



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
June 7, 2016
TIME: 7:00 PM

1. Call to Order

President Smith called this council meeting to order at 7:00pm and asked Mr. Shuman to call the roll. All council members were present.

2. Roll Call

1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

Councilman Smith T provided the invocation.

4. Pledge of Allegiance

Boy Scout Bradon Gregory lead the Pledge of Allegiance. His dad David Gregory was present as well and assisted in leading the Pledge.

5. Reading of Minutes

1. City Council Minutes from the 5-17-16 Council Meeting.

Mr. Shuman distributed a revised set of minutes during the work session prior to the council meeting. The revised minutes included changes recommended by Guy Gunter, City Attorney. Ms Jones asked that the word Fund be changed to Fun in Section 7, paragraph no. 8. and King Street be changed to Auburn Street in Section 8. paragraph no. 1.

RESULT: APPROVED [UNANIMOUS]

AYES: Jones, Gray, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded everyone present that there would a march against violence on Saturday, June 11th. Mayor Fuller called on Councilman Gray to provide additional details. Mr. Gray stated we will start organizing at 8am at Bethesda Baptist Church at 201 S. 4th Street and the march would start at 9am. Mr. Gray stated the first 100 marchers to show up will get a T-shirt and showed one of the T-shirts to everyone present.

1. Special Recognition of Thaddeus Jones.

Mayor Fuller presented a special performance award to Thaddeus Jones of OPS for his excellent service he provided to one of the OPS customers who wrote a letter to the Mayor explaining what a first class job Thaddeus had done.

2. Proclamation Recognizing Future Business Leaders of America Winners.

Mayor Fuller presented a proclamation to three OHS students that are winners with the Future Business Leaders of America (FBLA) organization. All three will be traveling to Atlanta to compete in a national FBLA competition and are looking for contributions to OHS-FBLA to assist in covering the cost of their trip. Councilman Gray stated he would pledge \$100 to help in covering their travel expenses to Atlanta. Mr. Gray also thanked Oscar Penn for his assistance in making this special recognition happen.

8. Citizen Communications

(Limit comments to five minutes or less)

Jean Hill with the Exception Outreach Board thanked the City for their special appropriation so local youth with special needs could participate in summer camp from June 1st through July 22nd. Two youth, Amy Hill and Dillon Smith were with Jean and explained the activities they like to compete in and the medals they won.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by Main Street; Temporary One-Way Street., Farmers Market.

RESULT: APPROVED [UNANIMOUS]

MOVER: Larry Gray, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Public Hearing Weed Abatement Assessment - 502 M L King Blvd

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

3. Public Hearing Weed Abatement Assessment - 225 Vero Ct.

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

4. Public Hearing Weed Abatement Assessment - 229 Vero Ct.

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

5. Public Hearing Weed Abatement Assessment - 12 E Johnson Ave

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

6. Public Hearing Weed Abatement Assessment - 1109 Magnolia St.

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

7. Public Hearing for Demolition - 806 Powledge Avenue

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

8. Public Hearing, Project Agreement, Village at Hamilton Lake - ED.

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

12. Awarding of Bids

1. Bids Gasoline & Ultra Low Sulfur #2 Diesel Fuel - PW/AS

RESULT: REMOVED FROM AGENDA [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Bids 117-16 Custodial Services for Sportsplex - P&R

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

13.

Resolutions

1. Resolution Order a Demolition - 600 Meadow Avenue - Tabled.

This resolution is to remain Tabled till the next council meeting.

2. Resolution Order a Demolition - 1003 Alton Court - Inspection. - Tabled

This resolution is to remain Tabled to the next council meeting.

3. Resolution 118-16 Expense Reports from Various Departments.

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

4. Resolution 119-16 Travel Advancement for Shane Childs - OPS.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

5. Resolution 120-16 Travel Advancement for Zach Hester - OPS.

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

6. Resolution 121-16 Designate City Personal Property Surplus & Authorize Disposal

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

7. Resolution 122-16 Purchase a 2014 Chevy Tahoe from the OIDA - OPS

RESULT: **APPROVED [4 TO 0]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Larry Gray, Dozier Smith T, David Canon, Eddie Smith
ABSTAIN: Patricia Jones

8. Resolution 123-16 Emergency Repair, Westside Sewer Plant - PW

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

9. Resolution 124-16 Emergency Repair, Saugahatchee Lift Station - PW

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 125-16 Weed Abatement Assessment - 502 M L King Blvd
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 126-16 Weed Abatement Assessment - 225 Vero Ct.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
12. Resolution 127-16 Weed Abatement Assessment - 229 Vero Ct.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolution 128-16 Weed Abatement Assessment 12 E Johnson Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
14. Resolution 129-16 Weed Abatement Assessment - 1109 Magnolia St.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
15. Resolution Order a Demolition - 806 Powledge Avenue - Tabled.
RESULT: **TABLED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
16. Resolution 130-16 Authorization to Charge a Zoning Certificate Fee
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
17. Resolution 131-16 Project Development Agreement, Village at Hamilton Lake - ED.

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

18. Resolution 132-16 Denying Business License Application, Sole Journey LLC, 711 S. 4Th Street - Revenue

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

19. Resolution 133-16 Denying Business License Application, Sole Journey LLC, 300 Columbus Parkway - Revenue.

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

20. Resolution 134-16 Agreement for Professional Engineering Services with CEngS - OPS

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

21. Resolution 135-16 Agreement with Alabama Power, Line Crossing - OPS.

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

22. Resolution 136-16 Expense Report for Eddie Smith

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

14. Ordinances

1. Ordinance 115-16-ORD Sale 3 Lots on Geneva / Old Twin City Building - 2Nd Reading.

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

15. Appointments

There were no appointments.

16. Adjourn

These City Council meeting minutes of _____ are hereby adopted and approved this the ____ day of _____, 2016.

/s/

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/

City Clerk - Treasurer

1. Motion to Adjourn.

This council meeting ended at 7:40pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 1711)

Meeting: 06/07/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1711

City Council Minutes from the 5-17-16 Council Meeting.

RESULT: **APPROVED [UNANIMOUS]**
AYES: Jones, Gray, Smith T, Canon, Smith



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 204 South 7th Street
May 17, 2016
TIME: 7:00 PM

1. Call to Order

President Smith called the meeting to order at 7:01pm and asked Mr. Shuman to call the roll. All council members were present.

2. Roll Call

1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

The invocation was provided by Mr. Dillion Jones from Youth for Christ.

4. Pledge of Allegiance

1. Ethan Falco High will lead the Pledge of Allegiance.
 Ethan Falco High lead everyone present in the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 5-03-16 City Council Meeting.
 The minutes of the 5-03-16 council meeting were approved as presented.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

1. Building Inspection Reports - April, 2016
 Mayor Fuller called on Joey Motley, City Administrator, to present the Building Inspection report for April 2016.
2. Recognize an Opelika 4th grade student - Ethan Falco High.
 Mayor Fuller presented Ethan Falco High with a certificate of recognition for his achievements in robotics and as a speaker at conventions & seminars.
3. Recognize the OHS State Champions in Track & Tennis.
 Mayor Fuller presented certificates of recognition to the OHS State Champions in both Track and Tennis.
4. Recognize the Outstanding Role Model - Jaqueline Lucas Lopez.
 Mayor Fuller presented Jacqueline with a certificate of recognition for being the Outstanding Role Model at OHS.
5. Recognize the 2016 Kilgore Scholars from Opelika High School.
 Mayor Fuller presented certificates of recognition to each of the 2016 Kilgore Scholars from OHS.
6. Recognize the OPD officer of the quarter - Michael Carswell.
 Mayor Fuller recognized Michael Carswell as the police officer of the quarter.
7. Proclamation for National Public Works Week.
 Mayor Fuller presented Mike Hilyer, Public Works Director, with a proclamation recognizing National Public Works Week.
8. Proclamation for Lion Tamers "Family Fun Day" on June 4th at Covington Park..
 There was no one present from Lion Tamers to accept the proclamation for Family Fun Day on June 4th, so Mayor Fuller will make sure they get it.

9. Proclamation for Lewis Cooper Memorial Library 40th anniversary - Harold Cooper. Mayor Fuller presented a proclamation to Harold Cooper recognizing the 40th anniversary of the Lewis Cooper Memorial Library and the significant contributions that Lewis Cooper, Jr. made in getting the grant funds to build the Library.

8. Citizen Communications

(Limit comments to five minutes or less)

1. Mattie Clark stated that progress is being made with the Carver-Jeter plan but, when are the sidewalks on MLK and King Street going to be fixed? Mayor Fuller said the sidewalks are part of the Carver-Jeter plan and he hopes to get to them this year.

Mattie also asked what was going into the building at Magnolia & MLK that use to be a dairy bar? Ms. Jones stated she had asked about this building some time ago and was advised that it is being renovated but, no business license has been issued.

2. Mary Nelson stated she lives at #8 Whitehall Dr. Off the extension of McCoy and had heard there was a business asking for a liquor store license. We do not want a liquor store in our neighborhood.

3. Jackie Johnson from #4 Whitehall Dr. Is a neighbor to Mary Nelson and stated that it seems there are to many package stores opening up. There is Carver Elementary School nearby and we do not want a liquor store in our neighborhood.

4. Marvin Dooley just wanted to let the Mayor and City Council know that he was making progress on renovating the house he bought.

5. Andrea Phillips stated that he was a graduate of the University of Alabama and Opelika High School and was honored to speak during the council meeting. I want to get involved in helping Ward 1 and 2. Mr. Phillips thanked the Mayor and City Council for their time and service.

6. David Haynes stated he had received a red light traffic ticket back in August 2015. I appeared before the Municipal Judge in October 2015 and paid \$120 to appeal. I have now been waiting almost 10 months and still don't have a court date. I have written letters to Jeff Tickal and the Opelika Observer. I just want this to be settled. President Smith asked Mr. Haynes to finish his remarks because of the five minute time limit. Mr. Motley and Jeff Tickal talked to Mr. Haynes after his remarks.

7. Nelson Marsh thanked the Mayor and City Council for taking action to save the property and warehouses on Geneva Street.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Date Change, Run to Read Event Now on Sat., 10-29-16.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
2. Request Temporary Street Closure, Memorial Day - May 30Th.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
3. Request "March Against Violence" on Saturday, June 11Th, 9:00Am.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
4. P&R Request Temporary Road Closure - Andrews Rd.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
5. Pyros Fire Fresh Pizza Request Retail Wine & Beer on Premise License.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Public Hearing for Demolition - 1003 Alton Court
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said demolition. Jeff Kappelman, the City's Chief Building Inspector, stated there were some Title issues with this property and asked for the resolution to be Tabled. President Smith closed the public hearing.
12. Awarding of Bids
1. Bids 103-16 Custodial Services - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
2. Bids 104-16 North Park Drive Extension - ENG
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolutions
1. Resolution Resolution for Demolition - 600 Meadow Avenue - Tabled.
This resolution remained Tabled.
2. Resolution 105-16 Expense Reports from Various Departments.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
3. Resolution 106-16 Designate City Personal Property Surplus & Authorize Disposal
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
4. Resolution 107-16 Purchase Three Hundred (300) Toter 96-Gal Garbage Carts - OES
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
5. Resolution 108-16 Purchase Tantalus Software, Maint, Hardware & Meter Comm
Modules - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 109-16 Purchase Itron Meters and Related Equipment - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 110-16 Purchase One (1) Fire Truck - OFD
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
8. Resolution Order a Demolition - 1003 Alton Court - Inspection.
RESULT: **TABLED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 111-16 Request by AT&T for a Cell Tower Special Use Permit.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 112-16 ROW Encroachment, License Agreement with David Littleton &
Suzanne Montgomery.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 113-16 Frederick Road Extension Design Services with Volkert - Eng.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
12. Resolution 114-16 Frederick Road/Auburn/MLK Intersection Design Bolt - Eng.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolution 115-16 Franchise Negotiation Agreement with Christina Poff - OPS.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
14. Resolution 116-16 Soil Removal from New Fire Station Site - Harmon Eng.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
14. Ordinances
1. Ordinance 112-16-ORD Amend the Springs of Mill Lakes PUD Master Plan, Highway 280 - 2Nd Reading
RESULT: SECOND READING AND APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
2. Ordinance 113-16-ORD Amend Zoning Ordinance Section VII, VIII, IX - Signs - 2Nd Reading
- Mr. Gray moved to adopt this Ordinance and was seconded by Mr. Smith T.
 Then Mr. Canon read the entire Motion to Amend which included all the amendments to the sign ordinance. The Motion to Amend was seconded by Mr. Smith T. The following vote was recorded:
- Ayes Jones, Gray, Smith T, Canon, Smith.
 Nays None.
- Guy Gunter, City Attorney, then asked that the Minutes reflect the Motion to Amend.
 Mr. Gunter also asked that the Minutes reflect the approved Ordinance as amended.
 Mr. Gunter then stated that the Synopsis of the Sign Ordinance would be published on May 18, 2016 in the Opelika Observer.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

3. Ordinance 114-16-ORD Conveyance of Lot 2 of Power District Subdivision to OIDA - 1St Reading.

This ordinance was introduced by Mr. Gray. Then Mr. Canon made the motion to suspend the rules and approve this ordinance. Mr. Smith T seconded the motion. The following vote was recorded:

Ayes Jones, Gray, Smith T, Canon, Smith.

Nays None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

4. Ordinance Sale 3 Lots on Geneva / Old Twin City Building - 1St Reading.

Ms. Jones introduced this ordinance for a first reading.

RESULT: FIRST READING INTRODUCED

15. Appointments

There were no appointments.

16. Adjourn

These City Council meeting minutes of 5-17-16 are hereby adopted and approved this the ____ day of _____, 2016

/s/

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/

City Clerk - Treasurer

1. Motion to adjourn.

This council meeting ended at 8:51 PM.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/07/16 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

MAYOR'S REMARKS (ID # 1708)

DOC ID: 1708

Special Recognition of Thaddeus Jones.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/07/16 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

MAYOR'S REMARKS (ID # 1707)

DOC ID: 1707

Proclamation Recognizing Future Business Leaders of America Winners.

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 1703)**

Meeting: 06/07/16 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1703

Request by Main Street; Temporary One-Way Street., Farmers Market.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

Shuman, Robert

From: Pam Powers-Smith <director@opelikamainstreet.org>
Sent: Wednesday, May 18, 2016 12:46 PM
To: Shuman, Robert
Subject: Farmers Market request

Hello! I'd like to make the following request for our new farmers market that has moved to the Southside Arts Center.

For the the remainder of the season (thru September), we'd like to make half the the block of Glenn Street a one way. So from Johnson Street to Vaughn Street. It would be each Tuesday for just 3 hours. 3p-6p. There will be plenty of volunteers (yay O Grows) to man it. It will allow us to double our parking.

If there is any way possible to do this before next Tuesday, we would be MOST appreciative and so would the older people that attend the market! BUT, I am fully aware that this type of request traditionally goes to city council.

Let me know of what else I need to do. Thank you so much! Pam

Opelika Main Street, Inc.
Director, Pam Powers-Smith
334.745.0466
PO Box 2464 - Opelika, AL 36803
Sign up for emails! www.OpelikaMainStreet.org
Like us! [www.Facebook.com/OpelikaMainStreet](https://www.facebook.com/OpelikaMainStreet)

Attachment: CM 6-07-16, Maint Street request, Farmers Market temp one-way st. (1703 : Request by Main Street; Temporary One-Way Street.,



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1689)

Meeting: 06/07/16 07:00 PM
Department: Purchasing and Revenue
Category: Property Tax, Annual Renewal
Prepared By: Jerry Bush

Initiator: Jerry Bush

Sponsors:

DOC ID: 1689

Public Hearing Weed Abatement Assessment - 502 M L King Blvd

WEED ABATEMENT INVOICE

Date: 05/16/2016

**To: Thomasine Edwina Hicks
PO Box 995
Tuskegee Inst. Al 36087**

**Property Address:
502 M L King Blvd
Opelika Al. 36801
Parcel # 10-04-18-2-001-100.000**

On April 6, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>270.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>282.98</u>

Attachment: WEED INVOICE (1689 : Public Hearing Weed Abatement Assessment - 502 M L King Blvd)

To: Thomasine E Hicks
 PO Box 995
 Tuskegee Inst. Al. 36087

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 502 M L King Blvd, Parcel 43-10-04-18-2-001-100.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 502 M L King Blvd, Parcel No. 100 .000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$282.98.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day of June, 2016.

