



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
July 18, 2017
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
 1. Ja'Corey Ferrell, Cortavious Stovall, Ethan Hill, Harrison Hill, Dylan McKenzie and Braedyn Williams with Scout Pack 858.
5. READING OF MINUTES
 1. Minutes for the 7-05-17 City Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. City June 2017 financial statements.
 2. June 2017 Building Permit Report
 3. Nominate Leigh Whatley for re-appointment to the Historic Preservation Commission.
 4. Nominate Charlie Ray for appointment to the Historic Preservation Commission.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request by Main Street for a temporary street closure on August 2, 2017.
 2. Request by Chief McEachern for a temporary street closure for NNO on August 1, 2017.
 3. Public Hearing, Amend Zoning Ord & Map: 1500 Block Spring Drive, R-3, GC to C-3, GC
12. AWARDING OF BIDS
 1. Protective Clothing-FD
13. RESOLUTIONS
 1. Designate City Personal Property as Surplus & Authorize Disposal
 2. Professional Services Contract A.U. -OPD

3. Designate AmeriFirst Bank as a depository for the City.
 4. Special appropriation, outdoor movies Ward 1.
 5. Access Agreement for Units Along Gateway Drive to Signal
 6. ROW Agreement for Sportsplex ROW from Inwoo Paek
14. ORDINANCES
1. Amend Zoning Ord & Map: 1500 Block Spring Drive, R-3, GC to C-3, GC - 1st Reading.
 2. Amend City Code, Section 17-3, Establishing Time & Place of Holding Municipal Court - 1st Reading.
 3. Public Improvement Ordinance / Sutton Way SD - 1st Reading.
 4. City investment options, CDARS program - 1st Reading.
15. APPOINTMENTS
1. Re-appoint Leigh Whatley to the Historic Preservation Commission. Term ends 8-19-20.
 2. Appoint Charlie Ray to the Historic Preservation Commission. Term ends 8-19-20.
16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 2348)

Meeting: 07/18/17 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2348

Minutes for the 7-05-17 City Council Meeting.



OPELIKA CITY COUNCIL

“ REGULAR MEETING MINUTES “

204 South 7th Street

July 5, 2017

TIME: 7:00 PM

1. Call to Order

Ms. Jones called the council meeting to order asking Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll and all council members were present except for President Smith who was out of town.

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

3. Invocation

The Reverend Tom Tippet gave the invocation.

1. Reverend Tom Tippet will provide the invocation.

4. Pledge of Allegiance

The Pledge of Allegiance was lead by two Cub Scouts and one Boy Scout from Pack/Troop 858 and two young ladies from West Forest School. The Scouts were Ben Bell, Dylan McKenzie and Attitcus O'Banner and the two young ladies were Memshalyah Weaver and Alana Spinks.

1. Ben Bell and Dylan McKenzie with Pack 858.
2. Memshalyah Weaver and Alana Spinks, 4th graders at West Forest School.

5. Reading of Minutes

1. Minutes from the 6-20-17 City Council Meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon

ABSENT: Eddie Smith

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller presented a resolution supporting the State of Alabama 200th Bicentennial Celebration to several members of the Lee County Bicentennial Celebration Committee.

1. Presentation of the Bicentennial Celebration Resolution.

8. Citizen Communications

(Limit comments to five minutes or less)

Betty Stallings stated she has concerns about the City's street resurfacing procedures and the inspection process. The Old Columbus Road was recently repaved and the entrance to my Mom's driveway at 2820 Old Columbus Road is not acceptable. It is like a speed bump and we have three vehicles that cannot enter or exit the driveway without problems. I talked to the City's

Engineering department prior to the final inspection yet nothing has been done to fix the speed bump problem. It appears the City is not concerned about the details and making sure the job is done satisfactorily. Ms. Jones asked Mayor Fuller to investigate this situation and follow up with Mrs. Stallings.

Connie McFarland stated she was here on behalf of our Home Owners Association (HOA) group. At a previous council meeting, we shared our concerns about the proposed development of 45 homes in the Veterans Parkway/Academy Drive area and have not received any answers. These additional homes will not be part of our HOA and should have a separate entrance and exit so traffic does not increase in our current sub-division. We had also asked for a traffic light at Veterans Parkway and Academy Dr. and have not been told where we stand on this request. We would like some feed back from the City so we know where we stand on these issues. Ms. Jones asked Mayor Fuller to investigate this situation and follow up with Mrs. McFarland.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request from Main Street for Temporary Street Closures on Various Dates.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon

ABSENT: Eddie Smith

2. Request from Greater Peace Baptist Church for a Walk on 9-30-17.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon

ABSENT: Eddie Smith

3. Request for Temporary Closure of 9Th Street Between Avenue A and B.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon

ABSENT: Eddie Smith

4. Public Hearing - Vacate Right-Of-Way - Portion of 22Nd Street

Matt Mosley, City Planning Director, provided a summary of this proposed vacating of a portion of 22nd Street. Ms. Jones opened the public hearing asking if there was anyone present that would like to speak for or against said vacating. No one came forward to speak. Ms. Jones closed this public hearing.

