE TO LEGISLATIVE OR ADMINISTRATIVE CHANGE.

Notwithstanding any other provision of this Agreement, in the event of enactment, adoption or promulgation of legislation, rules or regulations by the State, Local, or Federal government, or the Agencies or Departments of either of them which, during the term of this Agreement,

requires substantial increased expenditures by HOSPITAL in order to comply with such legislation, rules or regulations, HOSPITAL shall immediately notify GOVERNMENTS in writing of such legislation, rule or regulation, and provide information concerning the anticipated increased costs. The parties shall then, during a period of ninety (90) days after such notice, negotiate a new Agreement or an amendment to this Agreement to cover such increased costs. If the parties are unable to agree, either party may cancel this Agreement by giving ninety (90) days notice of cancellation in writing to the other party.

4.3 TERMINATION BY FAILURE TO PERFORM. Either party may terminate this Agreement upon the failure of the other party to comply with, or cure any breach or default of any material term, condition or covenant of this Agreement within thirty (30) days after written notice by the terminating party to the other specifying with particularity the specific material term, condition or covenant which has not been performed or has been breached by the other party.

4.4 GENERAL TERMINATION. Either party may terminate this Agreement at any time with or without cause and without penalty, by giving the other party one hundred twenty (120) days prior written notice at any time during the term of this Agreement or any extension or renewal. If the governments terminate this agreement, each agrees to compensate the Hospital based on the settling up process noted below in Section 5.1.

COMPENSATION AND FINANCIAL

5.1 OPERATIONS AMOUNT. GOVERNMENTS each agree to pay HOSPITAL \$287,036 payable in quarterly installments of \$71,759 for Emergency Response, Routine Response, Ambulance Transport Services, and Rescue Services, except Opelika who agrees to provide its own rescue services.

5.2 CAPITAL AMOUNT. GOVERNMENTS each agree to pay HOSPITAL over the next two fiscal years of 2020 and 2021 \$88,440 payable in quarterly installments of \$22,110. Effective 2022, each agree to resume the \$58,440 capital amount payable in quarterly installments.

5.3 PAYMENT DATE. GOVERNMENTS agree to issue the above quarterly payment within ten (10) days following the end of each quarter, in a routine manner, without need for invoices.

5.4 REVENUE. The HOSPITAL will bill patients and insurance companies for Ambulance Transport Services. HOSPITAL will retain all monies collected from these billings.

5.5 ALLOCATION. Revenues, contractual discounts, subsidies, operational expenses and capital expenses shall be allocated to the GOVERNMENTS based on actual use of the Lee County EMS service, either direct or back-up calls. This allocation pertains to bookkeeping

procedures only. It does not affect the amount payable from the GOVERNMENTS to HOSPITAL.

5.6 RECORDS. HOSPITAL shall keep and maintain records reflecting all calls made and received, and an accurate record of the costs and expenses in the operation of the EMS Service.

5.7 BUDGET. Within sixty (60) days prior to the termination of this Agreement, HOSPITAL shall provide to the GOVERNMENTS an operating and capital budget which accurately and fairly projects the financial operation of the EMS Service for the next fiscal year.

5.8 INCOME STATEMENT. HOSPITAL shall provide to the GOVERNMENTS an annual income statement, which accurately reflects the financial condition of the EMS Service at September 30th. This income statement shall be delivered to GOVERNMENTS within one hundred fifty (150) days after the year end.

INDEPENDENT CONTRACTOR

6.1 HOSPITAL. In the performance of the work, duties and obligations evolving upon it under this Agreement, it is mutually understood and agreed that HOSPITAL is at all times acting and performing as an independent contractor; that GOVERNMENTS, shall neither have nor exercise control or direction over the methods by which HOSPITAL provides the work and services except that HOSPITAL, by this Agreement, agrees to perform the said work and services at all times in strict accordance with currently approved methods and that the sole interest of the GOVERNMENTS is to assure that said services shall be performed and rendered in a competent, efficient, and satisfactory manner.

6.2 HOSPITAL EMPLOYEES. HOSPITAL's employees shall not be deemed to be employees of the GOVERNMENTS and shall not act in an Agency capacity for GOVERNMENTS and shall not be entitled to any benefits provided by GOVERNMENTS to its employees, including, but not limited to vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits of any kind.

INSURANCE

7.1 WORKERS' COMPENSATION INSURANCE. HOSPITAL will, at HOSPITAL's expense, obtain and maintain appropriate workers' compensation coverage for HOSPITAL's employed personnel.

7.2 PROFESSIONAL LIABILITY INSURANCE. HOSPITAL will, at HOSPITAL's expense carry professional and comprehensive general and liability insurance covering HOSPITAL, its employed personnel and vehicles, in the minimum amount of \$1,000,000 per

occurrence and \$1,000,000 annual aggregate during the term of this Agreement and an appropriate term thereafter. The deductible for the ambulance liability is \$2,500 and the deductible for the professional liability is \$50,000. Failure to obtain or maintain coverage will be cause for immediate termination of this Agreement.

7.3 INSURANCE COPIES AND CERTIFICATES. HOSPITAL will furnish copies to GOVERNMENTS, if requested by GOVERNMENTS, of each insurance policy and shall furnish copies of all amendments and renewals to each policy so long as this Agreement is in effect. HOSPITAL will additionally cause to be issued by such insurer or insurers a certificate thereof reflecting such coverage and shall instruct and obtain the consent of such insurer or insurers to provide prior written notice to GOVERNMENTS of the cancellation or proposed cancellation thereof for any cause.

GENERAL

8.1 APPLICABLE LAW. This Agreement shall be governed and construed under the laws of the State of Alabama.

8.2 SEVERABILITY. In the event that any of the provisions or portions of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, and portions thereof, shall not be affected thereby.

8.3 WAIVER. The failure by either party hereto to act with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of this Agreement, regardless of the non-breaching party's knowledge of such preceding breach at the time of acceptance of such performance.

8.4 ASSIGNMENT. HOSPITAL will not assign or transfer its interest in this Agreement or delegate its duties and responsibilities hereunder without the written consent of the GOVERNMENTS.

8.5 COMPLETE AGREEMENT. This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

8.6 AMENDMENT. This Agreement may be amended at any time upon mutual consent of both GOVERNMENTS and the HOSPITAL, notwithstanding that the failure of either party to concur with an amendment proposed by the other provides no cause for termination of the Agreement before the date of expiration. Furthermore, all amendments must be in writing and signed by both the GOVERNMENTS and the HOSPITAL.

8.7 FORCE MAJEURE. If either of the parties hereto is delayed or prevented from fulfilling any of its obligations under this Agreement by Force Majeure, said parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

8.8 LEGAL FEES. In the event either party elects or incurs legal expenses to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including, without limitation, attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

8.9 SUPERSEDING OF PRIOR AGREEMENT(S). This Agreement shall supersede any and all other agreements (written and/or oral) between HOSPITAL and GOVERNMENTS relating to Emergency Response, Routine Response, Ambulance Transport Services and Rescue Services.

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NOTICES

9.1 NOTICES. All notices hereunder shall be in writing, delivered personally or by certified or registered postal mails and shall be deemed given when delivered personally or when deposited in the United States Mail, addressed as below and with proper postage affixed.

TO HOSPITAL:

Laura Grill
President
East Alabama Healthcare Authority
2000 Pepperell Parkway
Opelika, Alabama 36802

TO GOVERNMENTS:**LEE COUNTY:**

Bill English
Lee County Probate Judge
Lee County Court House
215 South 9th Street
Opelika, Alabama 36801

CITY OF OPELIKA:

Gary Fuller
Mayor of Opelika
Opelika City Hall
204 South 7th Street
Opelika, AL 36801

CITY OF AUBURN:

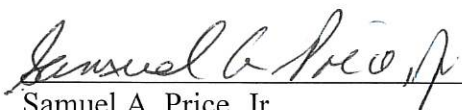
James C. Buston, III
City Manager
City of Auburn
144 Tichenor Ave., Suite 1
Auburn, Alabama 36830

IN WITNESS WHEREOF, the parties represent that they have full authority to execute this Agreement and have executed this Agreement in multiple originals (two) as of the _____ day of _____, 2020.

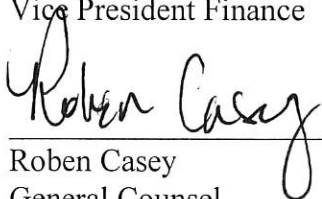
**EAST ALABAMA
HEALTHCARE AUTHORITY:**



Laura Grill
President



Samuel A. Price, Jr.
Vice President Finance



Roben Casey
General Counsel

CITY OF AUBURN:



Ron Anders
Mayor



James C. Buston, III
City Manager

GOVERNMENTS:

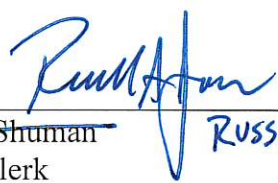
LEE COUNTY:

Bill English
Probate Judge

Roger Rendleman
County Administrator

CITY OF OPELIKA:

Gary Fuller
Mayor



R. G. Shuman
City Clerk

RUSSELL A. JONES

RESOLUTION NO. 20-235

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

That the Mayor and City Manager be and they are hereby authorized and directed to execute for and on behalf of the City of Auburn that certain Agreement by and between the City of Auburn and the City of Opelika, Lee County, and East Alabama Healthcare Authority for the purpose of providing Emergency Response, Routine Response, Rescue Service, and Ambulance Transport Services in the amount of \$375,476. A copy of said Agreement is attached hereto.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama,
this 20th day of October, 2020.