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

Dated this the 16th day of May, 2016.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, (1689 : Public Hearing Weed Abatement Assessment - 502 M L King Blvd)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1684)

Meeting: 06/07/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush

Initiator: Jerry Bush
Sponsors:

DOC ID: 1684

Public Hearing Weed Abatement Assessment - 225 Vero Ct.

WEED ABATEMENT INVOICE**Date: 05/16/2016****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
225 Vero Ct.
Opelika Al. 36801
Parcel # 10-03-08-2-002-031.000**

On April 4, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 226.20Certified mail: 25.96Misc. Total 252.16

Attachment: WEED INVOICE State of Alabama (1684 : Public Hearing Weed Abatement Assessment - 225 Vero Ct.)

WEED ABATEMENT INVOICE**Date: 05/16/2016****To: Glenn Stephen Jr.
6037 Shadow Lakes Way
Lithonia Ga. 30058****Property Address:
225 Vero Ct.
Opelika Al. 36801
Parcel # 10-03-08-2-002-031.000**

On April 4, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>226.20</u>
Certified mail:	<u>25.96</u>
Misc.	<u> </u>
Total	<u>252.16</u>

Attachment: Weed invoice stephens (2) (1684 : Public Hearing Weed Abatement Assessment - 225 Vero Ct.)

To: State of Alabama
P.O. Box 327210
Montgomery Al. 36132

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
225 Vero Court, Parcel 43-10-03-08-2-002-031.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 225 Vero Court, Parcel No. 031.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$252.16.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day of June 2016.

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

Dated this the 16th day of May, 2016.

Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Guy. F. Gunter, III – City Attorney

To: Glenn Stephen Jr.
6037 Shadow Lakes Way
Lithonia Ga. 30058

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
225 Vero Court, Parcel 43-10-03-08-2-002-031.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 225 Vero Court, Parcel No. 031.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$252.16.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day of June 2016.

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

Dated this the 16th day of May, 2016.

Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1687)

Meeting: 06/07/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush

Initiator: Jerry Bush
Sponsors:

DOC ID: 1687

Public Hearing Weed Abatement Assessment - 229 Vero Ct.

WEED ABATEMENT INVOICE

Date: 05/16/2016

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

**Property Address:
229 Vero Ct.
Opelika Al. 36801
Parcel # 10-03-08-2-002-032.000**

On April 4, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>233.60</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>246.58</u>

Attachment: WEED INVOICE (1687 : Public Hearing Weed Abatement Assessment - 229 Vero Ct.)

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

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
229 Vero Court, Parcel 43-10-03-08-2-002-032.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 229 Vero Court, Parcel No. 032.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$246.58.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day of June 2016.

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

Dated this the 16th day of May, 2016.

Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Guy. F. Gunter, III – City Attorney

Attachment: Weeds, NPH-Resolution, cost to abate, (1687 : Public Hearing Weed Abatement Assessment - 229 Vero Ct.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1695)

Meeting: 06/07/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush

Initiator: Jerry Bush
Sponsors:

DOC ID: 1695

Public Hearing Weed Abatement Assessment - 12 E Johnson Ave

WEED ABATEMENT INVOICE**Date: 05/17/2016****To: Andreada Holland
9 Lee Rd 0648
Opelika Al. 36801****Property Address:
12 E Johnson Ave
Opelika Al. 36801
Parcel # 10-04-17-2-000-013.000**

On April 21, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>199.97</u>
Certified mail:	<u>25.96</u>
Misc.	<u> </u>
Total	<u>225.93</u>

Attachment: holley invoice (1695 : Public Hearing Weed Abatement Assessment - 12 E Johnson Ave)

WEED ABATEMENT INVOICE**Date: 05/17/2016****To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830****Property Address:
12 E Johnson Ave
Opelika Al. 36801
Parcel # 10-04-17-2-000-013.000**

On April 21, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>199.97</u>
Certified mail:	<u>25.96</u>
Misc.	<u> </u>
Total	<u>225.93</u>

Attachment: pitts invoice (1695 : Public Hearing Weed Abatement Assessment - 12 E Johnson Ave)

To: Andreada Holland
9 Lee Rd 0648
Opelika Al. 36801

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
12 E Johnson Ave Tax parcel 43-10-04-17-2-000-013.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 12 E Johnson Ave Parcel No. 013.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$225.93.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day of June, 2016.

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

Dated this the 17th day of May, 2016.

Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Guy. F. Gunter, III – City Attorney

To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
ABATEMENT OF WEED NUISANCE LOCATED AT
12 E Johnson Ave Tax parcel 43-10-04-17-2-000-013.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 12 E Johnson Ave Parcel No. 013.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$225.93.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th day of June, 2016.

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

Dated this the 17th day of May 2016.

Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Guy. F. Gunter, III – City Attorney



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1697)

Meeting: 06/07/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Jerry Bush
Sponsors:
DOC ID: 1697

Public Hearing Weed Abatement Assessment - 1109 Magnolia St.

WEED ABATEMENT INVOICE

Date: 05/17/2016

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

**Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000**

On April 19, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 203.70

Certified mail: 12.98

Misc.

Total 216.68

Attachment: WEED INVOICE (1697 : Public Hearing Weed Abatement Assessment - 1109 Magnolia St.)

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

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1109 Magnolia St. Parcel 10-04-18-2-001-022.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, Parcel No. 022.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$216.68.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 7th of day June, 2016.

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

Dated this the 17th day of May, 2016.

 Jerry Bush
 Code Enforcement Officer

Cc: Joey Motley – City Administrator
 Guy. F. Gunter, III – City Attorney

Attachment: Weeds, NPH-Resolution, cost to abate, (1697 : Public Hearing Weed Abatement Assessment - 1109 Magnolia St.)



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1719)

Meeting: 06/07/16 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 1719

Public Hearing for Demolition - 806 Powledge Avenue

March 25, 2016

TO:

John Robert Brooks
706 Powledge Avenue
Opelika, AL 36801

Portfolio Recovery Associates, LLC
120 Corporate Blvd., Suite 1
Norfolk, VA 23502

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

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, John Robert Brooks/Mattie Mann is the owner of the real property described in this notice and John Robert Brooks is the person last assessing the subject property for state taxes. Portfolio Recovery Association, is a judgment lienholder. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 806 Powledge Avenue, Opelika, AL 36801

Legal Description: A certain house and lot, in the City of Opelika, Lee County, Alabama, containing one acre and more particularly described as follows:
Commencing at an iron post joining what is known as the Dent lot, now owned by Mrs. G.L. Holleya and running south 320 feet; thence east 80 feet; thence north 320 feet; thence west 80 feet; to the beginning point, being a portion of a ten acre lot known as the Hurst lot, lying in the northwest corner of said ten acre lot.

Parcel Identification Number: 43-10-04-18-3-002-027.001

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on March 9, 2016. Based upon said inspection, the building located on the

Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- X (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- X (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- X (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.

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

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

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

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

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

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

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, June 7, 2016, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these

proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

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

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

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

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

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

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

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

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

DATED this the ____ day of March, 2016.

Sincerely,

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

NOTICE OF REQUIRED REPAIRS

To: **John Robert Brooks**

706 Powledge Avenue
Opelika, AL 36801

Portfolio recovery Associates, LLC
120 Corporate Blvd., Suite 1
Norfolk, VA 23502

Parcel #: 10-04-18-3-002-027.001
Property Address: 806 Powledge Avenue
Opelika, AL 36801

Date of Notice: March 25, 2016

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

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

Exterior:

- **Roof:** Tear off all shingles. Replace all damaged/dilapidated roof boards and rafters. Replace roof with new shingles or metal roof. Flash the masonry chimney at roof.
- **Siding:** Replace all weathered and dilapidated siding, trim, and fascia boards.

- **Windows:** Replace all broken and dilapidated windows. Openable windows shall be easily openable and capable of being held in position by window hardware.
- **Front porch:** Tear off the roof and rebuild. Use proper size beam to handle the span needed. Replace any roof boards or rafters that are dilapidated. Repair/ replace all out of plumb piers for the front porch. Replace with a metal roof, or shingles (the roof pitch needs to be a 3" in 12" pitch minimum for shingles).
- **Back stairways:** Install handrail/guardrails at open side of stairs. The guardrails need to be 36" min height with balusters spaced such that a sphere 4" in diameter cannot penetrate, or, permanently seal the door that leads to the porch. Install grippable handrails 1 1/4" min and 2" max diameter 34" to 38" above tread nosing.

Electrical: Have a licensed electrical contractor install a new electrical service and re-wire the entire house. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back. If the porch deck is rebuilt, then an outlet will be required at the exterior.

Plumbing: Replace all waste/vent with new.

HVAC: Install a main source of heat for this home.

621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

303.3 Prohibited locations. Appliances shall not be located in, or obtain combustion air from, any of the following rooms or spaces:

1. Sleeping rooms.
2. Bathrooms.
3. Toilet rooms.
4. Storage closets.
5. Surgical rooms.

Exceptions:

1. Direct-vent appliances that obtain all combustion air directly from the outdoors.

2. Vented room heaters, wall furnaces, vented decorative appliances and decorative appliances for installation in vented solid fuel-burning fireplaces, provided that the room meets the required volume criteria of Section 304.5.
3. A single wall-mounted unvented room heater equipped with an oxygen depletion safety shutoff system and installed in a bathroom, provided that the input rating does not exceed 6,000 Btu/h (1.76kW) and the bathroom meets the required volume criteria of Section 304.5.
4. A single wall-mounted unvented room heater equipped with an oxygen depletion safety shutoff system and installed in a bedroom, provided that the input rating does not exceed 10,000 Btu/h (2.93 kW) and the bedroom meets the required volume criteria of Section 304.5.
5. Appliances installed in an enclosure in which all combustion air is taken from the outdoors, in accordance with Section 304.6. Access to such enclosure shall be through a solid weather-stripped door, equipped with an approved self-closing device.

Note: I was not able to enter the building at the time of the inspection. Any issues discovered during the renovation process (walls, floors and floor coverings, ceilings, plumbing fixtures etc.) will need to be repaired or replaced.

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

Dated this the 25th Day of March, 2016.

Sincerely,

**David R. Chapman
Building Inspector**





Attachment: Photos of 806 Powledge Ave (1719 : Public Hearing for Demolition - 806 Powledge Avenue)



Attachment: Photos of 806 Powledge Ave (1719 : Public Hearing for Demolition - 806 Powledge Avenue)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1706)

Meeting: 06/07/16 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:

DOC ID: 1706

Public Hearing, Project Agreement, Village at Hamilton Lake - ED.

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

NOTICE is hereby given that the City Council (the “Council”) of the City of Opelika, Alabama, (the “City”) will meet in public session at 7:00 p.m. on Tuesday, June 7, 2016, in the City Council Chambers of the Municipal Building, 204 South 7th Street in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the following:

1. The authorization by the Council, pursuant to Amendment No. 642 of the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) approving the execution and delivery of a Project Development Agreement (the “Agreement”) between the City and Village Partners, LLC., (the “Company”) to be dated the date of delivery. The Company is an Alabama limited liability company whose members are Jaryn G. Dibenedetto, Rhett Gibson, Devin Gibson and Jay Toland.
2. Pursuant to the Agreement, the Company will agree to construct a residential development on approximately 17.47 acres of land located on Hamilton Lake slightly Southwest of Stonybrook Subdivision (the “Project Site”). The development will consist of 48 single family detached residences entitled “Village at Hamilton Lake”. The “Project” will consist of the construction of (1) the extension of Stonybrook Point to the Project Site; (2) the construction of private streets within the Project Site; and (3) the construction of utility infrastructure within the Project Site. The Company intends to sell 48 residences built on site condominium land parcels within five (5) years after completion of the Project.
3. The City seeks to achieve, by undertaking its obligations pursuant to the Agreement and the Resolution, to promote the local economic development of the City by

facilitating the development of the Project for the benefit of the general public, to increase employment in the City and to increase the tax and revenue base of the City.

4. The individuals or business entity to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value are Village Partners, LLC, Jaryn G. Dibenedetto, Rhett Gibson, Devin Gibson, Jay Toland and others who may benefit indirectly from the development of the Project.

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

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

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

DATED this the 31st day of May, 2016.

Formatted: Superscript

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the May 31, 2016, issue of your paper.

R.G.S./S/

CITY CLERK



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1714)

Meeting: 06/07/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1714

Gasoline & Ultra Low Sulfur #2 Diesel Fuel - PW/AS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a Contract for Gasoline & Ultra Low Sulfur #2 Diesel Fuel for the Public Works/Automotive Shop; and

WHEREAS, Petroleum Traders Corporation submitted the lowest bid; and

WHEREAS, this is a budgeted purchase;

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

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

APPROVED AND ADOPTED this the ____ day of _____ 2016.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bid #16017 – We are asking the Council to approve a contract for Gasoline & Ultra Low Sulfur #2 Diesel Fuel

FACTS:

- Bid opening date – 5/31/16
- User Departments – Public Works/Automotive Shop
- The bid was mailed to 8 vendors
- 3 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Petroleum Traders Corporation on their low bid.**

[illegible]



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 117-16

Meeting: 06/07/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1717

Custodial Services for Sportsplex - P&R

RESOLUTION NO. _____

RESOLUTION AWARDING BID FOR CUSTODIAL SERVICES TO TOP NOTCH CLEANING, INC. (BID #16016)

WHEREAS, on May 31, 2016 bids were received with regard to custodial services for the Parks and Recreation Department (Bid #16016); and

WHEREAS, the bid tabulation sheet for Bid #16016 is attached hereto; and

WHEREAS, the apparent low bid in the amount of \$5,653.63 per month for the first year, \$5,936.31 per month for the second year, and \$6,233.12 per month for the third year was submitted by LRL Ventures & Management; and

WHEREAS, the Purchasing-Revenue Manager has recommended that the bid of LRL Ventures & Management be rejected as being non-responsive with the bid specifications for the following reason: the bidder failed to submit with its bid, a minimum of three (3) references from government or public agencies equal to or larger than the Sportsplex and where the scope of work has been performed is equal to or greater than the Sportsplex within the last five (5) years; and

WHEREAS, Jani King, whose place of business is in Montgomery, Alabama, was the lowest responsive bidder in the amount of \$7,452.00 per month; and

WHEREAS, Top Notch Cleaning, Inc., whose place of business is in Opelika, Alabama, was the second lowest responsive bidder in the amount of \$7,634.00; and

WHEREAS, whenever the City of Opelika (the "City") receives a bid from a bidder having a place of business in the legal boundaries of the City and the bid is no more than five

percent (5%) greater than the bid of the lowest responsible bidder, the City may award the contract to the resident responsible bidder; and

WHEREAS, the Purchasing-Revenue Manager has recommended that the City Council give a local preference to Top Notch Cleaning, Inc., and award the bid to Top Notch Cleaning, Inc.; and

WHEREAS, the bid of Top Notch Cleaning, Inc., was within five percent (5%) of the bid of the lowest responsible bidder; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City and its citizens to award the bid for custodial services to Top Notch Cleaning, Inc.