12. Awarding of Bids

1. Bids 136-17 Misc Sidewalk Improvements, City-Wide-PW

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

13. Resolutions

1. Resolution 137-17 Expense Reports from Various Departments.

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

2. Resolution 138-17 Designate City Personal Property as Surplus & Authorize Disposal

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

3. Resolution 139-17 Refund Profundity Investments LLC. Overpayment Weed Lien

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

4. Resolution 140-17 Refund Request for R.K. Allen Oil Company Overpayment of Gas Tax

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

5. Resolution 141-17 Vacate Right-Of-Way - Portion of 22Nd Street

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

6. Resolution 142-17 Special Appropriation to P/R for Dixie Boys All-Star Team.

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

7. Resolution 143-17 Alabama 200Th Bicentennial Celebration.

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

8. Resolution 144-17 Civic Plus Inc and Master Services Agreement

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

9. Resolution 145-17 Agreement ALDOT, TAP Grant, Pedestrian Improvements on Geneva St.

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

14. Ordinances

There was no ordinances.

15. Appointments

There was no appointments.

16. Adjourn

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

/S/

 President of the City Council
 City of Opelika, Alabama

ATTEST:

/s/

R. G. "Bob" Shuman

City Clerk - Treasurer

1. Motion to Adjourn.

This council meeting ended at 7:35 PM.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon

ABSENT: Eddie Smith



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/18/17 07:00 PM
Department: City Clerk
Category: City Financial Statements
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

MAYOR'S REMARKS (ID # 2354)

DOC ID: 2354

City June 2017 financial statements.

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
As of 6/30/2017
Thousands of Dollars