Mayor

ATTEST:


City Manager

RESOLUTION NO. 311-20

Approve Contract with Seely & Long Associates, Inc. for YIPP Grant Administration Services.

RESOLUTION NO. _____

**RESOLUTION APPROVING CONTRACT WITH SEELY & LONG ASSOCIATES,
INC. FOR GRANT ADMINISTRATION SERVICES**

WHEREAS, reducing the levels of youth and adult crime is a major goal of the City Council of the City of Opelika (the "City"); and

WHEREAS, the City has been awarded a grant to implement a Youth Incarceration Prevention Program ("YIPP") for the period from October 1, 2020 to September 30, 2021; and

WHEREAS, the City wishes to engage Seely & Long Associates, Inc. to provide certain technical and professional services for grant administration; and

WHEREAS, a Professional Services Contract (the "Contract") to be entered into between the City and Seely & Long Associates, Inc. has been prepared and submitted to the City Council and the City Council determined that it is in the best interest of the City and its citizens to approve said Contract; and

WHEREAS, the compensation to be paid to Seely & Long Associates, Inc. under the Contract shall come from grant funds.

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

1. That the City does hereby retain the services of Seely & Long Associates, Inc. to administer the YIPP grant and program.
2. That the proposed Contract to be entered into between the City and Seely & Long Associates, Inc. which is attached hereunto marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto, by addition, deletion or substitution, as the Mayor shall

approve, which approval shall be conclusively evidenced by execution and delivery by said Contract.

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

4. 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.

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

ADOPTED AND APPROVED this the ____ day of _____ 2020.

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

ATTEST:

CITY CLERK

Seely & Long Associates Professional Services Contract

(Version 1: October 26, Dick Seely)

The City of Opelika, Alabama, a municipal corporation (Client), agrees to retain Seely & Long Associates, a firm registered to do business in the state of Florida (Contractor), to implement the scope of work of the Opelika Youth Incarceration Prevention Project (YIPP) program (Project ID: __-__-__-__) from October 1, 2020 to September 30, 2021 for funding of \$50,000 provided under a grant from the Alabama Department of Economic and Community Affairs (ADECA). This agreement will remain in force by the Consultant meeting all project requirements and additional grant or other funding being obtained to continue implementing the YIPP initiative after September 30, 2021.

• CONSULTANT SCOPE OF WORK

The Consultant is retained to achieve the following deliverables approved by ADECA:

Project measurable goals & objectives

- Intervene in the lives of 80 youth offenders and their families and achieve over the October 1, 2020 to September 30, 2021 a recidivism rate of 10% or less compared to the national average 1-year average of 57%
- 70% of the attendees not having a high school diploma and enrolling in the GED program will stay in school/moved on to the next grade or graduate.
- Project participants will have a truancy rate of 10% or less.
- Participants will have 4% suspension rate or less.
- Alabama has one of the highest rates for teen pregnancy in the country recorded at 2.5 or 25 births per 1,000. The project teenage pregnancy rate goal is 0%.

Other objectives: a community support worker will achieve the following short-term outcomes*

- Increased use of preventive medical and behavioral health services
- Increased use of stabilization services for individuals living with both mental health and substance use disorders
- Decrease in inappropriate initiation of 911 services/ first responders and use of emergency rooms
- Increased awareness of services to target population within community/individuals
- Increase access to employment opportunities
- Increased access to needed social services
- Increased number of clients in services with coordinated linkages in care among services providers or reconnection of clients to services

*All the above will be tracked and measured for the coming 12-month period.

Program Evaluation

Primary outcomes to be measured during the youth offender pilot project:

- Youth offender annual recidivism rate
- Percentage of participants staying in school/moving on to the next grade or graduating.
- Participant truancy rate.
- Participant school suspension rate.
- Level of teen pregnancy.

The frightening truth is that few states and areas measure whether the juvenile justice or other systems are helping to prevent a youth's subsequent involvement in the system. The YIPP program has as a priority of collecting data that measures the degree to which positive youth outcomes are being achieved. A quantitative evaluation system is in place that determines the degree to which the pilot program is helping to prevent youth's subsequent involvement in the system and whether it is helping youth transition to a crime-free and productive adulthood.

Dr. Richard Seely, will oversee the following data collection, analysis and report generation action plan:

- Program attendance – collected, tabulated weekly
- Participant program impact survey (nationally validated) - collected, tabulated initially, after attending 3 times, 5 times, 10 times, 20, 30 & 40 times in a calendar year
- Youth offender annual recidivism rate - collected, tabulated monthly
- Percentage of participants staying in school/moving on to the next grade or graduating - collected, tabulated beginning, middle, and end of school year
- Participant truancy rate - collected, tabulated weekly
- Participant school suspension rate - collected, tabulated weekly
- Level of teen pregnancy - collected, tabulated monthly

All data collected and reported on will be inputted into the YIPP program data base.

• PROJECT BUDGET

The Consultant will carry out the pilot program scope of work for \$50,000 as define in the following line item budget approved by ADECA.

YIPP 2020-2021 Program Budget

Professional Services

<u>Position</u>	<u>Description</u>	<u>Amount</u>
Project Manager, M. Long	\$30/hr. x 800 hrs.	\$24000

Planning, Evaluation, Reporting, R. Seely	\$40/hr. x 300 hrs.	\$18000
Session & Volunteer Coordinator, A. Long	\$15/hr. x 240 hrs.	\$8000
Total		\$50,000

YIPP Program Budget Justification

<u>Cost Category</u>	<u>Project Contribution/Purpose</u>
Project Manager	Responsible for approving and providing overall oversight for all pilot project planning, organizing staffing, directing and controlling activities. Specifically, the Project Manager supervises all tutoring sessions, development of lesson plans for participants, the scheduling and content of participant home visits, the recruitment of volunteer college interns, etc.
Director Planning, Evaluation, & Reporting	Responsible for preparing the project action plan/timeline, monitoring & updating the plan, carrying out the adopted program evaluation plan, preparing and distributing periodic program outcome reports, among other duties.
Session & Volunteer	Responsible for planning, overseeing preparation and serving Coordinator healthy, nutritious meals to session attendees, assisting the Project Manager plan tutoring and other educational sessions and health activities.

3. TERM:

The term of this agreement is October 1, 2020 to September 30, 2021. The agreement will remain in force by the Consultant meeting all present project requirements and additional grant or other funding is obtained to continue implementing the YIPP initiative after September 30, 2021.

4. TERMINATION:

This agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. PRODUCT OF SERVICES:

All materials developed for or acquired by the Contractor during the term of this agreement are the property of the client

- **PROPRIETARY INFORMATION**

The Contractor acknowledges that, in the course of contract with the Client, the principals may become aware of certain information about the latter organization 's operations or clients that is considered proprietary. The Contractor agrees not to disclose such information or use the information in any manner without the express written permission of the Client.

- **RECORDS AND AUDITS:**

Records of Consultant's services related to this agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to the Client on inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

- **INDEPENDENT CONTRACTOR:**

Consultant is and shall be acting at all times as an independent contractor and not as an employee of the Client. Consultant shall have no power to incur any debt, obligation or have control over the conduct of Client or Client's employees, except as set forth in this agreement. Consultant shall not at any time or in any manner represent that it or any of its employees are in any manner agents or employees of the Client. Consultant shall procure, at its sole expense, and be responsible for any and all payment of federal income tax, Social Security, state disability insurance, unemployment compensation and other payroll deductions for Consultant.

- **ACCESS TO RECORDS:**

The Consultant agrees to provide the City and any applicable federal or state agency or their authorized agents access to any records necessary to determine grant compliance. The Consultant agrees to create and retain records supporting the services rendered or materials delivered for a period of four (4) years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by federal or state agencies, whichever is later.