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

1. That the bid of LRL Ventures & Management is rejected as non-responsive.
2. That the City Council finds and determines that Top Notch Cleaning, Inc., is eligible to receive a local preference under §41-16-50, *Code of Alabama*.
3. That the contract for custodial services is hereby awarded to Top Notch Cleaning, Inc., on its responsive bid in the amount of \$7,634.00 per month.
4. That the Mayor is hereby authorized and directed to execute and deliver in the name and on behalf of the City all contracts, agreements, notices, certificates, assurances, documents or other instruments, or other communications under the seal of the City as he deems necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution.
5. That the Mayor and the Controller are hereby authorized and directed to make any

and all necessary budget and accounting entries to carry into effect the intent of this Resolution.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

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

FACT SHEET

SUBJECT: Sealed Bid #16016 – We are asking the Council to approve a contract for Custodial Services

FACTS:

- Bid opening date – 5/31/16
- User department – Parks and Recreation
- The bid was mailed to 16 vendors
- 4 bids were received
- Budgeted contract
- Bid tabulation sheet attached
- LRL Ventures & Management submitted the lowest bid, but did not meet specifications
- Jani King of Montgomery submitted the lowest bid meeting specifications, but State of AL allows a 5% local preference on services for businesses located within the City
- Top Notch Cleaning, Inc. is within the 5% local vendor preference

RECOMMENDATION:

- **The 5% local vendor preference be invoked and recommend contract be awarded to Top Notch Cleaning, Inc. on their bid meeting specifications.**

BID# 16016 DATE: 5/31/16 DEPT: PARKS & RECREATION - SPORTSPLEX						16 VENDORS INVITED	
DESCRIPTION: CUSTODIAL SERVICES						4 BIDS RECEIVED	
		ITEM 1: FIRST YEAR - PER MONTH					
		ITEM 2: SECOND YEAR - PER MONTH					
		ITEM 3: THIRD YEAR - PER MONTH					
		ITEM 4: ADDITIONAL PRICE PER HOUR					
	PRE-BID	ITEM #1	ITEM #2	ITEM #3	ITEM #4	TERMS	DISC
	CONF						
BROWN, HARVEY L							
CLEANING SERVICES INC							
DAKOTA MANAGEMENT SERVICES LLC							
DECISIVE CLEANING SERVICE							
INTRICATE CLEANING SOLUTIONS							
JANI KING OF MONTGOMERY	√	\$ 7,452.00	\$ 7,452.00	\$ 7,452.00	\$ 19.00		
LAMBMA CLEANING SERVICE							
MILFORD, ARTHUR							
P & J JANITORIAL LLC							
PARAGON INDUSTRIAL							
PROFESSIONAL FACILITIES MGMT INC							
RITE WAY SERVICE INC							
SOUTHEASTERN CLEANING SERVICE LLC							
SPIFFY CLEANING SERVICE							
TOP NOTCH CLEANING INC	√	\$ 7,634.00	\$ 7,634.00	\$ 7,634.00	\$ 7,634.00		
WRIGHT'S CLEANING SERVICES							
Centaur Building Services	√	\$ 8,750.00	\$ 8,750.00	\$ 8,750.00	\$ 16.50		
LRL Ventures & Management	√	\$ 5,653.63	\$ 5,936.31	\$ 6,233.12	\$ 15.00		

Attachment: 6-7-16 - CUSTODIAL SERVICES - SPORTSPLEX 16016 - BID PKT (117-16 : Bid - Custodial

RESOLUTION NO. (ID # 1474)

Order a Demolition - 600 Meadow Avenue - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 600 MEADOW AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-04-18-3-001-001.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 600 Meadow Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-001-001.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, The Buryl C. Jones Revocable Trust is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Selwyn Jones, as Trustee of the Buryl C. Jones Revocable Trust, is the person last assessing the subject property for state taxes; and

WHEREAS, there are no mortgagees or lienholders of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to The Beryl C. Jones Revocable Trust, Selwyn Jones, Trustee, 3640 Robert E Lee Drive, Millbrook, AL 36054; and

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

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

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

WHEREAS, Tuesday, February 16, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the buildings located at 600 Meadow Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, February 16, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 600 Meadow Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 600 Meadow Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-001-001.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 12 in Meadow Park Subdivision, Unit No. One, in the City of Opelika, Alabama, according to and as shown by a plat of Meadow Park Subdivision, Unit No. One, as the same appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3 at Page 39; together with all improvements thereon, and appurtenances thereunto appertaining.

Also being further described as Parcel Number 43-10-04-18-3-001-001.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2016.

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

ATTEST:

CITY CLERK

Cc: The Buryl C. Jones Revocable Trust
Selwyn Jones, Trustee
3640 Robert E. Lee Drive
Millbrook, AL 36054

RESOLUTION NO. (ID # 1607)

Order a Demolition - 1003 Alton Court - Inspection. - Tabled

RESOLUTION NO. _____

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

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

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

WHEREAS, Paul Pollard is the person last assessing the subject property for state taxes; and

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

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

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

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

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

WHEREAS, Tuesday, May 17, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1003 Alton Court is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, May 17, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1003 Alton Court, Opelika, Alabama; and

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

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

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2016.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Cc: Marvin Dooley
515 Fox Run Parkway, #6D
Opelika, AL 36801

Paul Pollard
1005 Alton Court
Opelika, AL 36801

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



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)



Attachment: Photos of 1003 Alton Court (1607 : Order a Demolition - 1003 Alton Court - Tabled)

RESOLUTION NO. 118-16

Expense Reports from Various Departments.**RESOLUTION NO. _____**

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

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

Employee	Department	\$ Amount
-----	-----	
Robert Noles	I.T.	106.28
Tara Bryan	I.T.	282.60
Lisa McLeod	H/R	53.16
Kathy Daugherty	E/D	207.36
Guy Gunter	City Attorney	461.18
Gary Fuller	Mayor	550.20
Gary Fuller	Mayor	225.00
Lori Huguley	E/D	599.20
Lori Huguley	E/D	599.20

-) 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(s).
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.
- 5) That the City Treasurer is authorized to sign said check so it can be delivered to

the appropriate City employee or official.

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

ADOPTED and APPROVED this the ____ day of _____, 2016.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

G. Robert Noles

DEPARTMENT

Information Technologies

PERIOD ENDING

5/7/2016

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	Opelika/Atlanta		2.00			51.41						53.41
MON												0.00
TUE												0.00
WED	Pheonix, AZ		2.00									2.00
THU												0.00
FRI												0.00
SAT	Atlanta/Opelika					50.87						50.87
WEEKLY CATEGORY TOTALS \$		0.00	4.00	0.00	0.00	102.28	0.00	0.00	0.00	0.00	0.00	106.28

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

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Tyler Connect 2016

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Robert Noles/IT Dept

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/1	Opelika/Atlanta-95.2X.54	51.41
5/1	Pheonix AZ Rail Ride Pass	2.00
5/4	Pheonix AZ Rail Ride Pass	2.00
5/7	Atlanta/Opelika-94.2X.54	50.87

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

EXPENSE REPORT

PERIOD ENDING

NAME

Name

Tara Bryan

DEPARTMENT

Department

Municipal Court

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT	MISC EXPENSES	DAILY TOTAL
			AIR RAIL ETC	RENTAL CAR LIMO ETC	LOCAL TAXI TOLLS & PUBLIC TRANSIT	Mileage AUTO EXPENSES	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED	Mobile, AL								\$9.08			\$9.08
THU	Mobile, AL								\$15.26			\$15.26
FRI	Mobile, AL						\$10.94					\$10.94
SAT						247.32						247.32
WEEKLY CATEGORY TOTALS \$						\$247.32	\$10.94		\$24.34			\$282.60

WEEKLY TOTAL EXPENSES

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

Agree To P.O.

Exts Verified

Footing Verified

Inv. Price Bio Price

Ok To Pay

A/C # Verified

NUMBER OF DAYS AWAY FROM HOME

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

Magistrate Certification

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO Snail MailSend Check to Tara e
Municipal Court when ReadyTara Bryan
Signature

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE GAS PARKING REPAIRS ETC	AMOUNT
5.4.16	229 x 2 = 458 x 54 =	247.32
through	Mileage from OPD to	
5.7.16	251 Government St	
	Mobile, AL 36602	
	+ Back	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

EXPENSE REPORT

PERIOD ENDING

5/4/2016

NAME

Lisa McLeod

DEPARTMENT

Human Resources

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
SUN	Pheonix, Arizona			53.16								53.16
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	53.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.16

WEEKLY TOTAL EXPENSES

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

Agree To P.O. 
 Exts Verified
 Footing Verified
 Inv. Price Bio Price
 Ok To Pay
 A/C # Verified

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

MUNIS Training

METHOD OF REIMBURSEMENT



DEDUCT FROM MY ADVANCE



MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/1	Rental Car Deposit	53.16
	Had to charge to personal credit card due to fraud lock placed on card	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Lisa McLeod

Human Resources

SIGNATURE

APPROVED BY

Name

Department

Expense Report

Kathy Daugherty

Economic Development

Period Ending

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

				TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL	
Date	Day	CITY AND STATE	LODGING	AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
5/24/2016	Tues	Opelika, AL						103.68						103.68
5/24/2016	Tues	Fort Payne, AL						103.68						103.68
				</										

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL

DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS
					100%
					100%
			Agree To P.O.		100%
			Exts Verified		100%
			Footing Verified		100%
			Inv. Price Bio Price		
			Ok To Pay		
			A/C # Verifier		

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FROM PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

Tokyo Business Trip

METHOD OF REIMBURSEMENT

DEDUCT FROM M1 OR

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, TEC.	AMOUNT
5/24/2016	192 miles from Opelika to Fort Payne	103.68
5/24/2016	192 miles from Fort Payne to Opelika	103.68

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

DEPARTMENT

Name Guy F. Gunter, III

Department Legal

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 5/15	Huntsville, AL	112.87										112.87
MON 5/16	Huntsville, AL	112.87										112.87
TUE 5/17						117.72						117.72
WED												0.00
THU												0.00
FRI 5/13						117.72						117.72
SAT												0.00
WEEKLY CATEGORY TOTALS \$		225.74	0.00	0.00	0.00	235.44	0.00	0.00	0.00	0.00	0.00	461.18

WEEKLY TOTAL EXPENSES ↑

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

Agree To P.O. _____
 Exts Verified _____
 Footing Verified _____
 Inv. Price Bio Price _____
 Ok To Pay _____
 A/C # Verified _____

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

2

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

50%

NATURE OR PURPOSE OF TRAVEL

Alabama League of Municipalities
 Annual Convention, Huntsville, AL

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/13	218 miles from Opelika to Huntsville	117.72
5/17	218 miles from Huntsville to Opelika	117.72

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Guy F. Gunter, III

City Attorney

Opelika, AL 36801

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

DEPARTMENT

Name Gary Fuller

Department Mayor's Office 11050

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												0.00
WED												0.00
THU 8/4	Los Angeles, CA		550.20									550.20
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	550.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	550.20

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED COMPANY TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
			Agree To P.O.		
			Exts Verified		
			Footing Verified		
			Inv. Price Bio Price		
			Ok To Pay		
			A/C # Verified		

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Economic Development trip

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

DEPARTMENT

Name Gary Fuller

Department Mayor's Office 11050

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 9/18/16	Japan										225.00	225.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	225.00

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE GAS, PARKING REPAIRS, ETC	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
9/18-9/25	Travel Insurance	225.00

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

Name

Department

Lori Huguley

Economic Development

Period Ending

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

Date	Day	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
				AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	BREAKFAST	LUNCH			
5/26/2016	Thur	Atlanta, GA		599.2									599.2
			0.00	599.20	0	0	0.00	0.00	0.00	0.00	0	0	599.20

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

[illegible]

Packet Pg. 85

Name

Department

Expense Report

Lori Huguley

Economic Development

Period Ending

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

[illegible]

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

[illegible]

RESOLUTION NO. 119-16

Travel Advancement for Shane Childs - OPS.

RESOLUTION NO. _____

WHEREAS, Journeyman Line worker, Shane Childs, is requesting a travel advance from the City Treasury for the purpose of attending the Advanced Line worker in Newnan, Georgia from June 22, 2016 through June 23, 2016.

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

- 1) That the Opelika Power Services Director is hereby authorized to process the appropriate paperwork to the Accounting Department so a check for One Hundred dollars (\$100.00) can be prepared payable to Shane Childs.
- 2) That the City Treasurer is hereby authorized and directed to sign said advance check for \$100.00 payable to Shane Childs for travel expenses while attending the Advanced Line Worker Program. That said Journeyman Line Worker shall present an itemized expense report immediately upon his return to the City.

APPROVED and ADOPTED this the _____ day of _____, 2016.

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Fact Sheet

Subject:

Travel Advance

Facts:

Journeyman Line Worker Shane Childs is attending the Advanced Line Worker Program in Newnan, Georgia, which begins on June 22, 2016.

Shane is requesting 6 meals, and fuel for a City vehicle with an estimated cost of \$100.00

6 Meals ~ \$50.00

Fuel for City vehicle while in Adel ~ \$50.00

Recommendations:

The Council to approve the travel advance for Shane Childs during the June 7, 2016 Council Meeting.

RESOLUTION NO. 120-16

Travel Advancement for Zach Hester - OPS.

RESOLUTION NO. _____

WHEREAS, Journeyman Line worker, Zach Hester, is requesting a travel advance from the City Treasury for the purpose of attending the Advanced Line Worker Program in Newnan, Georgia from June 22, 2016 through June 23, 2016.

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

- 1) That the Opelika Power Services Director is hereby authorized to process the appropriate paperwork to the Accounting Department so a check for One Hundred dollars (\$100.00) can be prepared payable to Zach Hester.
- 2) That the City Treasurer is hereby authorized and directed to sign said advance check for \$100.00 payable to Zach Hester for travel expenses while attending the Advanced Line Worker Program. That said Journeyman Line Worker shall present an itemized expense report immediately upon his return to the City.

APPROVED and ADOPTED this the _____ day of _____, 2016.

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Fact Sheet

Subject:

Travel Advance

Facts:

Journeyman Line Worker Zach Hester is attending the Advanced Line Worker Program in Newnan, Georgia, which begins on June 22, 2016.

Zach is requesting 6 meals, and fuel for a City vehicle, with an estimated cost of \$100.00

6 Meals ~ \$50.00

Fuel for City vehicle while in Newnan~ \$50.00

Recommendations:

The Council to approve the travel advance for Zach Hester during the June 7, 2016 Council Meeting.

RESOLUTION NO. 121-16

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	2 Inch Aluminum Bus	N/A
2.	1	Ea.	Transformer Hardware	N/A
3.	1	Lot	7.2 KV Switches	N/A
4.	1	Lot	115 KV Switches	N/A
5.	1	Lot	Aluminum Light Arms	N/A
6.	1	Lot	Aluminum Light Poles	N/A
7.	1	Lot	Aluminum Capacitor Bank Brackets	N/A
8.	2	Ea.	Wooden Chairs	N/A
9.	1	Ea.	Arm Chair	N/A

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.

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. 122-16

Purchase a 2014 Chevy Tahoe from the OIDA - OPS**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE PURCHASE OF A VEHICLE FROM
OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY**

WHEREAS, the City of Opelika, Alabama, (the “City”) requires the use of a vehicle for the Assistant Director of Opelika Power Services (“OPS”); and

WHEREAS, Opelika Industrial Development Authority (“OIDA”) is the owner of a 2014 Chevrolet Tahoe; and

WHEREAS, OIDA is a separately incorporated board of the City, and, as such, is a public corporation, i.e. public entity; and

WHEREAS, the Alabama Attorney General has ruled on numerous occasions that contracts between public entities are not required to be competitively bid; and

WHEREAS, OIDA is willing to sell the 2014 Chevrolet Tahoe to the City for the sum of \$33,000.00; and

WHEREAS, OPS desires to purchase said 2014 Chevrolet Tahoe from OIDA for \$33,000.00; and

WHEREAS, adequate funds are available to purchase said vehicle in the Opelika Power Services Capital Outlay Account.

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

1. That the Mayor is hereby authorized to contract with OIDA to purchase the 2014 Chevrolet Tahoe.

2. That the Mayor is hereby authorized and directed to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such contracts, agreements, notices, certificates, assurances, documents or other instruments, or other communications under the seal of the City as he deems necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That the Mayor and the Controller are hereby authorized and directed to make any and all necessary budget and accounting entries to carry into effect the intent of this Resolution.

4. That the purchase price for the 2014 Chevrolet Tahoe shall be paid from the Opelika Power Services Capital Outlay Account.

5. That the Purchasing-Revenue Manager is hereby authorized to issue all appropriate and necessary purchase orders up to the sum of \$33,000.00 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 _____, 2016.

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

ATTEST:

CITY CLERK

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

The Opelika Industrial Development Authority is asking \$33,000.00 for the 2014 Chevrolet Tahoe described as follows:

Year: 2014	VIN: 1GNSKBE0434229105
MAKE: CHEV	TAG NUMBER: 57408MU
MODEL: TAHOE K15	MILEAGE: 37,000
BODY: 4D	COLOR: WHITE

Thank you,



Lori Huguley
Secretary, OIDA

RESOLUTION NO. 123-16

Emergency Repair, Westside Sewer Plant - PW

RESOLUTION NO. _____

WHEREAS, the Opelika Westside Sewer Plant is in need of emergency repair; and

WHEREAS, the repair is deemed to be an emergency by the Purchasing-Revenue Manager; and

WHEREAS, the service and repair parts can be obtained from G. Nelson Electric Motors, Inc. located in Alexander City, AL, an authorized mixer repair service; and

WHEREAS, the cost of repairs is estimated to be \$23,596.59; and

WHEREAS, the cost of repairs is to come from an Opelika Sewer Fund account;

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

1. That the City Council deem the actions of the Purchasing-Revenue Manager to be correct in awarding the emergency purchase order to G. Nelson Electric Motors, Inc. for an estimated amount of \$23,596.59.
2. That the Mayor be authorized to issue a change order for unforeseen repairs not to exceed 10% of the estimated costs.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2016.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer



Memo

To: Opelika City Council
From: Lillie Finley, Purchasing-Revenue Manager
cc: Mayor Gary Fuller
Date: June 3, 2016
Re: Emergency Repair of Westside Plant Mixer and Pumps

Adequate aeration is an important element in the activated sludge process. With adequate mixing, incoming pollutants and wastewater are better distributed throughout the entire aeration basin. This results in more uniform and efficient treatment in lowering ammonia. In addition, solids that settle can be re-suspended by the aerators' mixing action and brought back into contact with the microbial population floating throughout the basin. Poor mixing has the effect of creating thick solids deposits that fall to the aeration basin floor before proper treatment has occurred. It is vital that this aeration basin has both mixers running at all times due to the amount of sewage. The mixer insures that proper treatment is made while also limiting minimum exposure to hazardous waste. The pump is required to replace one of the 2 transfer pumps at the Saugahatchee lift station in which all the flow from TigerTown goes through this lift station.