	Governmental Fund Types				Proprietary Funds		Account Groups			
	General	Special Revenue Funds	Debt Service Funds	*Capital Projects Funds	Internal Service Funds	Enterprise Funds	Trust and Agency Funds Total	General Fixed Assets	General Long Term Debt	Memo Total
Cash	59,660	1,060	36	9,504	905	25,506	-	-	-	96,611
Receivables:	-	-	-	-	-	-	-	-	-	-
Taxes	8,360	6,200	-	-	-	-	-	-	-	14,560
Accounts and unbilled service	(193)	69	-	1,473	19	4,451	-	-	-	5,819
Assessments	50	-	-	-	-	-	-	-	-	50
Accrued interest	22	-	-	9	-	2	-	-	-	33
Due from other funds	(6,409)	1	-	-	(1,624)	(2,705)	-	-	-	(10,737)
Due from other governments	15	1,202	-	-	-	359	-	-	-	1,576
Inventory of supplies, at cost	42	-	-	-	-	2,571	-	-	-	2,655
Prepaid expenses	-	-	-	-	-	144	-	-	-	144
Restricted assets:	-	-	-	-	-	-	-	-	-	-
Investments at cost or amortized cost	-	-	708	6,917	-	2,993	1,043	-	-	11,661
Accrued interest receivable	-	-	-	0	-	-	2	-	-	2
Due from other funds	-	-	-	-	-	-	2	-	-	2
Unamortized bond and issue costs	-	-	-	-	-	1,331	-	-	-	1,331
Land	-	-	-	-	-	2,471	-	10,023	-	12,494
Buildings and utility systems	-	-	-	-	-	133,999	-	42,627	-	176,626
Improvements other than bldgs & systems	-	-	-	-	-	18	-	5,408	-	5,426
Equipment	-	-	-	-	-	11,139	-	105,956	-	117,095
Construction in progress	-	-	-	-	-	6,878	-	4,373	-	11,251
Accumulated depreciation	-	-	-	-	-	(66,352)	-	(54,011)	-	(120,363)
Other Assets	-	-	-	-	-	602	-	-	-	602
Amount to be provided for retirement of general long term debt	-	-	-	-	-	-	-	-	92,087	92,087
Total assets	61,546	8,531	744	17,904	(700)	123,407	1,046	114,377	92,087	418,961
Liabilities										
Accounts payable	(897)	-	-	-	(363)	(1,117)	-	-	-	(2,377)
Retainage payable	-	-	-	-	-	-	-	-	-	-
Current portion of bonds and notes payable	(482)	-	-	-	-	-	-	-	-	(482)
Accrued payroll and benefits	(620)	12	-	-	-	20	-	-	-	(588)
Payable from restricted assets:	-	-	-	-	-	-	-	-	-	-
Current portion of bonds payable	-	-	-	-	-	(610)	-	-	-	(610)
Interest payable	-	-	-	-	-	(587)	-	-	-	(587)
Due to other funds	5,311	(191)	-	(393)	1,444	4,384	(1)	-	-	10,554
Due to other governments	(1)	236	-	-	-	-	-	-	-	235
Deferred revenue	(3,392)	(7,229)	-	(1,430)	(262)	(376)	-	-	-	(12,689)
Customer deposits	-	-	-	-	-	(3,006)	-	-	-	(3,006)
Accrued employee benefits	-	-	-	-	-	(8,314)	-	-	-	(8,314)
Matured bonds and interest payable	-	-	-	-	-	-	-	-	-	-
Liability for unpaid claims, long term	-	-	-	-	(148)	-	-	-	-	(148)
General obligation debt payable	-	-	-	-	-	-	-	-	-	-
Bonds, warrants and notes payable, net of current portion	-	-	-	-	-	(47,925)	-	-	(92,087)	(140,012)
Total liabilities	(80)	(7,173)	-	(1,823)	671	(57,530)	(1)	-	(92,087)	(158,012)
Fund Equity										
Contributed capital	-	-	-	-	-	-	-	-	-	-
Investment in general fixed assets	-	-	-	-	-	(43,136)	-	-	-	(43,136)
Retained earnings:	-	-	-	-	-	-	-	(168,280)	-	(168,280)
Reserved for replacement and extension	-	-	-	-	-	(2,682)	-	-	-	(2,682)
Reserved for debt service	-	-	-	-	-	(13,557)	-	-	-	(13,557)
Unreserved	-	-	-	-	-	-	-	-	-	-
Fund balances:	-	-	-	-	-	-	-	-	-	-
Nonspendable	(611)	(69)	-	-	-	-	(978)	-	-	(1,658)
Restricted	(108)	(1,246)	(1,751)	(9,373)	(291)	-	-	-	-	(12,779)
Committed	(16)	-	-	-	-	-	-	-	-	(16)
Assigned	(22,495)	(107)	-	(6,707)	-	-	(12)	-	-	(29,319)
Unassigned	(28,776)	199	1,007	3,826	377	(4,101)	(55)	53,903	-	26,314
Encumbrances	(9,462)	(137)	-	(3,826)	(57)	(2,401)	-	-	-	(15,883)
Total fund equity	(61,466)	(1,360)	(744)	(16,080)	29	(65,877)	(1,045)	(114,377)	-	(260,961)
Total liabilities and fund equity	(61,546)	(8,532)	(744)	(17,904)	700	(123,407)	(1,046)	(114,377)	(92,087)	(418,961)

Attachment: CM 7-18-17, 2017 June Fin Statements Combined (2354 : City June 2017 financial statements.)

7/13/2017

City of Opelika
Combined Statement of Revenues, Expenditures and Changes in fund balance
All Governmental Fund Types
For 9 Months Ending June 30 2017
Thousands of Dollars

	YTD JUNE 2017 <u>General</u>	Special Revenue <u>Funds</u>	Debt Service Funds <u>Total</u>	*Capital Projects <u>Funds</u>	Library Trust <u>Fund</u>	Memo <u>Total</u>
Revenues:						
Taxes	27,114	6,412	-	-	-	33,526
Special Assessments	4	-	-	-	-	4
Licenses and permits	12,313	239	-	-	-	12,552
Intergovernmental revenues	291	550	-	-	-	841
Charges for services	1,447	-	-	-	-	1,447
Fines and forfeits	465	78	-	-	-	543
Miscellaneous revenues	530	23	0	56	1	610
Total revenues	42,166	7,302	0	56	1	49,525
Expenditures:						
Current:						
General Government	4,116	186	-	-	-	4,302
Public safety	9,954	122	-	362	-	10,437
Public works	3,148	29	-	291	-	3,468
Health, Education and Welfare	2,831	5,137	-	-	-	7,968
Culture and Recreation	4,247	-	-	-	-	4,247
Economic development	2,097	792	-	-	-	2,889
Capital outlay	2,611	1,599	-	(116)	-	4,095
Debt service:	-	-	-	-	-	-
Principal retirement	488	-	3,545	-	-	4,033
Interest	71	-	3,366	-	-	3,436
Bond issue cost	-	-	-	-	-	-
Payment to escrow agent	-	-	7	-	-	7
Total expenditures	29,563	7,865	6,918	537	-	44,882
Excess of revenues over (under) expenditures	12,603	(562)	(6,918)	(481)	1	4,642
Other financing sources:						
Proceeds form General Long Term Debt	-	-	-	-	-	-
Sale of fixed assets	22	-	-	-	-	22
Operating transfers in	2,271	93	6,410	2,277	-	11,051
Operating transfers out	(5,232)	(481)	1,213	(1,685)	-	(6,185)
Total other financing sources (uses)	(2,939)	(388)	7,623	592	-	4,888
Excess of revenues and other sources over (under) expenditures and other uses	9,663	(951)	705	111	1	9,530
Fund balances, beginning of year	51,803	2,310	38	15,970	12	70,134
Fund balances, end of year	61,466	1,360	744	16,080	13	79,664
Assigned, Committed, Restricted, etc.	(32,691)	(1,559)	(1,751)	(19,906)	(13)	(55,921)
Fund balances, Unassigned	28,776	(199)	(1,007)	(3,826)	0	23,743