The provisions of this Contract are agreed to by;

**CITY OF OPELIKA, ALABAMA,
A MUNICIPAL CORPORATION**

GARY FULLER, ITS MAYOR

DATE

SEELY & LONG ASSOCIATES, INC.
CONTRACTOR

DR. RICHARD SEELY,
PRESIDENT AND CEO

DATE

ORDINANCE NO. (ID # 4331)

Amend Zoning Ordinance & Map; Rezone 89.5 Acres, 900 Block N. Uniroyal Road - 1st Reading.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA**

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

Section 1. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a R-1 District (Rural District) to a R-2 District (Low Density Residential District), the parcel of land hereinafter described:

All of the following described property lying to the south of the section line dividing Sections 3 and 10, 19N, Range 27E in Lee County, Alabama, to wit:

From the Northeast corner of the Northwest Quarter of Section 10, Township 19 North, Range 27 East, in Lee County, Alabama, thence run Westerly along the North Section line of said Section 10 for 435 feet; thence run South 570 feet; thence run West 395 feet to said point of beginning; thence continue Westerly for 1,750 feet, more or less, to the Easterly margin of North Uniroyal Road; thence run Northerly along the Easterly margin of said road for 2,430 feet, more or less, to the intersection of Ridge Road with North Uniroyal Road; thence leaving said margin of said road run South 37 degrees 32 minutes East for 610.3 feet; thence run South 54 degrees 10 minutes East for 135.6 feet; thence run South 87 degrees 29 minutes East for 674.6 feet to the Southerly margin of Ridge Road; thence continuing along said margin of said road run South 59 degrees 21 minutes East for 565.2 feet; thence along a curve to the left, the radius of said curve being 867.05 feet for 205.2 feet; thence leaving said

margin of said road run South 29 degrees 25 minutes West for 107.6 feet; thence run South 44 degrees 00 minutes East for 260.0 feet; thence run South 50 degrees 00 minutes East for 600.4 feet; thence run South 1 degree 10 minutes East for 542.2 feet; thence run South 18 degrees 15 minutes East for 2,233.5 feet; thence run West for 1,599.3 feet; thence run North 1,869.9 feet to said point of beginning.

The above-described property, lying in Section 10, Township 19N, Range 27E in Lee County, Alabama, contains approximately 89.5 acres and is located in the 900 Block of North Uniroyal Road, Opelika, Alabama.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2020.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2020.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 028-20-ORD

Amend Zoning Ordinance & Map: 38.3 Acres, 3000 Block Columbus Pkwy - 1st Reading.

ORDINANCE NO. _____

**ORDINANCE TO PRE-ZONE PROPERTY LOCATED AT 3001 COLUMBUS
PARKWAY (U.S. HIGHWAY 280 EAST)**

WHEREAS, Barbara F. Van Hooser, as the owner of certain real property located at 3001 Columbus Parkway within the unincorporated area of Lee County, Alabama, has requested that said property be pre-zoned to a R-3 District (Low Density Residential District) prior to annexing into the City of Opelika; and

WHEREAS, said real property is located on the south margin of Columbus Parkway (U.S. Highway 280 East), and is more particularly described as follows:

Commence at the Northeast Corner of Section 15, Township 19 North, Range 27 East to Lee County, Alabama, and run thence South along the East line of said Section 15 for 1,131.0 feet to a point on the Southerly margin of U.S. Highway #280, this being the point of beginning of the tract of land here to be described and conveyed; from said point of beginning, continue South along the East line of said Section 15 for 1,561 feet to a point; run thence West for a distance of 1,320.7 feet to a point; run thence North 00 degrees 41 minutes West for a distance of 1,091 feet to a point; run thence East for a distance of 742.3 feet to a point; run thence North for a distance of 550.1 feet to a point on the Southerly margin of U.S. Highway #280, run thence South 82 degrees 00 minutes East a distance of 597.2 feet to the point of beginning.

The above described property contains 38.3 acres, more or less, and is located at 3001 Columbus Parkway (U.S. Highway 280 East).

;and

WHEREAS, at the regular meeting of the Planning Commission on September 22, 2020,

the Commission did recommend to the City Council that said property be zoned to R-3; and

WHEREAS, due notice of said proposed pre-zoning has been provided to the public as required by law through publication; and

WHEREAS, the City Council of the City of Opelika after due consideration, and upon consideration of the recommendation of the Planning Commission, finds and determines that the application for pre-zoning of the above described real property is proper and in the best interest of the citizens of the City of Opelika, Alabama.

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

Section 1. **Zoning.** That the above-described real property is hereby pre-zoned to a R-3 District (Low Density Residential District). Upon annexation of said property, the property shall be assigned the R-3 district and the zoning ordinance and zoning map shall be amended to reflect said zoning. Should the annexation not occur prior to the expiration of this pre-zoning as set forth in Section 4, this pre-zoning shall have no effect and the property shall remain in the unincorporated area of Lee County, Alabama.

Section 2. **Repealer.** All other City ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed.

Section 3. **Severability.** The provisions of this Ordinance are severable. If any provision, section, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not effect or impair the remainder of said Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence or part thereof separately and independently of each other.

Section 4. **Effective Date and Expiration Date.** This Ordinance and, in particular the pre-zoning shall take effect after the date of its approval by the City Council of the City of Opelika and publication as required by law. Pursuant to the *Code of Alabama* (1975), §11-52-85, the zoning of the property shall become effective upon the date the territory is annexed into the corporate limits. If any portion of the territory is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law, then this pre-zoning shall be null and void. Should the pre-zoning become null and void, the applicant may reapply

for pre-zoning at any time as long as an annexation petition is pending.

Section 5. **Publication.** This ordinance shall be published as provided by law in a newspaper of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2020.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2020.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 029-20-ORD

Annexation of 38.3 Acres, 3000 Block Columbus Pkwy - 1st Reading.

Staff report and map are attached.

ORDINANCE NO. _____

**ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS
OF THE CITY OF OPELIKA**

(Barbara F. Van Hooser Property located at 3001 Columbus Parkway)

WHEREAS, Barbara F. Van Hooser (hereinafter referred to as the “Petitioner”) being the owner of the property hereinafter described, heretofore filed a Petition for Annexation (the “Petition”) with the City of Opelika, Alabama, a municipal corporation, a copy of which is attached hereto as Exhibit “A”, requesting the annexation of certain property owned by the Petitioner as more particularly described below; and

WHEREAS, Petitioner is the owner of all of the land described in her Petition; and

WHEREAS, the territory to be annexed is contiguous to the existing corporate limits of the City of Opelika and does not embrace any territory within the corporate limits of another municipality, and when annexed into the City of Opelika will form a homogenous part of the City; and

WHEREAS, the City Council of the City of Opelika did find and determine that it is in the best interest of the public that said property be annexed into the City of Opelika and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *Code of Alabama* (1975).

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

Alabama as follows:

Section 1. The City Council of the City of Opelika, finds and declares as the legislative body of the City of Opelika that it is in the best interest of the citizens of the City of Opelika, and the citizens of the affected area, to bring the territory described in Section 2 of this Ordinance into the corporate limits of the City of Opelika.

Section 2. The following described property be, and the same is hereby annexed into the corporate limits of the City of Opelika, Alabama, and the boundary lines and corporate limits of the City of Opelika, Alabama shall be extended, altered and rearranged to include within the corporate limits of the City of Opelika in addition to the territory now included therein, all the following territory, to wit:

Commence at the Northeast Corner of Section 15, Township 19 North, Range 27 East to Lee County, Alabama, and run thence South along the East line of said Section 15 for 1,131.0 feet to a point on the Southerly margin of U.S. Highway #280, this being the point of beginning of the tract of land here to be described and conveyed; from said point of beginning, continue South along the East line of said Section 15 for 1,561 feet to a point; run thence West for a distance of 1,320.7 feet to a point; run thence North 00 degrees 41 minutes West for a distance of 1,091 feet to a point; run thence East for a distance of 742.3 feet to a point; run thence North for a distance of 550.1 feet to a point on the Southerly margin of U.S. Highway #280, run thence South 82 degrees 00 minutes East a distance of 597.2 feet to the point of beginning.

The above described property contains 38.3 acres, more or less, and is located at 3001 Columbus Parkway (U.S. Highway 280 East).

Section 3. A map or plat of a survey describing the territory annexed and showing its relation to the corporate limits of the City of Opelika shall be attached to this ordinance, marked Exhibit "B" and made a part hereof.

Section 4. The Clerk of the City of Opelika is hereby authorized and directed to file with the Probate Judge of Lee County, Alabama, a certified copy of this ordinance, together with a certified copy of the petition of the property owner and the Clerk is further directed to take all necessary and proper steps to perfect the annexation of said territory herein described.

Section 5. This ordinance shall be published as provided by law in a newspaper of general circulation in the City of Opelika, Alabama.

Section 6. The territory described in this ordinance shall become a part of the corporate limits of the City of Opelika upon publication of this ordinance as set forth in Section 5 above.

ADOPTED AND APPROVED this the ____ day of _____, 2020.

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

ATTEST:

 CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2020.

 CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM # 4a

PETITION FOR ANNEXATION INTO CITY LIMITS OF THE CITY OF OPELIKA PURSUANT TO
THE PROVISIONS OF SECTION 11-42-20, ET SEQ OF THE CODES OF ALABAMA, 1975

STATE OF ALABAMA

LEE COUNTY

TO: THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

Come now the undersigned (hereinafter referred to as the "Petitioners"), being all the property owners
of all the land described below, and represent and show unto your Honors as follows:

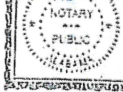
1. The Petitioners are the owners of the property hereinafter described, which is located and contained within an area contiguous to the corporate limits of the City of Opelika, an incorporated Municipality, situated in Lee County, Alabama, with a population of more than two thousand (2,000) according to the most recent Federal Census, which said property, is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (legal description)

2. There is attached hereto as Exhibit "B" and made a part of this Petition, a MAP of the above-described territory showing its relationship to the corporate limits of said Municipality of which it is proposed to be annexed.
3. The Petitioners certify that they are the owners of all the land within the above-described property.
4. The Petitioners certify that the territory to be annexed is contiguous to the existing corporate limits of the City of Opelika will form a homogenous part of the City.
5. The Petitioners represent and show it will be to the best interest of the City of Opelika and that the public good requires that the above-described territory be annexed into the City of Opelika, Alabama, a Municipal corporation.
6. The Petitioners understand that the city has not committed to provide sanitary sewer service to their property immediately, but will work to provide the service as soon as economically feasible.