The pump is required to replace one of the 2 transfer pumps at the Saugahatchee lift station. All the flow from TigerTown goes through this lift station.

To protect the public health and safety of the citizens of Opelika, I am declaring this an emergency.

ALEXANDER CITY, AL 35011

Repair Estimate

Job: 055480 Department: OG Job Desc: LIGHTNING MIXER|||||
OPELIKA GEARBOX Type: GB GEAR BOX
Cust #: 005001 Ship To #: 000099 Job Rcvd
ESG OPERATIONS, INC* ESG OPERATIONS, INC* 03/23/16
700 FOX TRAIL
OPELIKA, AL 36801 OPELIKA, AL 36801

Cust P.O.#	P.O. Rel#	Misc #	Terms Cd	Slm
			NET 30	006

Nameplate Data:
MAKE:LIGHTNING MIXER

Special Instructions:
LIGHTNING MIXER GEAR BOX

Lbr-Cde/Item	Hrs/Qty	Unit Cost	Ext Cost	Unit Price	Ext Price
ESTIMATE TO REPAIR DAT-150 LIGHTNIN MIXER GEARBOX			.00		.00
			.00		.00
			.00		.00
PULL,DISASSEMBLE,AND INSPECT			.00		.00
SPIRAL BEVEL GEAR IS DAMAGED AND			.00		.00
TOP BEARING HAS DISINTEGRATED.			.00		.00
			.00		.00
MACHINE NEW SPIRAL BEVEL GEAR			.00		4,800.00
REPLACE ALL BEARINGS AND SEALS.			.00		.00
REPLACE BEARING SHIMS			.00		.00
INSTALL NEW TOP BEARING RETAINING RIN			.00		.00
REPAIR BROKEN BOLT HOLES AND THREADS			.00		.00
REPLACE ALL CASING BOLTS			.00		.00
REPLACE ALL GASKETS			.00		.00
ASSEMBLE,FILL WITH OIL,AND PAINT			.00		.00
DELIVER ,INSTALL AND LASER ALIGN			.00		.00
MATERIALS AND SUPPLIES			.00		4,736.59
LABOR AND MACHINE WORK			.00		13,460.00
6 MONTH WARRANTY ON PARTS AND LABOR			.00		.00
4-5 WEEK DELIVERY ON GEAR			.00		.00
FREIGHT ESTIMATE			.00		600.00
GEARBOX WILL HAVE TO BE SENT TO THE			.00		.00
GEAR MACHINE SHOP FOR PRE ASSEMBLY			.00		.00

Continued

G. NELSON ELECTRIC MOTORS, INC
P.O. BOX 1359

In-House Use

13.8.a

ALEXANDER CITY, AL 35011

Repair Estimate

Job: 055480 Department: OG Job Desc: LIGHTNING MIXER|||||
OPELIKA GEARBOX Type: GB GEAR BOX
Cust #: 005001 Ship To #: 000099 Job Rcvd
ESG OPERATIONS, INC* ESG OPERATIONS, INC* 03/23/16
700 FOX TRAIL
OPELIKA, AL 36801 OPELIKA, AL 36801

Cust P.O.#	P.O. Ref#	Misc #	Terms Cd	Slm
			NET 30	006

Total:	.00	.00	23,596.59
--------	-----	-----	-----------

Repair estimate valid for 30 calendar days
from the above date.

Plus Sales Taxes,
If Applicable.

By: _____ Date: _____
Based Upon Our Standard Terms And Conditions.

Attachment: 6-7-16 - Emergency Repair of Lighting Mixer Gear Box-CNCL PKT (123-16 : Emergency Repair-Westside Sewer Plant - PW)

RESOLUTION NO. 124-16

Emergency Repair, Saugahatchee Lift Station - PW

RESOLUTION NO. _____

WHEREAS, a Saugahatchee Lift Station pump is in need of emergency repair; and

WHEREAS, the repair is deemed to be an emergency by the Purchasing-Revenue Manager; and

WHEREAS, the service and repair parts can be obtained from Sheppard Electric Motor Service, LLC located in Theodore, AL, an authorized pump repair service; and

WHEREAS, the cost of repairs is estimated to be \$20,202.00; and

WHEREAS, the cost of repairs is to come from an Opelika Sewer Fund account;

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

1. That the City Council deem the actions of the Purchasing-Revenue Manager to be correct in awarding the emergency purchase order to Sheppard Electric Motor Service, LLC for an estimated amount of \$20,202.00.
2. That the Mayor be authorized to issue a change order for unforeseen repairs not to exceed 10% of the estimated costs.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2016.

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

ATTEST: _____

Robert G. Shuman

City Clerk - Treasurer



Memo

To: Opelika City Council
From: Lillie Finley, Purchasing-Revenue Manager
cc: Mayor Gary Fuller
Date: June 3, 2016
Re: Emergency Repair of Westside Plant Mixer and Pumps

Adequate aeration is an important element in the activated sludge process. With adequate mixing, incoming pollutants and wastewater are better distributed throughout the entire aeration basin. This results in more uniform and efficient treatment in lowering ammonia. In addition, solids that settle can be re-suspended by the aerators' mixing action and brought back into contact with the microbial population floating throughout the basin. Poor mixing has the effect of creating thick solids deposits that fall to the aeration basin floor before proper treatment has occurred. It is vital that this aeration basin has both mixers running at all times due to the amount of sewage. The mixer insures that proper treatment is made while also limiting minimum exposure to hazardous waste. The pump is required to replace one of the 2 transfer pumps at the Saugahatchee lift station in which all the flow from TigerTown goes through this lift station.

The pump is required to replace one of the 2 transfer pumps at the Saugahatchee lift station. All the flow from TigerTown goes through this lift station.

To protect the public health and safety of the citizens of Opelika, I am declaring this an emergency.

Sheppard Electric Motor Service LLC

Po Box 190817 Mobile AL 36619
 3460 Hurricane Bay Dr
 Theodore, AL 36582
 United States

Voice: 251-443-0700
 Fax: 251-443-6204

QUOTATION

Quote Number: 7182

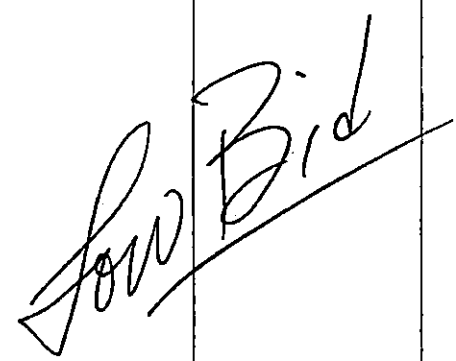
Quote Date: May 2, 2016

Page: 1

Quoted To:

City of Opekia

Customer ID	Good Thru	Payment Terms	Sales Rep
City of Opekia	6/1/16	Net Due	

Quantity	Item	Description	Unit Price	Amount
1.00		Wilo model 1078Z rated at 600gpm and 188 TDH.480 v plus shipping	20,202.00	20,202.00
				
Subtotal				20,202.00
Sales Tax				
TOTAL				20,202.00

Attachment: 6-7-16 - Emergency Repair of Pumps-CNCL PKT (124-16 : Emergency Repair - Saugahatchee Lift Station - PW)

RESOLUTION NO. 125-16

Weed Abatement Assessment - 502 M L King Blvd

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
502 M L King Blvd, Parcel No. 100.000**

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WHEREAS, the weed nuisance growing upon or in front of the property located at 502 M L King, parcel no. 100.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 502 M L King, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of June, 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$282.98 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 502 M L King Blvd, Parcel no. 100.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-100.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC
City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/16/2016

**To: Thomasine Edwina Hicks
PO Box 995
Tuskegee Inst. Al 36087**

**Property Address:
502 M L King Blvd
Opelika Al. 36801
Parcel # 10-04-18-2-001-100.000**

On April 6, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>270.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>282.98</u>

Attachment: WEED INVOICE (125-16 : Weed Abatement Assessment - 502 M L King Blvd)

RESOLUTION NO. 126-16

Weed Abatement Assessment - 225 Vero Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
225 Vero Court, Parcel No. 031.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 225 Vero Court, parcel no. 031.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 225 Vero Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of June 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$252.16 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 225 Vero Court, Parcel no. 031.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-002-031.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC
City Clerk - City Treasurer

WEED ABATEMENT INVOICE**Date: 05/16/2016****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
225 Vero Ct.
Opelika Al. 36801
Parcel # 10-03-08-2-002-031.000**

On April 4, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 226.20Certified mail: 25.96Misc. Total 252.16 **Attachment: WEED INVOICE State of Alabama (126-16 : Weed Abatement Assessment - 225 Vero Ct.)**

WEED ABATEMENT INVOICE

Date: 05/16/2016

**To: Glenn Stephen Jr.
6037 Shadow Lakes Way
Lithonia Ga. 30058**

**Property Address:
225 Vero Ct.
Opelika Al. 36801
Parcel # 10-03-08-2-002-031.000**

On April 4, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>226.20</u>
Certified mail:	<u>25.96</u>
Misc.	<u> </u>
Total	<u>252.16</u>

Attachment: Weed invoice stephens (2) (126-16 : Weed Abatement Assessment - 225 Vero Ct.)

RESOLUTION NO. 127-16

Weed Abatement Assessment - 229 Vero Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
229 Vero Court, Parcel No. 032.000**

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WHEREAS, the weed nuisance growing upon or in front of the property located at 229 Vero Court, parcel no. 032.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 229 Vero Court, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of June 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$246.58 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 229 Vero Court, Parcel no. 032.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-002-032.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC
City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/16/2016

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

**Property Address:
229 Vero Ct.
Opelika Al. 36801
Parcel # 10-03-08-2-002-032.000**

On April 4, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>233.60</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>246.58</u>

Attachment: WEED INVOICE (127-16 : Weed Abatement Assessment - 229 Vero Ct.)

RESOLUTION NO. 128-16

Weed Abatement Assessment 12 E Johnson Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
12 E Johnson Ave Parcel No. 013.000**

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WHEREAS, the weed nuisance growing upon or in front of the property located at 12 E Johnson Ave, parcel no. 013.000 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 12 E Johnson Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of June 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$225.93 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 12 E Johnson Ave Parcel no. 013.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-17-2-000-013.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC
City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/17/2016

**To: Andreada Holland
9 Lee Rd 0648
Opelika Al. 36801**

**Property Address:
12 E Johnson Ave
Opelika Al. 36801
Parcel # 10-04-17-2-000-013.000**

On April 21, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>199.97</u>
Certified mail:	<u>25.96</u>
Misc.	<u> </u>
Total	<u>225.93</u>

Attachment: Holland Invoice (128-16 : Weed Abatement Assessment 12 E Johnson Ave)

WEED ABATEMENT INVOICE

Date: 05/17/2016

**To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830**

**Property Address:
12 E Johnson Ave
Opelika Al. 36801
Parcel # 10-04-17-2-000-013.000**

On April 21, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>199.97</u>
Certified mail:	<u>25.96</u>
Misc.	<u> </u>
Total	<u>225.93</u>

Attachment: pitts invoice (128-16 : Weed Abatement Assessment 12 E Johnson Ave)

RESOLUTION NO. 129-16

Weed Abatement Assessment - 1109 Magnolia St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1109 Magnolia St, Parcel No. 022.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, parcel no. 022.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1109 Magnolia St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 7th day of June, 2016 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$216.68 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1109 Magnolia St, Parcel no. 022.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-022.000 according to the records of the Revenue Commissioner of Lee County Alabama.

4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the _____ day of _____,
2016.

President of the City Council
City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC
City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/17/2016

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

**Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000**

On April 19, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>203.70</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>216.68</u>

Attachment: WEED INVOICE (129-16 : Weed Abatement Assessment - 1109 Magnolia St.)

RESOLUTION NO. (ID # 1720)

Order a Demolition - 806 Powledge Avenue - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 806 POWLEDGE AVENUE, OPELIKA, ALABAMA
36801, PARCEL ID NO.: 43-10-04-18-3-002-027.001 IN COMPLIANCE WITH
SECTIONS**

**11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.**

OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 806 Powledge Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-002-027.001, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, John Robert Brooks/Mattie Mann is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, John Robert Brooks is the person last assessing the subject property for state taxes; and

WHEREAS, Portfolio Recovery Associates, LLC, has a judgment lien on the subject property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to John Robert Brooks, 706 Powledge Avenue, Opelika, AL 36801 and Portfolio Recovery Associates, LLC, 120 Corporate Blvd, Suite 1, Norfolk, VA 23502; and

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

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

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

WHEREAS, Tuesday, June 7, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 806 Powledge Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, June 7, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 806 Powledge Avenue, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 806 Powledge Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-002-027.001, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

A certain house and lot, in the City of Opelika, Lee County, Alabama, containing one acre and more particularly described as follows: Commencing at an iron post joining what is known as the Dent lot, now owned by Mrs. G.L. Holleya and running south 320 feet; thence east 80 feet; thence north 320 feet; thence west 80 feet; to the beginning point, being a portion of a ten acre lot known as the Hurst lot, lying in the northwest corner of said ten acre lot.

Also being further described as Parcel Number 43-10-04-18-3-002-027.001, according to records maintained in the Lee County Revenue Commissioner's Office.

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

for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2016.

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

ATTEST:

CITY CLERK

Cc: John Robert Brooks
706 Powledge Avenue
Opelika, AL 36801

Portfolio Recovery Associates, LLC
120 Corporate Blvd, Ste. 1
Norfolk, VA 23502

RESOLUTION NO. 130-16

Authorization to Charge a Zoning Certificate Fee

At times, Planning staff's processing of zoning certification requests involves research and examination of records and/or ordinances that requires time and attention. The Planning Department is requesting authorization to charge a \$25.00 fee for each zoning certification letter.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ZONING CERTIFICATION FEE

WHEREAS, a zoning certification is a confirmation that a particular land use or structure is allowed under the Zoning Ordinance and/or subdivision regulations of the City of Opelika (the "City"); and

WHEREAS, requests for zoning certification letters are generated from various sources including homeowners, mortgage lenders, appraisers and attorneys; and

WHEREAS, zoning certification letters are issued by the Planning Department staff; and

WHEREAS, specific information regarding the zoning and use of the property or structure may be requested in the certification letter including, but not limited to, the following:

- Current zoning of the property;
- Whether the legally established use conforms to the current zoning classification;
- Whether structures on the property can be rebuilt;
- Site plan requirements;
- Setback requirements;
- Parking requirements;

- Variances;
- Subdivision requirements; and

WHEREAS, the processing of a zoning certification application may involve the review of the Zoning Ordinance, the Subdivision Regulations, site plans, Planning Commission minutes, Board of Zoning Adjustment minutes and other public records; and

WHEREAS, the issuance of a zoning certificate with related research and analysis requires significant Planning staff time and attention; and

WHEREAS, the Planning Department is requesting authorization to charge a \$25.00 fee for each zoning certification letter; and

WHEREAS, the City Council has determined that the amount of the proposed fee reflects the reasonable cost of providing the service; and

WHEREAS, the nature and amount of the proposed fee is required to fairly compensate the City for the service provided.

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

1. That the Planning Department is hereby authorized to charge each applicant the sum of \$25.00 for each zoning certification letter.
2. That the fee shall be paid in full at the time of the application.
3. That Planning Department staff take necessary steps to implement and collect zoning certification fees.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 131-16

Project Development Agreement, Village at Hamilton Lake - ED.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF OPELIKA, ALABAMA, AND VILLAGE PARTNERS, LLC**

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

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

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

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

(c) The Project as defined in the Project Development Agreement, is the development of 48 single family detached residences on 17.47 acres located on Hamilton Lake slightly Southwest of Stonybrook Subdivision (the “Project Site”). The Project consists of the construction of (1) the extension of Stonybrook Point to the Project Site; (2) the construction of the private streets within the Project Site; and (3) the construction of utility infrastructure within the Project Site. The Project will constitute “economic development” within the meaning of

Amendment 642.