Attachment: CM 7-18-17, 2017 June Fin Statements Combined (2354 : City June 2017 financial statements.)

City of Opelika

Combined Statement of Revenues, Expenses and Changes in Retained Earnings/

Fund Balances - All Proprietary Fund Types and Similar Trust Funds

For Month Ending June 30, 2017

Thousands of Dollars

Thousands of Dollars

	Proprietary Fund Types						Fiduciary Fund Types	
	Enterprise Funds				Internal Service		Non-Expendable Trust	
	Electric Utility	Telecom System	1965 Sewer System	Solid Waste Collection	Workman's (41) Compensation	Health (43) Insurance	Garden Hills (60) Cemetery	Memo Total
Operating revenues:								
Charges for services	30,289	4,107	3,529	2,130	304	1,535	-	41,895
Interest	-	-	-	-	3	0	15	17
Total operating revenues	30,289	4,107	3,529	2,130	306	1,535	15	41,912
Operating expenses:								
Purchases	17,264	1,588	-	306	-	-	-	19,158
Depreciation	2,257	949	758	189	-	-	-	4,153
Personal services	1,670	388	3	711	-	-	-	2,772
Other	2,221	1,137	1,551	417	160	2,774	4	8,265
Total operating expenses	23,413	4,062	2,312	1,624	160	2,774	4	34,349
Operating income	6,876	46	1,217	506	146	(1,239)	11	7,564
Nonoperating revenue (expenses):								
Interest revenue	53	1	6	1	-	-	33	94
Miscellaneous revenue	1,033	37	7	60	-	-	-	1,137
Interest expense and fiscal charges	(1,077)	(268)	(217)	-	-	-	-	(1,562)
Other expenses	-	-	-	-	-	-	-	-
Total nonoperating revenues(expenses)	9	(230)	(204)	61	-	-	33	(331)
Income before operating transfers	6,885	(185)	1,013	567	146	(1,239)	44	7,232
Operating transfers in/Contributed Capital Developers	377	17	76	-	-	(1,542)	18	(1,053)
Operating transfers out	(2,250)	-	-	-	-	-	(8)	(2,258)
Total operating transfers	(1,873)	17	76	-	-	(1,542)	10	(3,311)
Net income (loss)	5,013	(167)	1,089	567	146	(2,780)	54	3,921
Retained earnings, Fund balances, beginning of year	38,864	(7,627)	27,718	420	2,524	82	978	62,959
Retained earnings, Fund balances, end of year	43,877	(7,794)	28,807	987	2,670	(2,698)	1,032	66,880
Encumbrances	1,541	13	445	401	-	57	-	2,458
Retained earnings, Fund balances, less encumbrances	42,336	(7,807)	28,362	586	2,670	(2,756)	1,032	64,422
Cash Flows:								
Add: Net Income (Loss)	5,013	(167)	1,089	567	146	(2,780)	54	3,921
Prior Period Adjustment - change in Depr	-	-	-	-	-	-	-	-
Add: Depreciation	2,257	949	758	189	-	-	-	4,153
Subtract: Capital Outlay	(238)	-	(23)	(170)	-	-	-	(432)
								-
Decrease (Increase) in Receivables	6,672	24	595	41	20	1,675	(2)	9,025
Decrease (Increase) in Inventory	(570)	-	-	-	-	-	-	(570)
Decrease (Increase) in Prepaid	(144)	96	-	-	-	-	-	(48)
Decrease (Increase) in Restricted Assets	(358)	-	47	-	-	-	-	(311)
Decrease (Increase) in Deferred charges	(137)	10	(600)	-	-	-	-	(727)
Increase (Decrease) in Liabilities	(8,918)	(2,282)	(597)	(212)	(1)	(1,490)	(1)	(13,501)
Add: Book Value of Disposed Assets	-	-	-	-	-	-	-	-
Change in Cash	3,577	(1,371)	1,269	415	165	(2,595)	51	1,511
Cash Balance September 30, 2016	14,423	496	6,121	586	2,695	640	978	25,938
Cash Balance June 30, 2017	17,999	(875)	7,390	1,001	2,859	(1,954)	1,029	27,450