WHEREFORE, your Petitioners respectfully pray that the City Council of the City of Opelika adopt an appropriate annexation ordinance assenting to the annexation of the above-described property into said Municipality, and that the corporate limits of the City be extended and rearranged by said ordinances so as to embrace and to include the above-described property as part of the corporate area of said City. The Petitioners further show that such other acts is taken as are necessary or appropriate in order to accomplish the annexation of the above-described territory.

RESPECTFULLY SUBMITTED this the 26 day of August, 2020



KATHERINE M. COLE
My Commission Expires
January 19, 2021

AGENDA ITEM # 4a

NOTARY SIGNATURES

Before me, Katherine M. Cole,
a Notary Public in and for said County and State, hereby
certify that Michael Johnston,
whose name is signed to the foregoing petition as
Authorized Manager [President, Chairman, etc.]
of _____,
[Corporation, City], and who is known to me, acknowledged
before me on this date that he executed the same voluntarily
for and as the act of said corporation, being duly authorized
to do so, all on the day they say bears date. Given under
my hand and official seal of office this the
26th
day of AUGUST, 2020

Katherine M. Cole Notary Public

Katherine M. Cole
(print name)

300 N. Dean Rd # 5
(address)

Auburn, AL 36830
(city, state, zip)

BY: [Signature]
(signature)

ITS: Authorized Manager
(title)

DATE: 08-26-2020

I, the undersigned authority, a Notary Public in and for
said County and State, hereby certify that
Barbara F. Van Hoose,
whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on this date.
Given under my hand and official seal of office this
27th day of October, 2020

Julie Faye Smith Notary Public
Oct 12, 2023

Authentisign
Barbara F. Van Hoose (Signature)
10/12/2020 1:26:19 PM CDT

BARBARA F. VAN HOOSE
(print name)

915 Sutter Hill Rd.
Nashville, TN 37204
(mailing address)

DATE: _____

I, the undersigned authority, a Notary Public in and for
said County and State, hereby certify that
_____,
whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on this date.
Given under my hand and official seal of office this
_____ day of _____,

Notary Public

(Signature)

(print name)

(mailing address)

DATE: _____

I, the undersigned authority, a Notary Public in and for
said County and State, hereby certify that
_____,
whose name is signed to the foregoing petition, and
who is known to me, acknowledged before me on this
day, that being informed of the contents of said petition,
he/she executed the same voluntarily on this date.
Given under my hand and official seal of office this
_____ day of _____,

Notary Public

(Signature)

(print name)

(mailing address)

DATE: _____

STATE OF ALABAMA
COUNTY OF LEE

2473 268
Recorded in the Office
of the Clerk of the Court
11-20-2013 09:32:07 AM
Bill English - Probate Judge
Lee County, AL

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that ARTHUR E. FOURIER, JR. as
TRUSTEE of the ARTHUR E. FOURIER REVOCABLE TRUST, the Grantor, in consideration
of the sum of ONE (\$1.00) DOLLAR and other good and valuable considerations hereby
acknowledged to have been paid to the said Grantor by BARBARA F. VAN HOOSER and
~~ARTHUR E. FOURIER, JR.~~ the Grantee, the receipt of which is hereby acknowledged, the
Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto BARBARA F. VAN
HOOSER ~~and ARTHUR E. FOURIER, JR.~~ the following real property located in Lee County,
Alabama and described as follows:

Commence at the Northeast Corner of Section 15, Township 19
North, Range 27 East in Lee County, Alabama, and run thence
South along the East line of said Section 15 for 1,134.0 feet to a
point on the Southern margin of U.S. Highway #280, this being
the point of beginning of the tract of land here to be described and
conveyed; from said point of beginning, continue South along the
East line of said Section 15 for 1,561 feet to a point; run thence West
for a distance of 1,320.7 feet to a point; run thence North 08 degrees
41 minutes West for a distance of 1,091 feet to a point; run thence
East for a distance of 742.3 feet to a point; run thence North for a
distance of 350.1 feet to a point on the Southern margin of U. S.
Highway #280; run thence South 82 degrees 00 minutes East a
distance of 597.3 feet to the point of beginning. Said property
containing 40.013 acres and being situated in the Northeast Quarter
of Section 15, Township 19 North, Range 27 East in Lee County,
Alabama, and being described according to and as shown by map or
plot thereof marked "Exhibit A" to Warranty Deed with Survivorship
dated August 3, 1970 which appears of record in Deed Book 837 at
Page 376 in the Office of the Judge of Probate of Lee County, Alabama.

Being the same and identical property described in and conveyed by
Warranty Deed with Survivorship dated August 3, 1970 from Charles
K. Huling, Jr. and Deloris B. Huling to Arthur E. Fourier, Grantor
herein, and his wife, Ruth G. Fourier, who is now deceased, which
deed is recorded in Deed Book 837 at Page 376 in the Office of the
Judge of Probate of Lee County, Alabama.

ORDINANCE NO. (ID # 4433)

Lease Agreement with Level-Up Towers, LLC - 1st Reading.

ORDINANCE NO. _____

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

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama (the "City") is not currently needed for public or municipal purposes, to-wit:

All that tract or parcel of land, lying and being in the Northeast Quarter of the Southeast Quarter of Section 12, Township 19 North, Range 26 East, in the City of Opelika, Lee County, Alabama, and being more particularly described as follows:

Commence at an open top iron being the Southeast corner of a parcel identified as PID# 43-09-01-12-4-001-013.000 located at the intersection of the North right of way line of Elliott Avenue and the West right of way line of Westwood Street, and having Alabama State Plane Coordinates (East) of N: 782250.41 / E: 792345.98; thence N 68° 20' 42"W a distance of 263.57' to a 5/8" capped rebar (Bailey Land Group CA 899LS) and the Point of Beginning of the following described lease area; thence S 42° 16' 24"W a distance of 40.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 47° 43' 36"W a distance of 62.50' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 42° 16' 24"E a distance of 40.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence S 47° 43' 36"E a distance of 62.50' back to the Point of Beginning.

Said tract contains 2,500 square feet (0.06 acres), more or less.

Section 2. That the City, having received an offer from Level-Up Towers, LLC, a Georgia limited liability company, to lease the real property described in Section 1 above, it is hereby declared to be in the best interest of the public and the City, to lease said real property (the “Premises”) to Level-Up Towers, LLC, for the following terms and conditions, to-wit:

The Lease of the premises commences on the date Level-Up Towers, LLC gives written notification to the City of its exercise of the option to lease, which Commencement Date shall occur no later than two (2) years after the date of the Option and Lease, but said option to lease may be renewed for an additional two (2) years.

The lease provides for the lease by the City to Level-Up Towers of the premises described in Section 1 above for an initial term of ten (10) years commencing on the Commencement Date, with five (5) renewal options of an additional five (5) years each, for a maximum term (including renewal terms) of thirty-five (35) years.

Beginning as of the Commencement Date, rent is payable by Level-Up Towers to the City in equal monthly installments of \$1,500. Rent is subject to an annual increase of two percent (2%), such increase to take effect on each anniversary date of the Commencement Date and continuing throughout the remainder of the term of the Lease (including the renewal terms). In addition, commencing with the installation of the second subtenant on the tower and each subtenant thereafter, the City shall be entitled to receive an amount equal to ten percent (10%) of the second and subsequent subtenant’s monthly rental fee actually received and collected by Level-Up Towers, LLC.

Level-Up Towers, LLC may use the premises for the purposes of erecting, installing, operating and maintaining communications towers, antennae, related equipment and communication equipment shelters or cabinets.

The City grants to Level-Up Towers a 30-foot wide non-exclusive access and utility easement from Elliott Avenue to the leased premises as more particularly described in the Option and Lease Agreement.

Section 3. That the proposed Option and Lease Agreement to be entered into between the City and Level-Up Towers, LLC, a copy of which is on file in the office of the City Clerk, be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. Pursuant to the authority granted by §11-47-21 of the *Code of Alabama*, 1975, the Mayor is hereby authorized and directed to execute and deliver said Option and Lease Agreement in the name and on behalf of the City.

Section 5. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Ordinance and the Option and Lease Agreement.