(d) Pursuant to, and for the purposes of, Amendment 642, it is necessary and desirable and in the public interest for the City to provide financial incentives to the Company, and for such purposes, the City will pay to the Company the sum of \$180,000 for the design and construction of Stonybrook Point and related infrastructure.

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

(f) On May 31, 2016, the City caused to be published in *The Opelika-Auburn News*, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which Notice is attached hereto as Exhibit “A”. The Council certifies:

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

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

(g) On June 7, 2016, the City Council conducted a public hearing during the meeting referenced in said Notice with respect to the matters therein contained. No person presented, either orally or in writing, any objection to the Project Development Agreement.

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

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

(b) the terms and provisions of the Project Development Agreement, in

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

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

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

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

Section 6. All resolutions, orders or parts thereof, of the City Council in conflict or

inconsistent with any provision of this Resolution are, to the extent of such conflict or inconsistency, repealed.

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

ADOPTED AND APPROVED this the _____ day of June, 2016.

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

ATTEST:

CITY CLERK

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the _____ day of June, 2016, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the _____ day of June, 2016.

CITY CLERK
CITY OF OPELIKA, ALABAMA

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered as of June ____, 2016, by and between the **CITY OF OPELIKA, ALABAMA**, an Alabama municipal corporation (the "City") and **VILLAGE PARTNERS, LLC**, an Alabama limited liability company (the "Company").

RECITALS

The parties hereto make the following recitals of facts as the basis of the undertakings herein made.

(a) The Company is the owner of 17.47 acres located on Hamilton Lake slightly Southwest of Stonybrook Subdivision (the "Project Site").

(b) The City and the Company have been engaged in discussions concerning the development of 48 single family detached residences on the Project Site entitled "Village at Hamilton Lake".

(c) The parties hereto expect and intend to expand and increase the tax revenues of the City by development of the residential facilities described herein (the "Project").

(d) The City has agreed to assist the Company by providing cash incentives to induce the Project.

(e) The Company has agreed to construct the Project within the Project Site as provided herein.

(f) Pursuant to the applicable laws of the State of Alabama referenced herein and for the purposes referenced herein, the City and the Company have delivered this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the respective agreements, promises and covenants of the parties hereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement the following terms shall have the following meanings:

"City" shall mean the City of Opelika, Alabama.

"City Contribution" shall mean the amount of \$180,000.00.

"Company" shall mean Village Partners, LLC, an Alabama limited liability company and its successors and assigns.

"Enabling Law" shall mean Amendment 642 of the Constitution of Alabama of 1901, as amended.

"Project" shall mean the residential project to be constructed by the Company, which is more particularly described in Article 3. The Project consists of the construction of (1) the extension of Stonybrook Point to the Project Site; (2) the construction of the private streets within the Project Site; and (3) the construction of the utility infrastructure within the Project Site.

"Project Site" shall mean the real property on which the Project will be constructed in Opelika, Alabama, which is described in Exhibit "A".

"Stonybrook Point" shall mean a two-lane public entrance road situated upon a sixty foot (60') wide right-of-way with paved asphalt surface width of twenty-eight feet (28'), approximately 870 feet in length which shall include curb and gutter, an enclosed drainage system, an 8 foot wide x 5 foot high concrete box culvert, underground electrical street wiring and decorative street lights, said road being described according to the diagram in Exhibit "B".

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

(a) The City hereby represents and warrants (i) that it has all necessary power under the Enabling Law to carry out the provisions of this Agreement, and (ii) that the execution of this Agreement on its behalf has been duly authorized by Resolution adopted by the governing body of the City.

(b) The Company represents and warrants (i) that it has all necessary power under the Constitution and laws of the State of Alabama to carry out the provisions of this Agreement, and (ii) that the execution of this Agreement on its behalf has been duly authorized by the members of the Company.

ARTICLE 3

OBLIGATIONS OF THE COMPANY

In consideration of the City providing the incentives described herein, the Company makes the following commitments to the City:

(a) The Company shall, at its expense, design and construct or cause to be designed or constructed, the entrance road identified herein as Stonybrook Point, being described in Exhibit "B", subject to the following:

- (1) The design of Stonybrook Point shall incorporate all City specifications and standards relating thereto. The design work shall include all surveying, all work for preparation of plans and specifications, and construction documents.
- (2) The Company shall construct Stonybrook Point in accordance with the City's design standards and specifications.
- (3) The construction of Stonybrook Point shall be completed on or before December 1, 2016. Upon completion of Stonybrook Point, the road shall be dedicated as a public street.
- (4) Except for the contribution provided by the City to the Company under Article 4(a) of this Agreement, the Company shall be solely responsible for constructing and paying for the extension of Stonybrook Point to the Project Site.

(b) The Company agrees that it shall develop the Project Site to accommodate approximately 48 single family detached residences on the Project Site, including the construction of private streets and the utility infrastructure (water, sewer, electrical, fiber optics) necessary to accommodate such condominium units. The physical improvements (streets and utility infrastructure) shall be constructed in accordance with plans and specifications approved by the City. The Company agrees to complete the private streets and utility infrastructure by or before December 1, 2016.

(c) The Company represents and warrants to the City that the City contribution set forth in Article 4(a) shall be adequate to enable the Company to complete the Project in accordance with the current scope of the Project.

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE CITY

In consideration of the Company extending Stonybrook Point to the Project Site, completing the physical improvements on the Project Site as described herein, and the economic benefit to the City derived from the Project, the City covenants and agrees as follows:

(a) Upon the completion and acceptance of Stonybrook Point (except for application of the final wearing surface), the City agrees to pay to Company the sum of \$180,000 for the design and construction of said street and related infrastructure. Any additional cost associated with the design and construction of Stonybrook Point and related infrastructure shall be borne by the Company. The parties have agreed that, under no circumstances, will the City be obligated to contribute to, finance or otherwise fund any sum in excess of the City contribution. The Company will absorb all costs and fees for the Project not covered by the City contribution.

(b) Upon acceptance of Stonybrook Point, the City agrees to maintain and repair said street as needed, to ensure that the street remains safe and convenient to the public.

(c) The City hereby agrees to process in an efficient and expeditious manner all applications for licenses, zoning permits, utilities and related municipal approvals as shall be necessary to complete the Project.

ARTICLE 5

EVENTS OF DEFAULT AND REMEDIES

(a) Events of Default

Any one or more of the following shall constitute an event of default by the City or the Company hereunder (an "Event of Default") under this Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Company a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of the Company in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Company by the City a written notice specifying such default or breach and requiring it to be remedied

and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Company shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

(b) Remedies

Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

(c) Remedies Subject to Applicable Law

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

ARTICLE 6

NOTICES

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(1) if the to the City: (2) if to the Company:

36830	City of Opelika 204 South 7th Street Opelika, Alabama 36801 Attn: Mayor	Village Partners, LLC 2667 Danbury Drive Auburn, AL Attn: Jaryn G. Dibenedetto
-------	--	---

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

(a) **Enforceability**

The provisions of this Agreement shall be severable. In the event any provision hereof shall be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

(b) **Prior Agreements Cancelled**

This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

(c) **Counterparts**

This Agreement shall be executed in counterparts, each of which shall constitute but one and the same agreement.

(d) **Binding Effect, Governing Law**

(1) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein.

(2) This Agreement shall be governed exclusively by the laws of the State of Alabama.

(e) **Delegation and Assignment of this Agreement**

(1) The City shall have no authority or power to, and shall not, delegate to any person the duty or obligation to observe or perform any agreement or obligation of the City hereunder. Nothing in this section, however, shall prevent the City from engaging appropriate consultants, experts, agents or outside representatives to perform the City's obligations under this Project Development Agreement on behalf of the City.

(2) The City shall not have any authority or power to, and shall not, assign to any person any right of the City hereunder or any interest of the City herein.

(3) The Company may not transfer or assign to any Person or Persons any or all of its rights, title and interest in this Agreement or the payments to be made by the City hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld.

(f) **Amendments**

This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Company has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF OPELIKA, ALABAMA

SEAL

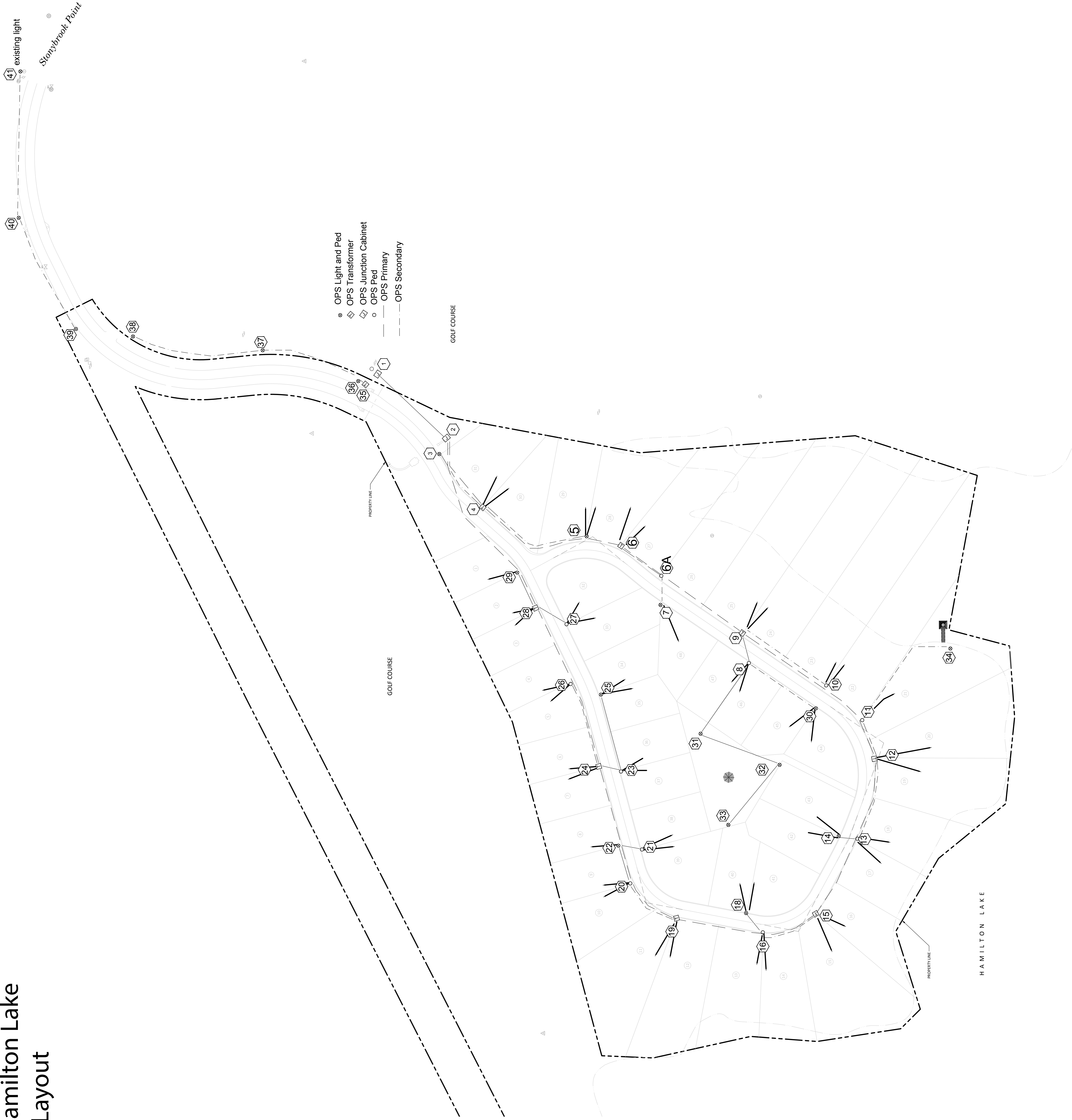
By: _____
Its Mayor

ATTEST: _____
City Clerk

VILLAGE PARTNERS, LLC

By: _____
Its Managing Member

The Village at Hamilton Lake
Opelika Power Layout
5-16-16
(not to scale)



RESOLUTION NO. 132-16

Denying Business License Application, Sole Journey LLC, 711 S. 4Th Street - Revenue

RESOLUTION NO. _____

**RESOLUTION DENYING BUSINESS LICENSE APPLICATION
FILED BY SOLE JOURNEY, LLC TO SELL SHOES, CLOTHES
AND ACCESSORIES FROM THE RESIDENCE
LOCATED AT 711 SOUTH 4TH STREET**

WHEREAS, a business license application was filed by Sole Journey, LLC to engage in the business of selling shoes, clothes and accessories from the residence located at 711 South 4th Street; and

WHEREAS, in the business permit application, the applicant describes its proposed business activities as follows: “I am a nonstore business. I sell shoes, clothing and accessories. I do not have a permanent location. I would like to set up at 4th Street Station on Fridays for 6-8 hours. I would also like to set up at different events throughout the City. Some days I will set up in my family yards at family events. Different businesses will allow me to set up on their property. I am not looking for a transient license, I am looking for a peddler’s license or a seller’s license.”; and

WHEREAS, a site-specific license is required if an individual or business entity sells or offers to sell goods or services from a stationary location; and

WHEREAS, Section 14-303 of the Business License Code reads, in part, as follows:
“**Sec. 14-303. - License shall be location specific.**

(a) For each place at which any business is carried on, a separate license shall be paid, and

any person desiring to engage in any business for which a license is required shall designate the place at which business is carried on, and the license to be issued shall designate such place, and such license shall authorize the carrying on of such business only at the place designated.”; and

WHEREAS, 711 South 4th Street is zoned R-4 (medium density residential district); and

WHEREAS, commercial uses are prohibited in the City’s R-4 district or limited to only home occupation uses; and

WHEREAS, “home occupation” is defined as an “accessory use” of a dwelling unit. The business must be operated in entirely within the dwelling unit and in such manner so that there will be no external manifestation of the operation of the business outside the dwelling unit. (See Section 8.14 of the Zoning Ordinance); and

WHEREAS, permits are required for all home occupations; and

WHEREAS, the regulations of Opelika’s Zoning Ordinance dealing with home occupation are designed to protect and maintain the residential character of established neighborhoods; and

WHEREAS, the outdoor storage of materials, goods, supplies or equipment used in the home occupation is prohibited; and

WHEREAS, retail or wholesale businesses involving transactions on premises are generally not compatible with residential uses; and

WHEREAS, the applicant has not obtained a home occupation permit from the Planning Department to sell merchandise at the site; and

WHEREAS, the Director of the Planning Department represents that a home occupation

permit allowing the sale of merchandise from the residence located at 711 South 4th Street is due to be denied; and

WHEREAS, the Revenue-Purchasing Manager and the Director of the Planning Department have recommended denial of the business license application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, based upon information presented to it and upon review and consideration of documentation provided, as follows:

1. That the City Council finds that the business license application filed by Sole Journey, LLC does not comply with the provisions of the Zoning Ordinance of the City of Opelika.
2. That the City Council finds that the applicant has not obtained a home occupation permit to engage in the activities described in the application.
3. That the City Council finds and determines that the applicant is required to obtain a separate business license for each location at which it does business in the City.
4. That based upon the foregoing findings, the business license application of Sole Journey, LLC is denied.
5. The City Clerk is hereby directed to notify the applicant of the decision of the City Council to deny the business license application.

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 133-16

Denying Business License Application, Sole Journey LLC, 300 Columbus Parkway - Revenue.

RESOLUTION NO. _____

**RESOLUTION DENYING BUSINESS LICENSE APPLICATION
FILED BY SOLE JOURNEY, LLC TO SELL SHOES, CLOTHES
AND ACCESSORIES FROM THE PARKING LOT OF EXTERIOR YARDS OF THE
BUSINESS LOCATED AT 300 COLUMBUS PARKWAY**

WHEREAS, a business license application was filed by Sole Journey, LLC to engage in the business of selling shoes, clothes and accessories from the parking lot and/or the exterior yards of 4th Street Station located at 300 Columbus Parkway; and

WHEREAS, the property located at 300 Columbus Parkway is zoned C-3, GC (general commercial, gateway corridor district); and

WHEREAS, a permit is required for all temporary outdoor sales in the C-3 zoning district pursuant to the provisions of Section 8.11.1 of the Zoning Ordinance; and

WHEREAS, the maximum length of a temporary outdoor sales permit is thirty (30) days; and

WHEREAS, appropriate permits must be obtained from the Building Inspector, City Engineer and City Planner prior to the commencement of operation; and

WHEREAS, before a temporary permit is granted, the owner or agent of the property must certify that all temporary structures meet the requirements of the Fire Code; and

WHEREAS, the owner of 4th Street Station located at 300 Columbus Parkway has furnished a written statement to the Revenue Department stating that the applicant has not been

authorized to conduct business activities on the grounds or parking lot of 4th Street Station; and

WHEREAS, the Revenue-Purchasing Manager and the Director of the Planning Department have recommended denial of the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, based upon information presented to it and upon review and consideration of documentation provided, as follows:

1. That the City Council finds that Sole Journey's business license application does not comply with Section 8.11.1 of the Zoning Ordinance of the City of Opelika.
2. That the City Council finds that the applicant does not have the consent of the owner of the premises to store, display and sell merchandise from the parking lot and exterior grounds of the premises located at 300 Columbus Parkway.
3. That based upon the foregoing findings, the business license application of Sole Journey, LLC is denied.
4. The City Clerk is hereby directed to notify the applicant of the decision of the City Council to deny the business license application.