7/13/2017

City of Opelika
General Fund
Revenue and Expenditure Summary
YTD June 2017
Thousands of Dollars

	YTD June 2016 ACTUAL	YTD June 2017 ACTUAL	VAR	YTD June 2017 BUDGET	YTD June 2017 ACTUAL	VAR
Revenues:						
Taxes	27,594	27,114	(480)	26,306	27,114	809
Special assessments	2	4	3	2	4	2
Licenses and permits	11,725	12,313	588	11,128	12,313	1,186
Intergovernmental revenues	278	291	13	377	291	(85)
Charges for services	1,383	1,447	64	1,328	1,447	119
Fines and forfeits	497	465	(32)	564	465	(99)
Miscellaneous	263	530	267	199	530	331
Total revenues	41,741	42,166	424	39,902	42,166	2,263
Expenditures:						
Current:						
General government	3,810	4,116	306	4,689	4,116	(573)
Public safety	9,662	9,954	292	10,938	9,954	(984)
Public works	2,930	3,148	218	3,188	3,148	(40)
Health, Education and Welfare	2,578	2,831	253	2,775	2,831	56
Culture and recreation	4,377	4,247	(130)	4,888	4,247	(641)
Economic Development	1,483	2,097	614	2,043	2,097	55
Capital outlay	2,977	2,611	(365)	4,635	2,611	(2,024)
Debt service:						
Principal retirement	441	488	48	467	488	22
Interest	118	71	(48)	92	71	(22)
Bond issue cost	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-
Total expenditures	28,376	29,563	1,187	33,715	29,563	(4,152)
Excess of revenues over(under) expenditures	13,365	12,603	(763)	6,188	12,603	6,415
Other financing sources(uses):						
Proceeds form General Long Term Debt	-	-	-	-	-	-
Sale of fixed assets	157	22	(135)	-	22	22
Other financing sources	1,935	2,271	336	2,987	2,271	(716)
Operating transfers out	(6,548)	(5,232)	1,316	(9,174)	(5,232)	3,942
Total other financing sources(uses)	(4,457)	(2,939)	1,518	(6,188)	(2,939)	3,248
Excess of revenues and other sources over(under) expenditures and other uses	8,908	9,663	755	-	9,663	9,663
Fund balances, beginning	44,954	51,803	6,849	53,862	51,803	(2,059)
Fund balances, ending	53,862	61,466	7,604	53,862	61,466	7,604
Less:						
Restricted, Committed, Assigned, nonspendable and encumbered Fund Balance:						
Nonspendable Reserved for inventory	103	105	3	103	105	3
Other Noncurrent Assets, Firetruck		505	505		505	505
Train Restoration	80	33	(47)	45	33	(13)
Restricted for Law Enforcement	25	76	51	25	76	51
Committed for Ward I - Misc Projects	3	4	1	9	4	(5)
Committed for Ward II - Misc Projects	0	-	(0)	4	-	(4)
Committed for Ward III - Misc Projects	1	0	(0)	4	0	(3)
Committed for Ward IV - Misc Projects	5	7	1	12	7	(5)
Committed for Ward V - Misc Projects	0	3	2	7	3	(4)
Committed hist mrks	-	2	2		2	2
Assigned for 1994 Warrants and Road Imp	4,459	7,135	2,676	4,459	7,135	2,676
Assigned for 2011 1% Sales Tax	14,627	15,360	733	17,917	15,360	(2,557)
Encumbrances	4,935	9,462	4,527	-	9,462	9,462
	24,289	32,691	8,402	22,583	32,691	10,107
Unassigned Fund Balance	29,573	28,776	(797)	31,279	28,776	(2,503)
20% Budgeted Revenues	7,980	7,980			7,980	7,980
Amount remaining	21,592	20,795			20,795	20,795

Attachment: CM 7-18-17, 2017 June Fin Statements Combined (2354 : City June 2017 financial statements.)