Section 6. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. That the City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2020.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR this the ____ day of _____, 2020.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

Level-Up Site Name: Opelika, Floral Park

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by **The CITY OF OPELIKA**, a municipal corporation, having a mailing address of 204 S 7th Street, Opelika, AL 36803 ("**Landlord**") and Level-Up Towers, LLC, a Georgia limited liability company, having a mailing address of 3740 Davinci Ct. Suite 100, Peachtree Corners, GA 30092 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at **600 Floral St**, in the City of Opelika, State of **Alabama** (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with the installation, operation, maintenance and management of telecommunications equipment at the Property and, the Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 2,500 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives shall have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the reasonable opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, the validity of Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, except for reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of one thousand and No/100 Dollars (\$1000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of two (2) years commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional two (2) years (the "**Renewal Option Terms**") upon written notification to Landlord and the payment of an additional one thousand and No/100 Dollars (\$1000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action. Tenant will give landlord notice within fifteen (15) days of the option being sold, assigned or transferred

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement, the Option is exercised, and Landlord subdivides, sells, or changes the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant shall be entitled to sublease and/or sublicense all or any part of the Premises or any communications tower(s) thereon at any time to a subtenant, sublessee or sublicensee (collectively, the "Subtenants") without Landlord's consent and without additional payment to Landlord. Tenant and Subtenants, may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, dishes, generators, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property. Tenant and Subtenants, further have the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will be confirmation of Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property, as described on **Exhibit 1**, as may reasonably be required during construction and installation of the Communication Facility. Tenant and Subtenants, have the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant and Subtenants have the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication

Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the “**Additional Premises**”) for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be ten (10) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the Tenth (10th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant’s intent to terminate this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then current Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intent to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an “**Annual Term**”) until terminated by either party by giving to the other written notice of its intent to terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the “**Term**”).

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, ONE THOUSAND FIVE HUNDRED and No/100 Dollars (\$1,500.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) If applicable, all charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(c) Rent shall increase annually by two percent (2%) on the anniversary of the Commencement Date (the “**Rent Escalator**”).

(d) Commencing with the installation of the second Subtenant on the tower and each Subtenant thereafter, Landlord shall be entitled to receive an amount equal to Ten percent (10%) of the second and subsequent Subtenant’s monthly rental fee actually received and collected by Tenant (“**Revenue Share**”).

Tenant's Revenue Share payment to Landlord shall be due the following month after receipt of rental payments from applicable Subtenants. At all times, Tenant shall be entitled to have one Subtenant located on the Premises/tower for no Revenue Share or other consideration owed to Landlord. Monies collected by Tenant from Subtenants for utility installation and fees, structural upgrades to the tower, and other reimbursable costs and expenses and actual pass through costs shall be excluded for purposes of calculating the Revenue Share. Tenant shall provide Landlord with documentation, evidencing new rents to be collected by Tenant, within 60 days of commencement of each Subtenant agreement starting with the second Subtenant agreement. Tenant's obligation to pay the Revenue Share to Landlord shall become effective on the date any such subtenant begins to pay rent to Tenant (although payment of such Revenue Share is due as set forth above) and shall terminate at such time as said subtenant's sublease expires or is terminated, and shall be prorated for partial months. Tenant shall provide Landlord a copy of any such sublease.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

(d) The Tenant acknowledges that the building of a new tower or collocating an antenna on an existing structure requires compliance with the City of Opelika's "Wireless Telecommunications Facilities Siting Ordinance", which is codified at Sections 5.5-301 through 5.5-337 of the *City Code*. No person is permitted to site, build, construct or modify a wireless telecommunications facility without first having obtained a special use permit from the City Council.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required Governmental Approvals necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or maintaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion that the condition of the Premises is unsatisfactory for its intended uses because of title or survey defects or unsatisfactory soil boring or environmental studies;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to the Rent Commencement Date; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this

Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

7. INSURANCE.

During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

8. INTERFERENCE.

(a) Prior to, or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency user(s) on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or its Subtenants or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord shall not permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or its Subtenants or the rights of Tenant under this Agreement. Landlord shall cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period; Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) Tenant, its employees, Subtenants, agents, vendors and contractors, shall not interfere with the operations of the Landlord.

(f) The Tenant agrees to require its subtenants to operate their equipment so as to not create unreasonable radio frequency interference with the properly licensed and operating transmissions of the Landlord. In the event such interference occurs, Tenant agrees to notify any subtenant within 48 hours to correct such interference or to cease its use of its equipment located on the Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from or arising out of the negligence or willful misconduct of Tenant, except to the extent such claims or damages are caused by the negligence or willful misconduct of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from or arising out of the negligence or willful misconduct of Landlord, its employees or agents, except to the extent such claims or damages are caused by the negligence or willful misconduct of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

(c) The Tenant being familiar with the physical condition of the Property agrees to lease the Property in an "As-Is", "Where-Is" condition with all faults and conditions thereon. Tenant acknowledges that except as expressly set forth in this lease, neither Landlord nor agent of Landlord has made any representation or warranty, express or implied, as to the physical condition of the Property. The Tenant waives any implied warranty that the property is suitable for the permitted use.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified on Exhibit 2 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or

worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant, its Subtenants, employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public right of way to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities, including fiber, serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. As necessary, Landlord agrees to execute a letter granting Tenant Access to the Property; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Tenant's Access shall not impede the Landlord's operations.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Upon the expiration or earlier termination of this Agreement, Tenant will remove the Communications Facility (except footings) and restore the Premises to its condition on the Effective Date, reasonable wear and tear and casualty damage excepted. Landlord covenants and

agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements

(b) If applicable, Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty(30) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power, fiber and telecommunications, to Tenant an easement over the Property, from an open and improved public right of way to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity. In the event Landlord elects to terminate this Agreement due to a default by Tenant, it shall continue to honor all leasehold and or license commitments made by Tenant

through the expiration of the Term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. If there is an assignment of the Agreement that results in another party becoming responsible for the terms of this Agreement, Tenant will provide prompt notification of the assignment which shall include the identity of the new party, their address, the date on which the assignment shall take effect and documentation demonstrating that the new party is aware of and has agreed to the terms of this Agreement. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Formal notices will be addressed to the parties as follows

If to Tenant (Formal): Level-Up Towers, LLC
c/o Foresite Group
Attn: Dustin Baily
Re: Opelika, Floral Park
3740 Davinci Ct. Suite 100
Peachtree Corners, GA 30092

Tenant (Informal) : David Grigonis
Email: dgrigonis@fg-inc.net
Phone: (410) 365-5238

If to Landlord (Formal): City of Opelika
ATTN: Mayor
204 S 7th Street,
Opelika, AL 36803

Landlord Informal Contact:
Email: jmotley@opelika-al.gov
Phone No. 334-705-5150

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property of the Tenant for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) If applicable, Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any

inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date of this Agreement, Landlord shall provide the Tenant's address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or other parts of Premises, or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed TND Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless documented in writing and signed by Landlord and Tenant. No provision may be waived except in writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require

performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 3**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property. If for any reason the Tenant's use of the Property fails to comply with any federal, state or local law and the Tenant fails to bring its use in compliance within ninety (90) days' written notice of such non-compliance from the Landlord, this Lease shall be terminable by the Landlord.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person

or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Force Majeure.** The time for performance by Landlord or Tenant for any term, provision or covenant of this Lease is to be deemed extended by time loss due to delays resulting from acts of God, strikes, civil commotion, terrorist act, epidemic, pandemic, quarantine, riots, war, natural catastrophes, floods, material or labor restrictions by governmental authority, and any other cause within the control of Landlord or Tenant as the case may be.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Opelika

By: _____
 Print Name: Gary Fuller
 Its: Mayor
 Date: _____

"TENANT"

Level-Up Towers, LLC,
 a Georgia limited liability company

By: _____
 Print Name: Erik Johnson
 Its: President
 Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT**Acknowledgment of Individual acting in his Own Right.**

State of Alabama

City of Opelika

On this ____ day of _____ 20__, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

Notary Public

Print Name: _____

My commission expires: _____

TENANT ACKNOWLEDGMENT

State of Georgia

County of Gwinnett

On this ____ day of _____ 20__, before me appeared _____ to me personally known, who, being by me duly sworn (or affirmed), did say that he is the President of Level-Up Towers, LLC, a Georgia limited liability company, and that said instrument was signed on behalf of said limited liability company, by consent of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT 1**DESCRIPTION OF PREMISES**

Page ____ of ____

to the Option and Lease Agreement dated _____, 20____, by and between **The CITY OF OPELIKA**, as Landlord, and Level-Up Towers, LLC, a Georgia limited liability company, as Tenant.

The Property is legally described as follows:

LEASE AREA --- AS SURVEYED

A lease area of land situated in the Northeast ¼ of the Southeast ¼ of Section 12, Township 19 North, Range 26 East, Lee County, Alabama, and being more particularly described as follows:

Commence at an open top iron being the Southeast corner of a parcel identified as PID# 43-09-01-12-4-001-013.000 located at the intersection of the North right of way line of Elliott Avenue and the West right of way line of Westwood Street, and having Alabama State Plane Coordinates (East) of N: 782250.41 / E: 792345.98; thence N 68° 20' 42"W a distance of 263.57' to a 5/8" capped rebar (Bailey Land Group CA 899LS) and the Point of Beginning of the following described lease area; thence S 42° 16' 24"W a distance of 40.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 47° 43' 36"W a distance of 62.50' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 42° 16' 24"E a distance of 40.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence S 47° 43' 36"E a distance of 62.50' back to the Point of Beginning. Said lease area containing 2,500 SQ FT (0.06 acres), more or less.