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 134-16

Agreement for Professional Engineering Services with CEngS - OPS

RESOLUTION NO. _____

RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM CUSTOM ENGINEERING SOLUTIONS.

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) owns and operates an electrical distribution system; and

WHEREAS, the City of Opelika, d/b/a Opelika Power Services (“OPS”) requires multiple levels of line and substation design services; and

WHEREAS, Custom Engineering Solutions (“CEngS”) is a professional engineering firm that can provide an array of electrical, civil and structural engineering packages for the City’s electrical transmission and distribution needs; and

WHEREAS, a proposal for professional engineering, design and consulting services (the “Proposal”) has been prepared by CEngS and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to accept said Proposal.

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

1. That the Proposal for professional engineering services as submitted by CEngS is reasonable and responsive and is hereby accepted by the City of Opelika.
2. That the Mayor is further authorized and directed to execute and deliver the

Proposal in the name and on behalf of the City and to execute and deliver or cause to be executed or delivered in the name and on behalf of the City such other agreements, contracts, change orders, notices, certificates, assurances or other instruments or other communications as he deems necessary or appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That the compensation to be paid to CEngS shall be paid from OPS budgeted funds and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue appropriate purchase orders as outlined in the Proposal attached hereto.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

Statement of Work (SOW)
Substation, Distribution Line & General Engineering Design
Services
for

Opelika Power Services

Mr. Derek Lee

Opelika, Alabama 36801
(334) 705-5570
dlee@opelika.net



June. 2, 2016

Submitted by
Mike Noori



Alpharetta Office: 1060 Windward Ridge Pkwy Suite 150 Alpharetta, GA 30005

Phone: (877) 619-3998 Toll Free
(770) 619-3999
Fax: (770) 619-3987
Cell: (404) 444-2505

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Overview

Custom Engineering Solutions (CEngS) can provide an array of Electrical, Civil, and structural engineering packages including complete project management services from design phase all the way to construction management, audits and inspections. Our services would include engineering design, planning and packages for your transmission, distribution, and electrical needs for commercial facilities including training, operational audits, studies and strategic initiatives. We can also manage and provide a complete electrical and physical packaging program which would support and provide you in all material procurements; steel design, steel fabrication, protection relay design & protection relay panel, grounding scheme and housing fabrication. Our knowledgeable staff can take care of your land, environmental permits, civil, construction activities, inspection, and testing.

Some of our objectives for this SOW may include the following tasks based on the RFP request:

- Professional Responsibility
- Contract Administration
- Contract Cost Budgeting
- Schedule Development
- Schedule Control
- Develop Project Charter
- Develop Preliminary Scope Statement
- Develop a Template of the Finish Reports
- Scope Planning
- Scope Definitions
- Scope Verification
- Scope Control
- Develop a Work Breakdown Structure
- Activity Definition
- Activity Sequencing
- Activity Resource development
- Activity Duration Development
- Material and Cost Estimation
- Material Cost Budgeting
- Construction Cost Estimations
- Quality Planning
- Quality Control
- Quality Assurance
- Communication Planning
- Risk Management Planning
- Qualitative Risk Analysis
- Quantitative Risk Analysis
- Project Team Development
- Project Team Management
- Information Distribution
- Performance Reporting
- Monitor Domain Skills & Knowledge
- Close Project
- Close Contract

Engineering Services

- Project Management Electrical Packages
- Project Management Civil Packages
- Project Management Structural Packages
- High Voltage Electrical Substation
- 115kV – 500kV Transmission Line Design
- Overhead & Underground Distribution Line Design
- Grounding & Foundation Design
- Short Circuit & Coordination Study
- Planning & Growth Study
- Arc Flash Hazard Study
- Harmonic & Power Factor Analysis
- Load Flow, Reliability and Stability Study
- Power Quality Study and Solutions
- Single and Three Line study
- AC & DC load Center
- Protective Panel Design
- Protective Panel Connection diagrams
- Protective Panel Elementary Diagrams
- Fault Investigation
- Design Built (electrical, Civil, Structural)
- Drawing Updates & Drafting Services
- Material Specifications & Procurement
- Spill Prevention, Control & Countermeasure
- Storm Water Studies (NPDES)

Field Services & Capabilities

- Complete Electrical Substation Testing
- Station Commissioning & Decommissioning
- Electrical Commissioning & Decommissioning
- Relay & Meter Calibration & Testing
- Circuit Breaker Service & Testing
- Control System Testing
- Routine & Preventative Testing
- Arc Flash Prevention, Mitigation & Training
- Arc Flash Hazard Analysis (NFPA 70B)
- Electrical Protective Equipment (EPE) Testing
- Transformer Testing
- Alarm Verification
- Earth, Ground, & Ground Fault Testing
- AC & DC Hipot Testing
- Electrical Safety (OSHA) Training
- Electrical Troubleshooting & repairs
- Relay Panels Retrofits & Upgrades
- Power system Condition Assessment
- Installation Assistance
- Wiring Verification
- Drawing Verification
- Field Survey & Staking
- Project & work Order Audits & Inspection

Project Understanding

“The City of Opelika, Alabama, d/b/a Opelika Power Service (“OPS”), requires multiple levels of Line and Substation design services. CEngS has determined the following service options for OPS’ consideration.”

I. Hourly Services

The Engineering package will include conducting and reviewing site survey, field survey, Design, and identify the materials for the project as needed.

CEngS will manage the engineering of the Transmission and Distribution line projects with services with the following as needed disciplines:

1. Survey scope and review site survey
2. Conduct field visits to determine existing facilities
3. Design of the project parameters
4. Identify Materials where applicable
5. Create Bid Package according to Opelika Power Services Specifications for Material and Construction where applicable.
6. Perform Material and Construction Bids according to Opelika Power Services Bid Specifications where applicable.
7. Performance inspection of materials and construction audits on site where applicable
8. Perform site testing and inspection of facilities
9. Administrative Responsibilities
10. Any third party contract administration requested by Opelika Power Services

Hourly Project Cost

Custom Engineering Solutions Hourly Rates as requested by Opelika Power Services, valid until March 1, 2019.

Project Manager, PMP	\$95 per Hour
Senior Electrical Engineer, PE	\$105 per Hour
Senior Civil Engineer, PE	\$105 per Hour
Senior Transmission Engineer	\$105 per Hour
Senior Electrical Engineer	\$95 per Hour
Senior Test Engineer	\$100 per Hour
Test Technician	\$75 per Hour
Wireman	\$69 per Hour
Engineer II (Electrical & Civil)	\$85 per Hour
Field Engineer Supervisor	\$69 per Hour
Field Engineer & ROD man	\$49 per Hour
Auto-CAD / Microstation Drafter	\$69 per Hour
Administrator and Data Entry	\$59 per Hour
Line Design Engineer & PLS CADD	\$95 per Hour
Direct Expenses (3 rd Party billing)	\$Invoice + 15%
Traveling & Office Expense including mileage & lodging	up to 15% of Total Billings

Progress Payment Schedule:

CEngS will invoice Opelika Power Services Maximum of one (1) time per month through life of the project based on its progress against particular project.

Terms and Conditions:

1. CEngS agrees to comply with all applicable federal, state and local requirements, either statutory or administrative, applicable to the performance of services under this SOW which are either now in effect or hereinafter enacted.
2. CEngS shall maintain the following insurance in at least the minimum amounts specified below:
 - (a) Workman's compensation and employer's liability insurance applying to CENGs' employees as required by the laws of the State of Alabama.
 - (b) Automobile, bodily injury and property damage liability insurance covering automobiles and vehicles owned or hired by CEngS with \$1,000,000 combined single limit (bodily injury and property damage). Such policy shall be applicable to vehicles used in pursuit of any activities associated with this SOW.
 - (c) Professional liability (errors and omissions) coverage in the amount of \$2,000,000 combined single limit. This policy shall cover damages, liabilities and costs incurred as a result of CEngS' professional errors and omissions or malpractice.
 - (d) General liability insurance coverage in the amount of \$1,000,000 each occurrence (bodily injury and property damage), \$2,000,000 aggregate limit (other than

- products and completed operations), \$2,000,000 products and completed operations aggregate and \$1,000,000 each occurrence personal injury.
3. The Scope of Work shall be performed by qualified and competent personnel under the direction and supervision of CEngS.
 4. CEngS, in performance of the SOW, is an independent contractor and not an agent or employee of OPS. CEngS shall not represent itself as an agent or employee of the City of Opelika or OPS and shall have no power to bind the City or OPS in contract or otherwise. CEngS has and shall retain the right to exercise and retain full control over the employment, direction, compensation and discharge of all persons assisting CEngS in the performance of the services rendered under this SOW. CEngS shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters.
 5. Except for the sole negligence or willful misconduct of the City of Opelika (the "City"), CEngS agrees to indemnify and hold harmless the City and any of its boards, elected officials, officers, agents, employees and assigns from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation (including all actual litigation cost incurred by the City, including but not limited to, cost of experts and consultants) damages or liability of any nature whatsoever for any death or injury to any person including CEngS' employees or agents, or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of the SOW by CEngS or its subcontractors. Rights and remedies available to the City are cumulative of those provided for elsewhere and those allowed under the laws of the United States, the State of Alabama and the City.

To the fullest extent permitted by law, when the services to be provided under this SOW are design professional services, CEngS shall indemnify, defend, protect and hold harmless the City and any of its boards, elected officials, officers, agents and employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities and losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, elected officials, officers, agents and/or employees that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CEngS or the acts or omissions of any officer, employee, agent or subcontractor, excepting only liability resulting from the negligence or willful misconduct of the City.

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

7. All documents, information and materials of any or every type prepared by CEngS pursuant to this SOW shall be the property of OPS (the City of Opelika). Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CEngS in performing work under this SOW, whether completed or in process. CEngS shall assume no responsibility for the unintended use by others of any documents, information or materials which are not related to the scope of services described in this SOW.
8. CEngS agrees to fully comply with the Immigration Reform and Control Act of 1986, as amended, by the Immigration Act of 1990 and the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, as amended. Under the performance of the SOW, CEngS agrees to participate in the E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. CEngS agrees that it will not violate federal immigration law and will not knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama.
9. CEngS shall perform the project management services set forth in the Statement of Work annexed hereto as Appendices and incorporated herein by this reference (the "SOW"). The SOW shall not be modified except by written agreement of the parties hereto. Anything herein to the contrary notwithstanding, if and to the extent Client requests CEngS to perform additional services not included in the SOW, absent a further written agreement between the parties. Client shall compensate CEngS for the performance of additional services based on written change order and in accordance with the provisions of Article II.
10. As compensation for the services performed under the SOW, Client shall pay CEngS fees in accordance with this agreement. In addition to the services provided under the SOW, Client shall reimburse CEngS for all cost incurred by CEngS for third-party products and services approved by the Client and procured by CEngS on Client's behalf. CEngS will submit to Client an invoice on the 15th or 30th of each month for engineering and/or project management services performed and expenses incurred during the previous period. Client shall pay CEngS the amount on each such invoice within thirty (30) days of receipt.
11. Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party, in which event Client's sole obligations shall be to compensate CEngS for work actually performed up to date of termination. In no event will any payment pursuant to this SOW exceed the compensation provided for in ARTICLE II. Furthermore, the obligation of any bid contract(s) expense(s) as well as any third-party bid contract(s) expense(s) will be the responsibility of the terminating party.

Schedule:

Work will commence within Two (2) weeks upon receipt of an approved purchase order or an executed copy of this document. The schedule may be impacted based on weather or other unforeseen circumstances or events.

Contract Signature:

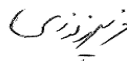
If you are in agreement with this proposal, please sign below and this document will serve as our contract for this project. Alternatively, you may send a Purchase Order or a Written Notice to proceed to serve as our contract.

City of Opelika

Mayor's
Signature _____

Date: _____

Custom Engineering Solutions, Inc.

FARIZ NOORI 

Mike Noori,
June 2, 2016

We appreciate the opportunity to submit this proposal to Opelika Power Services. If you have any questions regarding this proposal, please feel free to contact us at (770)619-3999.

Attachment: 06.02.16 - Opelika Eng (134-16 : Agreement, Engineering Services with CEngS - OPS)

RESOLUTION NO. 135-16

Agreement with Alabama Power, Line Crossing - OPS.

RESOLUTION NO. _____

**RESOLUTION APPROVING MASTER WIRE LINE CROSSING AGREEMENT AND
SUPPLEMENTAL CROSSING AGREEMENT BETWEEN THE CITY OF OPELIKA
AND ALABAMA POWER COMPANY**

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) d/b/a Opelika Power Services (hereinafter “OPS”) owns, operates and maintains an electrical distribution system; and

WHEREAS, Alabama Power Company and OPS each own or has rights to electric transmission and distribution lines, licenses, permits, easements and other utility rights-of-way, including the right to install their own electric and communication facilities and equipment (hereinafter collectively called “Plant”); and

WHEREAS, Alabama Power Company and OPS have heretofore constructed and may hereinafter elect to construct certain distribution and transmission power lines and communication lines and related facilities upon, across, over and under the Plant of the other at various locations, such crossing facilities hereinafter referred to as “Wire Line Crossings”; and

WHEREAS, Alabama Power Company and OPS deem it to be in their mutual interest to enter into agreements with respect to the construction, maintenance and use of such Wire Line Crossings; and

WHEREAS, a proposed Master Wire Line Crossing Agreement (the “Master Agreement”) to be entered into between the City and Alabama Power Company has been prepared and submitted to the City Council for approval; and

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

WHEREAS, a proposed Supplemental Crossing Agreement (the “Supplemental Agreement”) to be entered into between the City and Alabama Power has been prepared and submitted to the City Council for approval; and

WHEREAS, the Supplemental Agreement will allow OPS to construct a power line across an existing Alabama Power Company easement or right-of-way in order to serve the new farmer’s market located on 1st Avenue; and

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

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

1. That the proposed Master Agreement to be entered into between the City and Alabama Power Company, a copy of which is attached hereto as Exhibit “A”, is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with 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 Master Agreement.

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

3. That the proposed Supplemental Agreement to be entered into between the City

and Alabama Power Company, a copy of which is attached hereto as Exhibit “B”, 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 Supplemental Agreement.

4. That the Mayor is further authorized and directed to execute and deliver the said Supplemental Agreement in the name and on behalf of the City.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

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

ATTEST:

CITY CLERK

STATE OF ALABAMA

COUNTY OF LEE

**MASTER WIRE LINE CROSSINGS AGREEMENT
BETWEEN ALABAMA POWER COMPANY AND
THE CITY OF OPELIKA D/B/A OPELIKA POWER SERVICES**

THIS AGREEMENT, (the “Agreement”) made and entered into as of the ____ day of May, 2016, by and between Alabama Power Company, an Alabama corporation having an office and principal place of business in the City of Birmingham, Jefferson County, Alabama (hereinafter called “Alabama Power”), and The City of Opelika d/b/a Opelika Power Services, an Alabama municipal government, having an office and principal place of business in the City of Opelika, Lee County, Alabama (hereinafter called “OPS”).

WITNESSETH:

WHEREAS, Alabama Power and OPS each own or has rights to electric transmission and distribution line licenses, permits, easements, and other utility right of ways, including the right to install thereon electric and communication facilities and equipment, (hereinafter collectively called “Plant”) located in the State of Alabama; and

WHEREAS, Alabama Power and OPS have heretofore constructed and may elect hereafter to construct certain distribution and transmission power lines and communication lines and related facilities upon, across, over and under the Plant of the other at various locations, such crossing facilities hereinafter sometimes referred to as Wire Line Crossings; and

WHEREAS, the parties hereto deem it to their mutual interest to enter into this Agreement with respect to the construction, maintenance and use of such Wire Line Crossings as may heretofore have been and may hereafter be made by Alabama Power and OPS, except that this

Agreement shall not apply to existing crossings already covered by written crossing agreements; and

WHEREAS, herein the entity owning the right of way and pre-existing facilities is sometimes referred to as Owner and the entity constructing the new Wire Line Crossing is sometimes referred to as the Permittee.