7/13/2017

City of Opelika
General Fund - Revenues
Comparison of Actual to Last Year and Budget
YTD June 2017
Thousands of Dollars

	Year to date			Budget	Actual	
	2016	2017	Var	2017	2017	Var
Taxes:						
Sales	23,273	22,647	(626)	22,718	22,647	(70)
Property:						
Property	3,217	3,318	101	2,498	3,318	820
Payments in lieu of property tax	22	25	3	17	25	9
Total property	3,239	3,343	105	2,514	3,343	829
Other:						
Gasoline	582	616	34	579	616	37
Cigarette	68	63	(5)	66	63	(3)
Wine and liquor	24	24	(0)	23	24	1
Rental	408	421	13	407	421	15
Total other	1,082	1,124	42	1,074	1,124	50
Total taxes	27,594	27,114	(480)	26,306	27,114	809
Special assessments	2	4	3	2	4	2
Licenses and permits:						
Occupational license fee	7,524	7,765	241	7,452	7,765	313
Business:						
General	3,041	2,964	(77)	2,160	2,964	804
Lodging	603	540	(63)	619	540	(79)
Franchise fee	155	374	219	491	374	(118)
Total business	3,799	3,877	78	3,270	3,877	607
Telecommunications permits and fees	12	10	(2)	-	10	10
Permits and inspections	390	661	271	406	661	255
	402	671	269	406	671	265
Total licenses and permits	11,725	12,313	588	11,128	12,313	1,186
Intergovernmental:						
Shared County						
Motor vehicle license	86	89	3	79	89	10
Shared state:						
Bank excise	-	-	-	119	-	(119)
Business privilege tax	0	-	(0)	55	-	(55)
Liquor tax profits	110	112	2	98	112	13
State asset forfeiture	8	49	41	6	49	43
Total shared state	118	161	43	278	161	(117)
Other:						
Shared Federal asset forfeiture	56	27	(29)	20	27	7
State and county grants	18	15	(3)	-	15	15
Total other	75	42	(33)	20	42	22
Total intergovernmental	278	291	13	377	291	(85)
Charge for service:						
General government:						
Other	14	18	4	14	18	4
Public safety:						
Towing	2	1	(1)	-	1	1
Fire training	3	5	2	3	5	2
Highway Safety Program	-	-	-	-	-	-
City Schools	-	12	12	-	12	12
Housing Authority	-	-	-	-	-	-
E911	20	20	-	38	20	(18)
Auburn University	51	31	(20)	50	31	(20)
EAMC	64	91	27	48	91	43
Restitution/Other	1	1	0	1	1	1
Health:						
Graves and monuments	104	119	16	102	119	17
Public Works:						
Paving/Plan review fees	52	79	27	57	79	22
Culture and recreation:						
Entry fees and concessions	1,072	1,070	(1)	1,016	1,070	54
Total charges for service	1,383	1,447	64	1,328	1,447	119
Fines and forfeits:						
Fines and costs	497	465	(32)	564	465	(99)
Miscellaneous:						
Interest	48	218	170	36	218	182
Other	215	313	98	163	313	150
Total miscellaneous	263	530	267	199	530	331
Total revenue	41,741	42,166	424	39,902	42,166	2,263
Other Financing Sources:						
Proceeds of General Obligation Debt	-	-	-	-	-	-
Operating transfers-in:						
Electric fund	1,866	2,250	384	2,250	2,250	-
Sale of Fixed Assets	157	22	(135)	-	22	22
Other transfers	68	21	(47)	737	21	(716)
Total operating transfers-in	2,091	2,293	202	2,987	2,293	(694)
Total other financing sources	2,091	2,293	202	2,987	2,293	(694)
Total revenue and other financing source	43,833	44,459	626	42,889	44,459	1,569

Attachment: CM 7-18-17, 2017 June Fin Statements Combined (2354 : City June 2017 financial statements.)

City of Opelika
General Fund-Expenditures
Comparison of Actual to Last Year and Budget
YTD June 2017
Thousands of Dollars