30' ACCESS/POWER/FIBER EASEMENT --- AS SURVEYED

An easement of land situated in the Northeast ¼ of the Southeast ¼ of Section 12, Township 19 North, Range 26 East, Lee County, Alabama, and being more particularly described as follows:

Commence at an open top iron being the Southeast corner of a parcel identified as PID# 43-09-01-12-4-001-013.000 located at the intersection of the North right of way line of Elliott Avenue and the West right of way line of Westwood Street, and having Alabama State Plane Coordinates (East) of N: 782250.41 / E: 792345.98; thence N 68° 20' 42"W a distance of 263.57' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence S 42° 16' 24"W a distance of 10.00' to the Point of Beginning of the following described 30' access/power/fiber easement; thence S 47° 43' 36"E a distance of 30.00' to a point; thence S 42° 16' 24"W a distance of 39.23' to a point; thence S 0° 11' 02"W a distance of 39.83' to a point along the North right of way line of Elliott Avenue; thence along said right of way N 89° 48' 58"W a distance of 30.00' to a point; thence leaving said right of way line N 0° 11' 02"E a distance of 38.94' to a point; thence N 47° 43' 36"W a distance of 39.59' to a point; thence N 42° 16' 24"E a distance of 30.00' to a point; thence S 47° 43' 36"E a distance of 31.25' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 42° 16' 24"E a distance of 30.00' back to the Point of Beginning. Said easement containing 3,694 SQ FT (0.08 acres), more or less.

EXHIBIT 1
DESCRIPTION OF PREMISES

Page ____ of ____

The Premises are described and/or depicted as follows:

Parcel ID#: 0901124001013000

Coordinates: Latitude: 32.649933 / Longitude: -85391797

Ground Elevation: ~788 feet AMSL

(see site plan on next page)



EXHIBIT 2**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 3
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

David Grigonis

Level-Up Towers/Foresite Group

3740 Davinci Ct. Suite 100, Peachtree Corners, GA 30092

Return to:

David Grigonis

Level-Up Towers/Foresite Group

3740 Davinci Ct. Suite 100, Peachtree Corners, GA 30092

Re: Opelika, Floral Park
State: Alabama
County: City of Opelika

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between **The CITY OF OPELIKA**, having a mailing address of 204 S 7th Street, Opelika, AL 36803 ("**Landlord**") and Level-Up Towers, LLC, a Georgia limited liability company, having a mailing address of 3740 Davinci Ct. Suite 100, Peachtree Corners, GA 30092 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be Ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with five (5) additional successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Opelika

By: _____
 Print Name: Gary Fuller
 Its: Mayor
 Date: _____

"TENANT"

Level-Up Towers, LLC,
 a Georgia limited liability company

By: _____
 Print Name: Erik Johnson
 Its: President
 Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT**Acknowledgment of Individual acting in his Own Right.**

State of Alabama

City of Opelika

On this ____ day of _____ 20__, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

Notary Public

Print Name: _____

My commission expires: _____

TENANT ACKNOWLEDGMENT

State of Georgia

County of Gwinnett

On this ____ day of _____ 20__, before me appeared Erik Johnson, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the President of Level-Up Towers, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, by consent of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT 1
DESCRIPTION OF PREMISES

Page ____ of ____

to the Memorandum of Lease dated _____, 20____, by and between **City of Opelika**, as Landlord, and Level-Up Towers, LLC, a Georgia limited liability company, as Tenant.

The Property is legally described as follows:

LEASE AREA --- AS SURVEYED

A lease area of land situated in the Northeast ¼ of the Southeast ¼ of Section 12, Township 19 North, Range 26 East, Lee County, Alabama, and being more particularly described as follows:

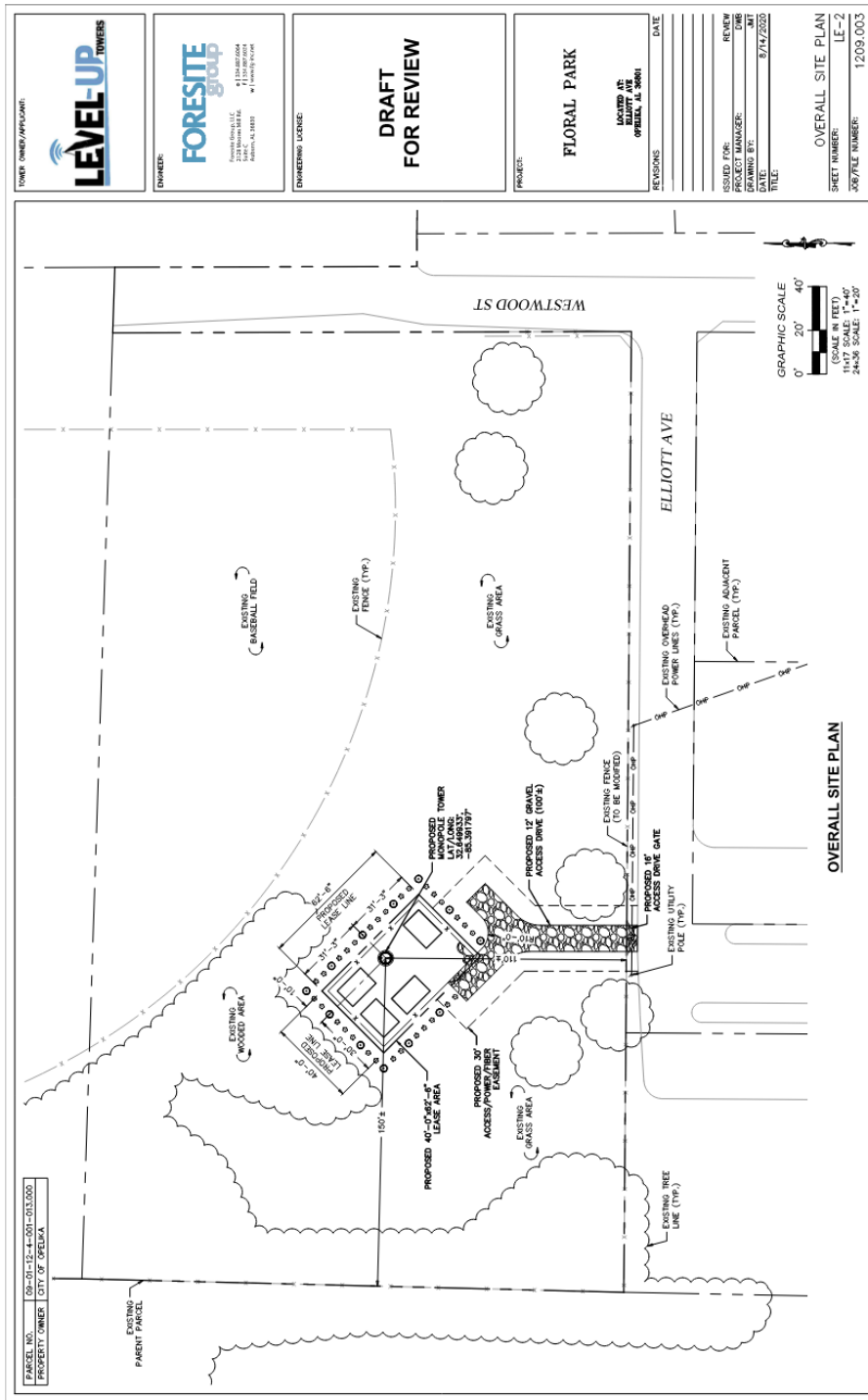
Commence at an open top iron being the Southeast corner of a parcel identified as PID# 43-09-01-12-4-001-013.000 located at the intersection of the North right of way line of Elliott Avenue and the West right of way line of Westwood Street, and having Alabama State Plane Coordinates (East) of N: 782250.41 / E: 792345.98; thence N 68° 20' 42"W a distance of 263.57' to a 5/8" capped rebar (Bailey Land Group CA 899LS) and the Point of Beginning of the following described lease area; thence S 42° 16' 24"W a distance of 40.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 47° 43' 36"W a distance of 62.50' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence N 42° 16' 24"E a distance of 40.00' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence S 47° 43' 36"E a distance of 62.50' back to the Point of Beginning. Said lease area containing 2,500 SQ FT (0.06 acres), more or less.

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The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.