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

1. Wire Line Crossings upon, across, over and under Plant heretofore or hereafter constructed by Alabama Power or OPS within the right-of-way of a public road, public alley, public highway, public street (even though included above within the technical definition of Plant) shall not be subject to any of the terms and conditions of this Agreement, provided, however, that with respect to such construction, Alabama Power and OPS hereby agree to notify each other of an intention to install or modify (as contrasted with renewal and reconstruction for wear) such facilities at least fifteen (15) working days prior to commencement of work by furnishing full details of the location and specifications for the proposed modification of new installation to the Engineering Department for OPS and for Alabama Power to the Division Manager of Transmission or Engineer responsible for the operation and maintenance of that portion of the Plant involved. The specifications therefor shall be in accordance with the minimum standards of the National Electrical Safety Code, as amended or supplemented. Where Alabama Power's or OPS's minimum requirements exceed those established by the National Electrical Safety Code, the requirements of the most strict specifications shall govern. At public way installations when either Alabama Power or OPS is constructing its facilities over, under or adjacent to the existing facilities of the other party, the then existing facilities shall have priority of protection from the interference

from the new facilities of the building entity and neither Alabama Power nor OPS shall with new facilities interfere with the construction or operation of such existing facilities of the other party. Except as stated in the preceding sentences, the provisions of this Agreement shall not affect the rights or duties of the parties, vis-à-vis one another, as to wire line installations in public roads, public alleys, public streets or public highways, as such right or duties may be determined by the laws of the State of Alabama.

2. Alabama Power and OPS hereby grant unto each other (insofar as each other's title enables it so to do, and without warranty) the right, license or privilege to install, construct, reconstruct, renew, maintain, and use (in accordance with the terms hereof) new Wire Line Crossings (together with necessary physical facilities appurtenant thereto, including aerial or buried wires) either above or below grade, across or under the Plant of each other (but not parallel with the Plant of each other) whenever it may be necessary or useful to construct such new Wire Line Crossings across the Plant of the opposite party; provided, that nothing in this Agreement contained shall be interpreted or construed to add to, subtract from or in any way whatsoever, affect the rights or duties of the parties with the respect to construction, maintenance or operation of each other's facilities or structures not included in a wire line crossing of Plant, or of each other's facilities located parallel or substantially parallel with the Plant of each other or upon or across property owned in fee by each other, or which is not an operating right-of-way.

3. In each instance, before making any such installation of the kind mentioned in Section 2 hereof, Permittee shall give Owner written notice at least fifteen (15) business days prior to beginning any such installation, such notice to contain full details of the location of and specifications for the same, which specifications shall be in accordance with all specifications herein, provided that in special instances such installations may be made on shorter notice and

changes permitted in the specifications, if agreed to in writing by the other party. Any and all work done pursuant to this Agreement shall be done at the sole cost and expense of Permittee. Permittee will install, maintain and use said Wire Line Crossings in such a manner and condition that said wire lines will not interfere with the safe and proper operation and maintenance of Owner's Plant or business conducted thereon, or endanger life or limb of persons on such Plant; and Permittee will, if requested by Owner, modify the plans or location of the crossing in such a manner as Owner may reasonably require in order to eliminate such interference or danger. In such new construction and maintenance, Permittee agrees to comply with (a) all specifications contained in the National Electrical Safety Code as the same may be modified from time to time, (b) agreements between the parties hereto including the provisions of Section 1 hereof, and (c) applicable rules and regulations prescribed by statute or by proper governmental authority. If in the future the construction, maintenance, use or control of said Plant by Owner shall make reasonably necessary any change in the grade, elevation, or construction of Permittee's Wire Line Crossing, Permittee will, at its expense, within thirty (30) days, upon written request from Owner, make such change in its wire lines located on, over, across or under Owner's Plant as may be necessary to meet the requirements of Owner for the purposes aforesaid, and Permittee shall thereafter maintain said wire lines hereunder in all other respects as herein provided.

4. Notice of entry on Plant of Owner for the purpose of installation, construction, maintenance, repair (whenever feasible), reconstruction, renewal or modification of Permittee's Wire Line Crossings and appurtenances thereto will be given verbally by OPS to Alabama Power's Transmission Lines Supervisor, or Engineer at least forty-eight (48) hours prior to such entry. Similarly, Alabama Power will give at least forty-eight (48) hours prior notice of entry to OPS's

Electrical Distribution Supervisor or Engineer. No notice shall be required before making emergency repairs.

5. If the wire line is to be placed below the surface, Permittee, at its sole cost and expense, shall excavate for, install, construct, maintain, protect and repair said wire line, placing the same a minimum of thirty-six (36) inches below the surface of the ground and shall leave all disturbed areas in a condition at least as good as prior to Permittee's work. Permittee is placed on notice that fiber optic, communications, control systems, and other type cables may be buried in the crossing area and Permittee agrees to comply with all applicable "One Call", "Call Before You Dig" and similar laws.

6. If any of Permittee's Wire Line Crossings cause degradation of signal, communications or other electronic facilities of Owner or endanger Owner's personnel or anyone else entitled to be about the Plant through inductive or electrostatic interference, or otherwise, Permittee, at the request of Owner, at Permittee's expense, will modify said Wire Line Crossing to the reasonable satisfaction of Owner so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, filters, reactances or any other corrective measures deemed actually necessary. If Permittee fails to take such corrective measures in a timely manner, or an emergency situation is presented which in Owner's considered judgment is of such immediacy to preclude a request by Owner to Permittee to take corrective measure, after such notice as is practicable under the circumstances, Owner may undertake such corrective measures as it deems necessary, but at Permittee's expense, which expense Permittee agrees to pay to Owner promptly upon presentation of an itemized bill rendered therefor.

7. If Permittee shall default in the performance of any of the covenants herein contained, or if any wire line of Permittee shall by reason of improper maintenance or otherwise become a source of danger to, or be likely to interfere with, the Owner's operation of Plant, and Permittee shall not remedy such default, interference, or dangerous or improper condition within thirty (30) days after written request by Owner so to do, Owner may, at its option (a) after forty-eight (48) hours notice to Permittee of its intention, forthwith remedy such default, interference, or dangerous or improper condition at the expense of Permittee, which expense Permittee agrees to pay to Owner promptly upon presentation of an itemized bill rendered therefor, or (b) declare the right herein granted as to any such crossing (in respect of which there shall have been default, interference, or dangerous or improper conditions), to be forfeited, whereupon Permittee shall, at the expense of Permittee, upon written notification by Owner so to do, remove such crossing from Plant and restore said Plant at such point to the condition existing prior to the construction of such crossing. If Permittee shall default in such removal and restoration Owner may remove the same at the expense of Permittee. Notwithstanding the foregoing, in the event of any emergency necessitating, in the judgment of the Owner, immediate repairs to such Wire Line Crossing, Permittee shall do and perform the requisite work forthwith upon the request of Owner and if Permittee shall fail to do so, Owner may perform such work at the expense of Permittee. In any instance where Owner is permitted by the terms of this Section 7 to perform work to have been performed by Permittee and shall perform such work, Permittee shall promptly upon presentation of an itemized bill rendered therefore reimburse Owner for the expense thereof.

8. Permittee shall indemnify and save harmless Owner, its respective successors and assigns from and against any and all liability, loss, cost, damage and expense which Owner may suffer, sustain or incur on account of the death of or injury to any persons or the destruction of or

damage to any property caused by, resulting from, arising out of, or in any manner connected with, the construction, location, maintenance, operation, renewal, relocation, alteration, use, or removal of Permittee's Wire Line Crossings installed hereunder except when resulting solely from the negligence or wanton or intentional misconduct of Owner, its employees, agents or contractors. In addition, Permittee hereby releases Owner from any and all liability for loss of damage to its Wire Line Crossing facilities, as well as the immediate adjacent structures on either side of the Plant of Owner which support Permittee's Wire Line Crossing, caused by, resulting from, arising out of, or in any manner connected with, the operations of Owner, its employees, agents or contractors, unless caused by the sole negligence or wanton or intentional misconduct of Owner.

9. Permittee agrees to prepare a request for each proposed crossing for consideration of the Owner. Each request shall state definitely the point at which the crossing is intended to be made, and the type crossing proposed, with a detailed specification drawing which includes, but is not limited to a plan, profile, location sketch and legend. If requested by the Owner, Permittee will modify the crossing facilities and its location, and all drawings and data relating thereto, as the Owner may reasonably require. When the request and drawings are approved by Owner, a supplement to the Agreement, sequentially numbered, will be prepared and executed by an authorized representative of each party. Upon completion of the supplemental document, it will be attached to this Agreement and become a part hereof with respect to each respective crossing represented.

10. Permittee will not construct or cause to be constructed for any other person any Wire Line Crossing of Owner's Plant to be thereafter maintained by any such other person and not by Permittee, unless and until such other person shall, prior to the construction of such line, have made satisfactory written agreement with Owner with respect to such crossing. Should any such

crossing be installed by Permittee in advance of such satisfactory written agreement, it shall be deemed to be a crossing of Permittee for which Permittee shall assume full responsibility hereunder in like manner as if such crossing had been owned by Permittee, until such written agreement as aforementioned shall have been executed by Owner and the owner of such wire line.

11. It is agreed that the terms, provisions and conditions of this Agreement shall be and hereby are made applicable to all Wire Line Crossings which may be or otherwise become property of Permittee at any time during the continuance of this Agreement, if such crossings are not already covered by written agreements; and Permittee will, upon acquisition of such other or additional lines, give written notice thereof to Owner with full information thereto as specified in Paragraph 9 hereof.

12. If at any time Permittee shall abandon the use of any crossing constructed hereunder, or any crossing hereafter purchased or otherwise acquired by Permittee, which is subject to this Agreement, such crossing shall promptly be removed from Plant by and at the expense of Permittee. Further, Permittee shall promptly notify Owner of any such removal.

13. The right of the Permittee to construct new crossings pursuant to the terms of this Agreement may be terminated by mutual agreement of both parties hereto, or this Agreement may be terminated by either party hereto giving the other party one hundred twenty (120) days notice, in writing, of its intention to terminate the same, and on and after the termination of this Agreement, no additional new crossings (as contrasted with modifications and maintenance of then existing wire line crossings) shall be erected or constructed by Permittee under the terms of this Agreement provided, however, that the crossings which shall have been constructed or acquired prior to the date of such termination shall be thereafter maintained, operated and modified by Permittee in accordance with, and continue to be subject to, all the conditions and stipulations of

this Agreement, except insofar as the parties may agree in writing to amend, supersede, or cancel this Agreement.

14. Written notices, communications and deliveries between Alabama Power and OPS with reference to this Agreement shall be sufficiently made on the date of mailing if sent by Registered or Certified mail to the respective address, of the other party, or date of receipt by the other party if transmitted otherwise to the respective address. The respective addresses, subject to change upon written notice, are as follows:

Opelika Power Services

Attn: Director
600 Fox Run Parkway
P.O. Box 2168
Opelika, AL 36804
205/_____

Alabama Power Company

Crossings Section Director — Corporate Real Estate Dept
P.O. Box 2641
Birmingham, AL 35291-0980
205/257-4643

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto as well as upon the parties themselves; except that neither this Agreement nor the rights granted with respect to any crossing hereunder may be assigned by Permittee without the written consent of Owner; provided, however, that nothing contained herein shall prevent the assignment, transfer or pledge by Permittee in whole or in part of the rights granted hereunder to any mortgagee of a substantial part of the properties of Permittee or to any party acquiring the electric power line of which any Wire Line Crossings are a part.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers to be effective as of the date first written above.

WITNESS OR ATTEST:

**The City of Opelika
d/b/a Opelika Power Services**

By: _____
Its: Mayor

WITNESS OR ATTEST:

Alabama Power Company

By: _____
Jerry D. Roberson

Its: Team Leader

STATE OF ALABAMA)

COUNTY OF LEE)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as the Mayor of the City of Opelika, an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ____ day of May, 2016.

[SEAL]

Notary Public State at Large

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, _____, a Notary Public in and for said County in said State, hereby certify that Jerry D. Roberson, whose name as Team Leader, Corporate Real Estate of **Alabama Power Company**, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ____ day of May, 2016.

[SEAL]

Notary Public State at Large

My Commission Expires: _____

STATE OF ALABAMA	)	¼ ¼ Sec.	NW ¼ of the SE ¼
		S, T & R	S 14, T 19 N, R 26 E
COUNTY OF LEE	)	County	Lee
		Project	Farmers Market
		Supp. No.	1
		Line	Pepperell Mills 46kV
		Parcel No.	431010

SUPPLEMENTAL CROSSING AGREEMENT

This Supplemental to Master Wire Line Crossings Agreement (“Supplemental Agreement”) is entered into as of _____, 2016, by and between Alabama Power Company, an Alabama corporation (“APCo”), and The City of Opelika d/b/a Opelika Power Services, an Alabama municipal government (“Grantee”).

WHEREAS, APCo and Grantee are parties to that certain Master Wire Line Crossings Agreement dated as of _____ (the “Crossing Agreement”) pursuant to which APCo agreed to grant and consent to Grantee the right to cross certain of APCo’s easements in the State of Alabama to the extent and as provided therein; and

WHEREAS, pursuant to the Crossing Agreement, Grantee has submitted to APCo a request for a Crossing, and subject to the terms of the Crossing Agreement, as supplemented hereby, APCo has agreed to such Crossing.

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties in the Crossing Agreement as supplemented hereby, APCo and Grantee agree as follows:

1. APCo, to the extent it has any right or title to make such grant, hereby grants to Grantee, its successors and assigns, subject to the terms, conditions and reservations contained in the Crossing Agreement, the right to construct, operate, maintain, repair, replace and remove Grantee’s Facilities described on Exhibit A attached hereto and incorporated herein under, through and across APCo’s Easement in the location and manner described in or depicted on said Exhibit A.
2. APCo and Grantee agree that Grantee’s construction, operation, maintenance, replacement and removal of Grantee’s Facilities described herein shall be subject to all of the terms and conditions of the Crossing Agreement and that the area utilized by Grantee in connection therewith shall constitute a Crossing Area.
3. Any term used but not defined herein shall have the meaning given for such term in the Crossing Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed effective as of the date first above written.

WITNESS OR ATTEST:

Alabama Power Company

By: _____
Jerry D. Roberson

Its: Team Leader

WITNESS OR ATTEST:

**The City of Opelika
d/b/a Opelika Power Services**

By: _____
Its: Mayor

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, _____, a Notary Public in and for said County in said State, hereby certify that Jerry D. Roberson, whose name as Team Leader — Corporate Real Estate of **Alabama Power Company**, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of May, 2016.