	YTD June 2016	YTD June 2017		YTD June 2017	YTD June 2017	
	ACTUAL	ACTUAL	VAR	BUDGET	ACTUAL	VAR
General Government:						
Legislative	248	265	17	312	265	(46)
Executive	158	191	32	420	191	(229)
Legal	93	103	10	104	103	(1)
Other:						
Administration	296	399	103	323	399	76
Accounting	338	342	4	578	342	(236)
Human Resources	253	271	18	300	271	(29)
Information Technology	968	967	(1)	978	967	(12)
Revenue	200	210	11	265	210	(54)
Municipal court	377	414	37	439	414	(25)
Purchasing	158	193	35	163	193	30
Community Development	79	111	32	112	111	(0)
Planning	240	242	2	295	242	(53)
Total other	2,909	3,149	240	3,452	3,149	(304)
Nondepartmental	402	409	7	401	409	7
Total general government	3,810	4,116	306	4,689	4,116	(573)
Public safety:						
Police	6,017	5,901	(116)	6,674	5,901	(773)
Probation	23	49	25	84	49	(35)
Total police	6,040	5,950	(90)	6,758	5,950	(808)
Fire:	-	-	-	-	-	-
Total fire	3,371	3,733	362	3,909	3,733	(176)
Nondepartmental	250	271	21	271	271	-
Total public safety	9,662	9,954	292	10,938	9,954	(984)
Public Works:						
Streets	858	899	41	914	899	(15)
Engineering	335	373	38	370	373	2
Other:	-	(46)	(46)	-	(46)	(46)
Administration	259	369	110	293	369	75
Cemetery	150	153	2	151	153	1
Auto shop	365	350	(15)	414	350	(64)
Building maintenance	244	291	46	255	291	36
Inspection	307	320	13	368	320	(48)
Grounds maintenance	412	441	28	423	441	18
Total other	1,737	1,877	139	1,904	1,877	(28)
Total public works	2,930	3,148	218	3,188	3,148	(40)
Health, Education and Welfare						
Animal control	42	48	6	54	48	(6)
Nondepartmental	2,536	2,783	247	2,721	2,783	62
Total health, education and welfare	2,578	2,831	253	2,775	2,831	56
Culture and recreation						
Parks and recreation	3,787	3,633	(154)	4,297	3,633	(663)
Library	497	520	23	519	520	1
Nondepartmental	93	94	1	73	94	21
Total culture and recreation	4,377	4,247	(130)	4,888	4,247	(641)
Economic Development						
Economic Development	311	287	(24)	430	287	(144)
Nondepartmental	1,173	1,811	638	1,612	1,811	198
Total economic development	1,483	2,097	614	2,043	2,097	55
Capital outlay	2,977	2,611	(365)	4,635	2,611	(2,024)
Total expenditures	27,817	29,004	1,187	33,156	29,004	(4,152)
Transfers - out:						
Transfer to PR/Jail Construction Fund	2,052	-	(2,052)	4,179	-	(4,179)
Transfers to other funds	4,496	5,232	736	4,995	5,232	237
Debt service	559	559	-	559	559	(0)
Total transfers - out	7,107	5,791	(1,316)	9,733	5,791	(3,942)
Total expenditures and transfers - out	34,924	34,795	(129)	42,889	34,795	(8,094)

Attachment: CM 7-18-17, 2017 June Fin Statements Combined (2354 : City June 2017 financial statements.)

7/13/2017

Capital Outlay
Comparison of Actual to Last Year and Budget
YTD June 2017
Thousands of Dollars

	Year to Date			Year to Date			2017	2017	
	2016	2017		2017	2017		REVISED	ACTUAL +	
	ACTUAL	ACTUAL	VAR	BUDGET	ACTUAL	Var	BUDGET	ENCUMBRANCE	Var
General Government:									
Legislative	-	-	-	-	-	-	-	-	-
Executive	-	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-	-
Other:	-	-	-	-	-	-	-	-	-
Administration	143	-	(143)	-	-	-	238	6	(231)
Accounting	-	-	-	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-	-	-	-
Information Technology	#REF!	265	#REF!	476	265	(210)	688	680	(7)
Revenue	-	-	-	-	-	-	-	-	-
Municipal court	-	-	-	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-	-	-	-
Community Development	-	-	-	-	-	-	-	-	-
Planning	-	-	-	-	-	-	-	-	-
Total other	143	265	122	476	265	(210)	925	687	(239)
Total general government	143	265	122	476	265	(210)	925	687	(239)
Public safety:									
Police:									
Total police	339	304	(35)	313	304	(9)	363	356	(8)
Fire:									
Total fire	729	1,440	711	1,949	1,440	(508)	3,261	3,234	(26)
Total public safety	1,068	1,744	676	2,261	1,744	(518)	3,624	3,590	(34)
Public Works:									
Streets	79	-	(79)	98	-	(98)	-	-	-
Engineering	1,420	440	(979)	1,144	440	(703)	1,637	1,628	(9)
Other:									
Administration	193	76	(117)	-	76	76	84	84	(0)
Cemetery	-	-	-	-	-	-	-	-	-
Auto shop	-	-	-	-	-	-	-	-	-
Building maintenance	-	-	-	431	-	(431)	-	-	-
Inspection	-	-	-	17	-	(17)	-	-	-
Grounds maintenance	-	-	-	17	-	(17)	-	-	-
Total other	193	76	(117)	465	76	(388)	84	84	(0)
Total public works	1,692	517	(1,175)	1,706	517	(1,189)	1,721	1,712	(9)
Health, Education and Welfare									
Animal control	-	-	-	-	-	-	-	-	-
Total health, education and welfare	-	-	-	-	-	-	-	-	-
Culture and recreation									
Parks and recreation	74	86	12	192	86	(106)	173	192	19
Library	-	-	-	-	-	-	-	-	-
Total culture and recreation	74	86	12	192	86	(106)	173	192	19
Economic Development									
Conference Center	-	-	-	-	-	-	-	-	-
Total expenditures	2,977	2,611	(365)	4,635	2,611	(2,024)	6,443	6,181	(263)
Total expenditures and transfer	2,977	2,611	(365)	4,635	2,611	(2,024)	6,443	6,181	(263)