ORDINANCE NO. (ID # 4434)

Conveyance of Real Property to SMB Land, LLC - 1st Reading.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CONVEYANCE
OF REAL PROPERTY TO SMB LAND, LLC**

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama, is no longer needed for public or municipal purposes, to-wit:

PARCEL A

Commencing at the southwest corner of Section 4, T-19-N, R-27-E in Opelika, Lee County, Alabama; thence N87°16'38"E, 1402.86 feet; thence N89°22'46"E, 500.03 feet; thence N89°22'36"E, 387.76 feet to a 1" open-top iron pin; thence N19°05'12"W, 457.42 feet to a 1/2" rebar and the True Point of Beginning of the Parcel of Land herein described; thence N19°52'48"W, 43.93 feet to a 1" open-top iron pin; thence N47°11'28"W, 461.61 feet to a 1" open-top iron pin; thence N7°38'45"W, 131.23 feet to a 1/2" rebar with cap marked LS26956; thence N8°26'13"W, 74.94 feet to a 1/2" rebar with cap marked LS26956; thence N8°18'23"W, 75.15 feet to a 1/2" rebar with cap marked LS26956; thence N8°12'10"W, 74.85 feet to a 1/2" rebar; thence N8°21'38"W, 147.44 feet to a 1/2" rebar with an unreadable cap; thence N81°44'34"E, 73.55 feet to a 1-1/2" x 2-1/2" angle iron; thence N81°32'08"E, 73.09 feet to a 1-1/2" x 2-1/2" angle iron; thence N81°31'48"E, 51.52 feet to a 1-1/2" x 2-1/2" angle iron; thence N69°38'21"E, 71.03 feet to a 1/2" rebar with cap marked LS11232; thence N69°35'40"E, 115.00 feet to a 1/2" rebar with cap marked LS11232; thence N69°35'40"E, 89.96 feet to a 1/2" rebar; thence N89°03'19"E, 75.72 feet to a set 1/2" rebar with cap marked LS18677 and the westerly R/W line of Douglas Street; thence, along said R/W line, southwesterly along a curve concave northwesterly and having a radius of 270.00 feet, an arc length of 23.17 feet, and a chord bearing and distance of S7°45'11"W, 23.16 feet to a 5" square concrete monument; thence S10°13'14"W, 198.80 feet to a 5" square concrete monument; thence southeasterly along a curve concave northeasterly and having a radius of 330.00 feet, an arc length of 380.10 feet, and a chord bearing and distance of S22°48'01"E, 359.43 feet to a 5" square concrete monument; thence S55°47'35"E, 460.72 feet to a 5" square concrete

monument; thence southeasterly along a curve concave southwesterly and having a radius of 270.00 feet, an arc length of 198.84 feet, and a chord bearing and distance of S34°46'37"E, 194.38 feet to a set 1/2" rebar with cap marked LS18677; thence, leaving said R/W line, S89°05'29"W, 698.38 feet to the True Point of Beginning.

Containing 12.252 Acres, more or less.

PARCEL B

Commencing at the southwest corner of Section 4, T-19-N, R-27-E in Opelika, Lee County, Alabama; thence N87°16'38"E, 1402.86 feet; thence N89°02'26"E, 500.03 feet; thence N89°22'36"E, 387.76 feet to a 1" open-top iron pin; thence N19°05'12"W, 457.42 feet to a 1/2" rebar; thence N89°05'29"E, 698.38 feet to a set 1/2" rebar with cap marked LS18677 on the westerly R/W line of Douglas Street; thence, leaving said R/W line, N89°05'29"E, 60.75 feet to a set 1/2" rebar with cap marked LS18677 on the easterly R/W line of Douglas Street and the True Point of Beginning of the Parcel of Land herein described; thence, along said R/W line, northwesterly along a curve concave southwesterly and having a radius of 330.00 feet, an arc length of 256.42 feet, and a chord bearing and distance of N33°31'39"W, 250.02 feet to a damaged 5" square concrete monument; thence N55°47'20"W, 460.48 feet to a 5" square concrete monument; thence northwesterly along a curve concave northeasterly and having a radius of 270.00 feet, an arc length of 311.25 feet, and a chord bearing and distance of N22°45'54"W, 294.30 feet to a 5" square concrete monument; thence N10°12'01"E, 198.81 feet to a damaged 5" square concrete monument; thence northeasterly along a curve concave northwesterly and having a radius of 330.00 feet, an arc length of 63.97 feet, and a chord bearing and distance of N4°49'04"E, 63.87 feet to a damaged 5" square concrete monument; thence N1°12'58"W, 58.22 feet to a set 1/2" rebar with cap marked LS18677; thence northwesterly along a curve concave southwesterly and having a radius of 430.00 feet, an arc length of 34.39 feet, and a chord bearing and distance of N3°12'42"W, 34.38 feet to a 1/2" rebar, bent; thence, leaving said R/W line, N84°29'20"E, 145.32 feet to a 1/2" rebar, bent; thence N75°19'29"E, 119.26 feet to a point in the center of a branch; thence, leaving said branch, N89°01'04"E, 90.53 feet to a 1/2" rebar with an unreadable cap; thence N88°57'24"E, 79.96 feet to a 1/2" rebar with an unreadable cap; thence N89°02'26"E, 79.97 feet to a 1/2" rebar with an unreadable cap; thence N89°03'21"E, 79.85 feet to a 1/2" rebar; thence S0°56'33"E, 730.96 feet to a 1/2" rebar; thence N61°23'24"E, 200.00 feet to a set 1/2" rebar with cap marked LS18677; thence S0°56'33"E, 502.46 feet to a set 1/2" rebar with cap marked LS18677; thence S89°05'29"W, 191.11 feet to the True Point of Beginning.

Containing 13.304 Acres, more or less.

Section 2. That the City of Opelika, Alabama, having received an offer from SMB LAND, LLC, an Alabama limited liability company, to purchase the real estate described in Section 1 above, it is hereby declared that it is in the best interest of the public and the City to sell said premises to SMB LAND, LLC, for and in consideration of the sum of \$250,000.

Section 3. That the Mayor and the City Clerk be and they are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, Alabama, a warranty deed, whereby the City of Opelika does convey the premises described in Section 1 above to SMB LAND, LLC, for and in consideration of the sum of \$250,000.

Section 4. That a Real Estate Sales Agreement to be entered into between the City and SMB LAND, LLC, a copy of which is on file in the office of the City Clerk be and the same is hereby approved, authorized, ratified and confirmed in the form submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Agreement. The Mayor is hereby authorized and directed to execute said Agreement in the name and on behalf of the City and the City Clerk is authorized to attest the same.

Section 5. That the Mayor, City Clerk and other appropriate officers and employees of the City are hereby authorized to take such further actions and execute and deliver such other agreements, contracts, documents, certificates and instruments as may be necessary or desirable to carry out and complete the transaction contemplated by this Ordinance.

Section 6. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2020.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR this the ____ day of _____, 2020.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK



REAL ESTATE SALES AGREEMENT
BETWEEN
THE CITY OF OPELIKA, ALABAMA (“SELLER”)
AND
SMB LAND, LLC (“PURCHASER”)

Attachment: REAL ESTATE SALES AGREEMENT 111020 (4434 : Conveyance of Real Property to SMB Land, LLC - 1st Reading.)

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____, 2020 by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, having address at 204 South 7th Street, Opelika, Alabama (hereinafter referred to as “**SELLER**”) and **SMB LAND, LLC**, an Alabama limited liability company, having address at 404 S 8th Street, Opelika, Alabama (hereinafter referred to as “**PURCHASER**”).

WITNESSETH:

In consideration of the mutual covenants contained herein, **SELLER** and **PURCHASER** agree as follows:

1. **PURCHASE OF PROPERTY.** **SELLER** hereby agrees to sell and convey unto **PURCHASER**, and **PURCHASER** hereby agrees to purchase from **SELLER**, subject to the conditions hereinafter set forth, the following described parcels of real property on the easterly and westerly right-of-way lines of Douglas Street in the City of Opelika, Alabama (hereinafter called “**PROPERTY**”), described as follows:

PARCEL A

Commencing at the southwest corner of Section 4, T-19-N, R-27-E in Opelika, Lee County, Alabama; thence N87°16'38"E, 1402.86 feet; thence N89°22'36"E, 500.03 feet; thence N89°22'36"E, 387.76 feet to a 1" open-top iron pin; thence N19°05'12"W, 457.42 feet to a 1/2" rebar and the True Point of Beginning of the Parcel of Land herein described; thence N19°52'48"W, 43.93 feet to a 1" open-top iron pin; thence N47°11'28"W, 461.61 feet to a 1" open-top iron pin; thence N7°38'45"W, 131.23 feet to a 1/2" rebar with cap marked LS26956; thence N8°26'13"W, 74.94 feet to a 1/2" rebar with cap marked LS26956; thence N8°18'23"W, 75.15 feet to a 1/2" rebar with cap marked LS26956; thence N8°12'10"W, 74.85 feet to a 1/2" rebar; thence N8°21'38"W, 147.44 feet to a 1/2" rebar with an unreadable cap; thence N81°44'34"E, 73.55 feet to a 1-1/2" x 2-1/2" angle iron; thence N81°32'08"E, 73.09 feet to a 1-1/2" x 2-1/2" angle iron; thence

N81°31'48"E, 51.52 feet to a 1-1/2" x 2-1/2" angle iron; thence N69°38'21"E, 71.03 feet to a 1/2" rebar with cap marked LS11232; thence N69°35'40"E, 115.00 feet to a 1/2" rebar with cap marked LS11232;; thence N69°35'40"E, 89.96 feet to a 1/2" rebar;; thence N89°03'19"E, 75.72 feet to a set 1/2" rebar with cap marked LS18677 and the westerly R/W line of Douglas Street; thence, along said R/W line, southwesterly along a curve concave northwesterly and having a radius of 270.00 feet, an arc length of 23.17 feet, and a chord bearing and distance of S7°45'11"W, 23.16 feet to a 5" square concrete monument; thence S10°13'14"W, 198.80 feet to a 5" square concrete monument; thence southeasterly along a curve concave northeasterly and having a radius of 330.00 feet, an arc length of 380.10 feet, and a chord bearing and distance of S22°48'01"E, 359.43 feet to a 5" square concrete monument; thence S55°47'35"E, 460.72 feet to a 5" square concrete monument; thence southeasterly along a curve concave southwesterly and having a radius of 270.00 feet, an arc length of 198.84 feet, and a chord bearing and distance of S34°46'37"E, 194.38 feet to a set 1/2" rebar with cap marked LS18677; thence, leaving said R/W line, S89°05'29"W, 698.38 feet to the True Point of Beginning.