[SEAL]

Notary Public State at Large

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF LEE)

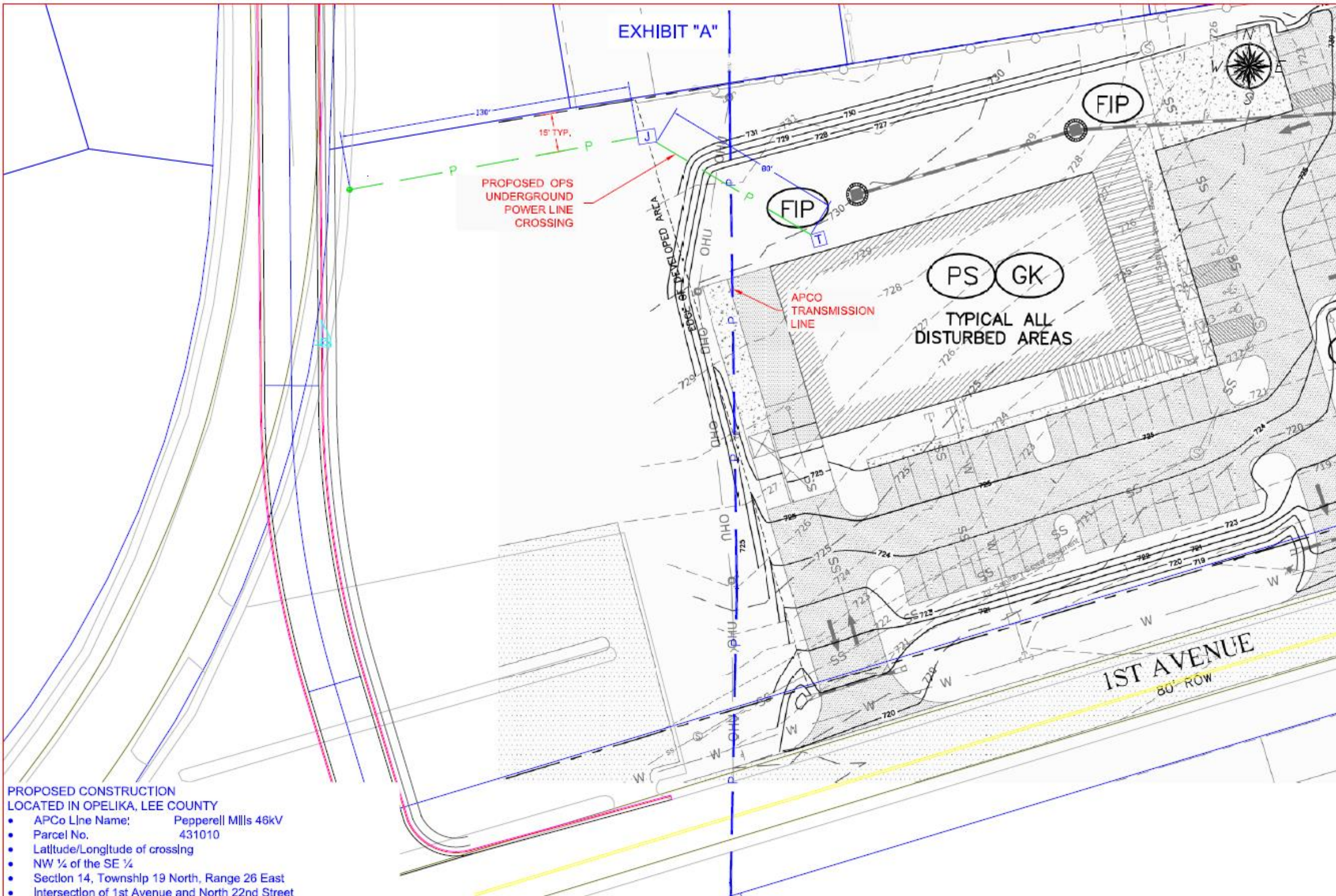
I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as the Mayor of the City of Opelika, an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of May, 2016.

[SEAL]

Notary Public State at Large

My Commission Expires: _____



PROPOSED CONSTRUCTION
LOCATED IN OPELIKA, LEE COUNTY

- APCo Line Name: Pepperell Mills 46kV
- Parcel No. 431010
- Latitude/Longitude of crossing
- NW ¼ of the SE ¼
- Section 14, Township 19 North, Range 26 East
- Intersection of 1st Avenue and North 22nd Street



P.O. Box 2168
800 Fox Run Pkwy
Opelika, AL 36833-2168
Phone: (334) 705-5570
Fax: (334) 705-5148

FARMERS MARKET 1ST AVE

Opelika Power Services
CITY OF OPELIKA, LEE COUNTY, AL

Single Line Diagram

SHEET	PROJECT	REVISIONS		DATE	BY
		NO.	DESCRIPTION		
S - 1	DESIGNED: JAMES				
	CHECKED: JAMES				
	DATE: 08/01/2018				
	DESIGNED BY: JAMES				
	CHECKED BY: JAMES				

RESOLUTION NO. 136-16

Expense Report for Eddie Smith

RESOLUTION NO. _____

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

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

Employee	Department	\$ Amount
-----	-----	
Eddie Smith	City Council	512.20

-) 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(s).
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.
- 5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.
- 6) That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED and APPROVED this the ____ day of _____, 2016.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

PERIOD ENDING

NAME

Name

Eddie Smith

DEPARTMENT

Department

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED												
THU												
FRI	ATL, GA		512.20									512.20
SAT												
WEEKLY CATEGORY TOTALS \$												

WEEKLY TOTAL EXPENSES ↑

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

Agree To P.O. _____
 Exts Verified _____
 Footing Verified _____
 Inv. Price Bio Price _____
 Ok To Pay _____
 A/C # Verified _____

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

Flight to Los Angeles, CA

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
5/27/16	Delta	512.20

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

ORDINANCE NO. 115-16-ORD

Sale 3 Lots on Geneva / Old Twin City Building - 2Nd Reading.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CONVEYANCE OF
REAL PROPERTY TO DR. STEWART ROBERTS**

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 ONE

Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, and run thence North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 100.4 feet to the point of beginning of the lot here to be described; from said point of beginning, continue North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 114.5 feet to a point now marked by an iron pin; run thence North 88 degrees 00 minutes East, 112.7 feet; thence North 71 degrees 53 minutes East, 33.3 feet; thence North 90 degrees 00 minutes East, 248.8 feet; thence South 3 degrees 32 minutes West, 76.0 feet; thence South 88 degrees 27 minutes West, 229.0 feet; thence South 80 degrees 14 minutes West, 131.0 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto appertaining.

Being Lot No. 1 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor, which survey was attached to the deed dated November 19, 1949, from C. G. Littleton, Sr., and W.L. Littleton to Dista-Cast, Inc., a corporation, which deed is recorded in Deed Book 323, at Page 137, in the Office of the Judge of Probate of Lee County, Alabama.

This being the same property conveyed to the Grantor herein under that certain Warranty Deed dated August 18, 1994, and recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Volume 1151 at Page 452, et. sec., and conveyed to Juanita R. Blackwell under that certain warranty deed from Jane Lu E. Hughey and R.L. Hughey, Jr., dated July 6, 1983, and recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Volume 115 at Page 452, et. seq.

PARCEL TWO

Lot No. 2 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor attached to and made a part of deed from C. G. Littleton, Sr., to the grantors herein dated January 23, 1950, recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 331 at Page 375 et seq., said property being more particularly described as follows: From the intersection of the easterly margin of Geneva Street with the northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, run north 17 degrees 32' west along the easterly margin of Geneva Street 76.4 feet to the point of beginning of the property here to be described and conveyed: From said point of beginning run north 74 degrees 24' east 106.1 feet; thence run north 3 degrees 42' west 28.5 feet; thence run south 80 degrees 14' west 113.0 feet to the easterly margin of Geneva Street; thence run South 17 degrees 32' east along the easterly margin of Geneva Street 24 feet to the point of beginning.

This being the same property conveyed to the Grantor herein under that certain Warranty Deed dated March 28, 1985, and recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Volume 1202 at Page 535, et. sec.

PARCEL THREE

A part of Lot 9, Block 226, of Totten's Official Map of the City of Opelika which is more particularly described as follows: Commence at the intersection of the Easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, said point of intersection being the beginning point of the lot here to be described and conveyed: From said point of beginning run thence North 17 degrees 32 minutes West along the Easterly margin of Geneva Street, 76.4 feet; run thence North 74 degrees 24 minutes East, 106.1 feet; thence run South 3 degrees 42 minutes East, 105.3 feet to the

Northerly margin of Stowe Street; thence North 87 degrees 37 minutes West, along the Northerly margin of Stowe Street, 86.1 feet to the point of beginning; together with all improvements thereon; being Lot No. 3 as shown on plat of survey signed by V.B. Watwood, Engineer and Surveyor.

This being the same property conveyed to the Grantor herein under that certain Warranty Deed dated March 6, 1986, and recorded in the Office of the Judge of Probate of Lee County, Alabama in Deed Volume 1227 at Page 741, et. sec.

Also the perpetual right to the unobstructed use for the purpose of ingress and egress in common with the owners from time to time of Lot Nos. 1, 2 and 3 as shown by the above-mentioned survey, in and over an alley way, particularly described as follows, to-wit: Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, and run thence South 87 degrees 37' East along the northerly margin of Geneva Street with the Northerly margin of Stowe Street 86.1 feet to the point of beginning of the alley here to be described; from said point of beginning run thence North 3 degrees 42' West 133.8 feet; thence North 80 degrees 14' East, 18 feet; thence South 3 degrees 49' East 140.0 feet to the northerly margin of Stowe Street; thence North 87 degrees 37' West, 18 feet to the point of beginning; being a strip of land 18 feet in width running from Stowe Street to Lot No. 1 as shown on the above-mentioned survey; the rights of ingress and egress in said alley to be held and owned in common with the owners from time to time of the lots and designated as Lots No. 1, 2 and 3 on the above-mentioned survey, the expenses of maintenance of said alley way hereafter to be borne in three equal parts by the owners from time to time of the three lots designated on the above-mentioned survey as Lot Nos. 1, 2 and 3.

The above-described parcels of land are further described as Tax Parcels 43-10-04-18-1-001-101.000.

Being the identical property conveyed by warranty deed dated April 19, 1995 from Twin City Wholesale, Inc., to the City of Opelika, of record in Deed Book 1941 at Page 52 in the Office of the Judge of Probate of Lee County, Alabama.

Section 2. The City of Opelika having received an offer from Dr. Stewart Roberts to purchase the real property described in Section 1, above, it is hereby declared to be in the best

interest of the public and the City of Opelika to sell said real property to Dr. Stewart Roberts in the consideration of the sum of One Hundred Thousand Dollars (\$100,000).

Section 3. The Mayor is hereby authorized and directed to execute for and in the name and on behalf of the City, a sales contract, between the City of Opelika and Dr. Stewart Roberts and the City Clerk is hereby authorized and directed to affix the seal of the City to said contract and to attest the same. Said contract shall be substantially in the form attached as Exhibit "A" to this Ordinance, which form is hereby adopted in all respects as if set out in full in this ordinance, with such changes as may be approved by the Mayor.

Section 4. The Mayor and the City Clerk be, and they are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, Alabama, a warranty deed, a copy of which is on file in the Office of the City Clerk, whereby the City of Opelika does convey the premises described in Section 1 hereof to Dr. Stewart Roberts for and in consideration of the sum of \$100,000.00, such purchase price to be satisfied as specified in the attached contract.

Section 5. This ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 6. 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 _____, 2016.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA)
 : **REAL ESTATE SALES AGREEMENT**
COUNTY OF LEE)

THIS AGREEMENT made and entered into this the _____ day of _____, 2016 by and between the City of Opelika, Alabama, a municipal corporation (hereinafter referred to as “Seller”), and Dr. Stewart Roberts, (hereinafter collectively 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 real property located at the intersection of Geneva Street and Stowe Avenue in the City of Opelika, Alabama (hereinafter called “PROPERTY”), described as follows:

PARCEL ONE

Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, and run thence North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 100.4 feet to the point of beginning of the lot here to be described; from said point of beginning, continue North 17 degrees 32 minutes West, along the Easterly margin of Geneva Street, 114.5 feet to a point now marked by an iron pin; run thence North 88 degrees 00 minutes East, 112.7 feet; thence North 71 degrees 53 minutes East, 33.3 feet; thence North 90 degrees 00 minutes East, 248.8 feet; thence South 3 degrees 32 minutes West, 76.0 feet; thence South 88 degrees 27 minutes West, 229.0 feet; thence South 80 degrees 14 minutes West, 131.0 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto appertaining.

Being Lot No. 1 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor, which survey was attached to the deed dated November 19, 1949, from C. G. Littleton, Sr., and W.L. Littleton to Dista-Cast, Inc., a corporation, which deed is recorded in Deed Book 323, at Page 137, in the Office of the Judge of Probate of Lee County, Alabama.

This being the same property conveyed to the Grantor herein under that certain Warranty Deed dated August 18, 1994, and recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Volume 1151 at Page 452, et. sec., and conveyed to Juanita R. Blackwell under that certain warranty deed from Jane Lu E. Hughey and R.L. Hughey, Jr., dated July 6, 1983, and recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Volume 115 at Page 452, et. seq.

PARCEL TWO

Lot No. 2 as shown by plat of survey dated November 12, 1949, signed by V.B. Watwood, Engineer and Surveyor attached to and made a part of deed from C. G. Littleton, Sr., to the grantors herein dated January 23, 1950, recorded in the Office

Attachment: Agreement, sale city property, 3 lots on Geneva, old Twin City property, 5-13-16 (115-16-ORD : Sale 3 Lots on Geneva / Old Twin City Building - 2Nd Reading.)

of the Judge of Probate of Lee County, Alabama, in Deed Book 331 at Page 375 et seq., said property being more particularly described as follows: From the intersection of the easterly margin of Geneva Street with the northerly margin of Stowe Street, in the City of Opelika, Lee County, Alabama, run north 17 degrees 32' west along the easterly margin of Geneva Street 76.4 feet to the point of beginning of the property here to be described and conveyed: From said point of beginning run north 74 degrees 24' east 106.1 feet; thence run north 3 degrees 42' west 28.5 feet; thence run south 80 degrees 14' west 113.0 feet to the easterly margin of Geneva Street; thence run South 17 degrees 32' east along the easterly margin of Geneva Street 24 feet to the point of beginning.

This being the same property conveyed to the Grantor herein under that certain Warranty Deed dated March 28, 1985, and recorded in the Office of the Judge of Probate of Lee County, Alabama, in Deed Volume 1202 at Page 535, et. sec.

PARCEL THREE

A part of Lot 9, Block 226, of Totten's Official Map of the City of Opelika which is more particularly described as follows: Commence at the intersection of the Easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, said point of intersection being the beginning point of the lot here to be described and conveyed: From said point of beginning run thence North 17 degrees 32 minutes West along the Easterly margin of Geneva Street, 76.4 feet; run thence North 74 degrees 24 minutes East, 106.1 feet; thence run South 3 degrees 42 minutes East, 105.3 feet to the Northerly margin of Stowe Street; thence North 87 degrees 37 minutes West, along the Northerly margin of Stowe Street, 86.1 feet to the point of beginning; together with all improvements thereon; being Lot No. 3 as shown on plat of survey signed by V.B. Watwood, Engineer and Surveyor.

This being the same property conveyed to the Grantor herein under that certain Warranty Deed dated March 6, 1986, and recorded in the Office of the Judge of Probate of Lee County, Alabama in Deed Volume 1227 at Page 741, et. sec.

Also the perpetual right to the unobstructed use for the purpose of ingress and egress in common with the owners from time to time of Lot Nos. 1, 2 and 3 as shown by the above-mentioned survey, in and over an alley way, particularly described as follows, to-wit: Commencing at the intersection of the easterly margin of Geneva Street with the Northerly margin of Stowe Street in the City of Opelika, Lee County, Alabama, and run thence South 87 degrees 37' East along the northerly margin of Geneva Street with the Northerly margin of Stowe Street 86.1 feet to the point of beginning of the alley here to be described; from said point of beginning run thence North 3 degrees 42' West 133.8 feet; thence North 80 degrees 14' East, 18 feet; thence South 3 degrees 49' East 140.0 feet to the northerly margin of Stowe Street; thence North 87 degrees 37' West, 18 feet to the point of beginning; being a strip of land 18 feet in width running from Stowe Street to Lot No. 1 as shown on the above-mentioned survey; the rights of ingress and egress in said alley to be held and owned in common with the owners from time to time of the lots and designated as Lots No. 1, 2 and 3 on the above-mentioned survey, the expenses of maintenance of said alley way hereafter to be borne in three equal parts by the owners from time to time of the three lots designated on the above-mentioned survey as Lot Nos. 1, 2 and 3.

The above property is further described as Tax Parcel # 43-.

2. **PURCHASE PRICE:** The purchase price for the PROPERTY shall be \$100,000.00, 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 City Hall, 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 date hereof. 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 only to:

- (a) All easements, restrictions and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama.
- (b) All zoning ordinances and subdivision regulations 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. **RISK OF LOSS:** Seller shall bear the risk of all loss or damage to the premises from all causes until the closing date. If, prior to the closing date, all or part of the premises are damaged by fire or some other cause of whatsoever nature, Seller shall promptly give Purchaser written notice of such damage. After notice of such damage, Purchaser shall have the option to require Seller (1) to convey the premises, on the closing date, in its damaged condition, or (2) Purchaser may, at his option, terminate the contract by written notice to the Seller.

5. **POSSESSION:** Seller shall deliver to Purchaser possession of the property at closing.

6. **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.

7. **LEGAL FEES:** Each party agrees to pay their own legal fees for closing this transaction.

8. **SURVIVAL OF TERMS:** The Seller's covenants and representations shall survive the closing and shall not be merged in the deed delivered by Seller.

10. **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.

11. **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.

12. **TIME OF ESSENCE:** Time is of the essence of this Contract.

13. **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.

CITY OF OPELIKA, ALABAMA.

By: _____
ITS MAYOR

ATTEST:

CITY CLERK

DR. STEWART ROBERTS