Containing 12.252 Acres, more or less.

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Commencing at the southwest corner of Section 4, T-19-N, R-27-E in Opelika, Lee County, Alabama; thence N87°16'38"E, 1402.86 feet; thence N89°00'D22'46"E, 500.03 feet; thence N89°22'36"E, 387.76 feet to a 1" open-top iron pin; thence N19°05'12"W, 457.42 feet to a 1/2" rebar; thence N89°05'29"E, 698.38 feet to a set 1/2" rebar with cap marked LS18677 on the westerly R/W line of Douglas Street; thence, leaving said R/W line, N89°05'29"E, 60.75 feet to a set 1/2" rebar with cap marked LS18677 on the easterly R/W line of Douglas Street and the True Point of Beginning of the Parcel of Land herein described; thence, along said R/W line, northwesterly along a curve concave southwesterly and having a radius of 330.00 feet, an arc length of 256.42 feet, and a chord bearing and distance of N33°31'39"W, 250.02 feet to a damaged 5" square concrete monument; thence N55°47'20"W, 460.48 feet to a 5" square concrete monument; thence northwesterly along a curve concave northeasterly and having a radius of 270.00 feet, an arc length of 311.25 feet, and a chord bearing and distance of N22°45'54"W, 294.30 feet to a 5" square concrete monument; thence N10°12'01"E, 198.81 feet to a damaged 5" square concrete monument; thence northeasterly along a curve concave northwesterly and having a radius of 330.00 feet, an arc length of 63.97 feet, and a chord bearing and distance of N4°49'04"E, 63.87 feet to a damaged 5" square concrete monument; thence N1°12'58"W, 58.22 feet to a set 1/2" rebar with cap marked LS18677; thence northwesterly along a curve concave southwesterly and having a radius of 430.00 feet, an arc length of 34.39 feet, and a chord bearing and distance of N3°12'42"W, 34.38 feet to a 1/2" rebar, bent; thence, leaving said R/W line, N84°29'20"E, 145.32 feet to a 1/2" rebar, bent; thence N75°19'29"E, 119.26 feet to a point in the center of a branch; thence, leaving said branch, N89°01'04"E, 90.53 feet to a 1/2" rebar with an unreadable cap; thence

N88°57'24"E, 79.96 feet to a 1/2" rebar with an unreadable cap; thence N89°02'26"E, 79.97 feet to a 1/2" rebar with an unreadable cap; thence N89°03'21"E, 79.85 feet to a 1/2" rebar; thence S0°56'33"E, 730.96 feet to a 1/2" rebar; thence N61°23'24"E, 200.00 feet to a set 1/2" rebar with cap marked LS18677; thence S0°56'33"E, 502.46 feet to a set 1/2" rebar with cap marked LS18677; thence S89°05'29"W, 191.11 feet to the True Point of Beginning.

Containing 13.304 Acres, more or less.

Said parcels of land are further described according to a survey dated November 10, 2019, prepared by Mark Miller, a copy of which is attached hereto as Exhibit "A".

2. **PURCHASE PRICE.** The purchase price for the PROPERTY shall be \$250,000.00, payable in full at the time of closing.

3. **CLOSING:** Subject to the terms and provisions of this Contract, the "Closing" will be held at 204 South 7th Street, Opelika, Alabama, or at such other place as is mutually agreeable to the **SELLER** and the **PURCHASER** on a date to be designated by the **PURCHASER** within thirty (30) days after the end of the Inspection Period as described in Section 5 below. At Closing and upon the payment of the entire purchase price as recited in this Contract, the **SELLER** shall execute and deliver to **PURCHASER** a good and sufficient warranty deed conveying to the **PURCHASER** good and marketable title to the PROPERTY, subject to the following easements, restrictions, reservations, covenants, conditions, encumbrances and exceptions:

- a. The drainage and utility easements as shown on the survey attached hereto as Exhibit "A"
- b. The sanitary sewer easements as shown on the survey attached hereto as Exhibit "A".
- c. All rights-of-way for public streets and roads as shown on the survey attached hereto as Exhibit "A".
- d. Any encroachments, overlaps, or obstructions which might be shown by an accurate, present survey or would be visible upon actual inspection of

the property.

- e. All rights-of-way for public roads and utilities physically in existence across or over said property or easements therefor which may be of record.
- f. Subdivision regulations and zoning ordinances of the City of Opelika.

In the event title to the PROPERTY is found to be defective and is not good and merchantable, then upon notification thereof by Purchaser to Seller, Seller shall have a reasonable time to correct the defects; but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising hereunder shall terminate.

At closing, Purchaser shall deliver to Seller a check in the amount of the purchase price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to Purchaser in the manner described in this Contract shall be paid by the Seller. All other costs and expenses of closing shall borne by the Purchaser.

4. **POSSESSION:** Seller shall deliver to Purchaser possession of the property at closing.

5. **INSPECTION PERIOD.** Buyer shall have a period of One Hundred Twenty(120) days (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies and reviews with respect to the physical condition of the property and the and to otherwise conduct a feasibility review and analysis with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason,

Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the One Hundred Twenty (120) day inspection period by delivering to Seller of its' notice in writing and, in such event, the Earnest Money shall be refunded to Buyer, as provided herein, and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is NOT terminated by Buyer within the described Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

6. **GOVERNMENTAL APPROVALS.** Buyer is hereby authorized to seek and obtain any and all permits, licenses, permits and authorizations, rezoning approvals, conditional use approval and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. The contract is made subject to Buyer applying for rezoning to PUD (Planned Unit Development District) and will have until March 15, 2021 to apply and obtained said zoning. If the PUD zoning is denied the Buyer shall have the right to terminate this Agreement, by delivering to Seller of its' notice in writing and, in such event, the Earnest Money shall be refunded to Buyer, as provided herein, and all rights and obligations hereunder shall cease and terminate.

7. **SALE OF PROPERTY "AS-IS".** Purchaser has heretofore inspected the Property and is acquainted with the condition of the Property. Purchaser agrees to take the Property "AS-IS", in its present condition. Until closing, Seller agrees to maintain the Property in its present condition, reasonable wear and tear excepted. The provisions of this Section shall survive closing and shall survive the expiration or earlier termination of this Agreement.

8. **DISCLAIMER.** Purchaser acknowledges and agrees that Seller does not make, and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the deed), promises, covenants or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the Property, including, without limitation, the soil, geography capacity for development, access or environmental conditions that may exist or have previously existed on the Property. Purchaser acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an “AS-IS” condition and basis with all faults. All provisions of this Section shall survive closing or the expiration or earlier termination of this Agreement without closing as applicable.

9. **TITLE OPINION; TITLE POLICY.** Seller has no obligation to provide Purchaser with a title opinion, title commitment or an owner’s policy of insurance covering the property. Purchaser may elect to purchase same at its own expense from an attorney or title company of its own choosing, which shall in no event delay the Closing.

10. **DEFAULT.** In the event of a default by Seller or Purchaser, the non-defaulting party may state its or his intention to comply with the contract and seek specific performance of this contract or bring suit for damages.

11. **LEGAL FEES:** Each party agrees to pay its own legal fees for closing this transaction.

12. **SURVIVAL OF TERMS:** The Seller’s and the Purchaser’s covenants and representations shall survive the closing and shall not be merged in the deed delivered by Seller.

13. **BINDING EFFECT:** This Contract shall be binding upon and shall inure to the

benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

14. **ENTIRE AGREEMENT:** This Contract embodies the entire agreement between the parties hereto and there are no oral or parole agreements existing between the Seller and the Purchaser relating to the subject matter which is not expressly set forth herein and covered hereby.

15. **TIME OF ESSENCE:** Time is of the essence of this Contract.

16. **GENDER.** Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

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

THE CITY OF OPELIKA, ALABAMA
A MUNICIPAL CORPORATION
SELLER

By: _____
GARY FULLER,
ITS MAYOR

ATTEST:

CITY CLERK

SMB LAND, LLC,
AN ALABAMA LIMITED LIABILITY COMPANY
PURCHASER

By: _____
MITCHELL R. MARTIN
MANAGING MEMBER