Attachment: CM 7-18-17, 2017 June Fin Statements Combined (2354 : City June 2017 financial statements.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/18/17 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 2347)

DOC ID: 2347

June 2017 Building Permit Report



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Monthly Permits For June, 2017

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	6	9
Plumbing Upgrades	0	24
Electrical Upgrades	6	22
Mechanical Upgrades	53	29
Reroofs And Roof Repairs	4	6
Mobile Home Services	0	3
Building Additions/Accessory Structures	2	1

Monthly Totals For June 2008-2017

2008	\$9,667,809.00
2009	\$2,274,539.00
2010	\$15,454,374.00
2011	\$4,453,896.00
2012	\$7,083,887.00
2013	\$9,422,855.00
2014	\$5,372,951.00
2015	\$20,933,556.00
2016	\$5,665,645.00
2017	\$10,392,836.00

Total Permits Issued:

0	New Buildings: Commercial	\$0.00
16	Commercial Renovations And Repairs	\$1,776,475.00
3	Signs	\$58,098.00
21	New Single Family Homes	\$6,269,283.00
14	Residential Repairs And Renovations	\$379,520.00
35	New Apartment Units	\$1,909,460.00
0	New Duplex Residences	\$0.00
89	Total Building Permits Issued	\$10,392,836.00

89

Total Permits Issued For June, 2017

\$10,392,836.00

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Fiscal Year To Date Report - 2017

Building Repairs	Commercial	Residential
Buildings Condemned	1	0
Buildings Demolished	1	0
Building Repairs	96	71
Plumbing Upgrades	20	142
Electrical Upgrades	34	126
Mechanical Upgrades	66	95
Reroofs And Roof Repairs	6	39
Mobile Home Services	0	15
Building Additions/Accessory Structures	6	40

Yearly Totals For Oct. 1st - Sept. 30th	
2008	\$127,407,288.00
2009	\$67,359,271.00
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$192,080,600.00
2016	\$127,079,852.00
2017	\$97,182,570.00

Total Permits Issued:

19	New Buildings: Commercial	\$35,939,817.00
112	Commercial Renovations And Repairs	\$10,044,854.00
27	Signs	\$275,893.00
169	New Single Family Homes	\$42,854,775.00
149	Residential Repairs And Renovations	\$3,211,747.00
89	New Apartment Units	\$4,855,484.00
0	New Duplex Residences	\$0.00
565	Total Building Permits Issued	\$97,182,570.00

565	Total Issued for FY 2017	\$97,182,570.00
-----	--------------------------	-----------------


JEFF KAPPELMAN
Building Official

Attachment: June 2017 Building Report (2347 : June 2017 Building Permit Report)

City Of Opelika- Planning Department
Building Inspection Division
June 2017- Monthly Building Permit Detail Report

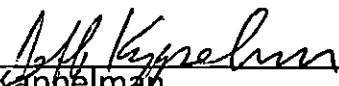
Issue Date	Main Address	Work Class	Company	Valuation
6/1/2017	1804 NORTHGATE DR	Alteration	J MANIFOLD CONSTRUCTION	\$ 82,000.00
6/2/2017	2901 LONE EAGLE LN	Addition	THE WORTHY GROUP	\$ 19,000.00
6/2/2017	1206 LIVE OAK CIR	New Single Family Detached	MARTY SIMPLERS PLUMBING CO	\$ 293,184.00
6/5/2017	1250 SPRING LAKES XING	New Single Family Detached	HOMEWORKS OF ALABAMA INC	\$ 278,036.00
6/5/2017	309 WILLIAMSON AVE A	Alteration	Steven Langert	\$ 754,000.00
6/5/2017	2900 PEPPERELL PKWY	Signs	VSC SIGNS	\$ 1,300.00
6/6/2017	213 CARVER AVE CREC	Roofs	CENTRAL ALABAMA METAL ROOFING	\$ 150,700.00
6/6/2017	402 WINTERBURN AVE	Roofs	SOL ROOFING LLC	\$ 9,450.00
6/7/2017	211 N 11TH ST	Roofs	PREFERRED CONTRACTOR	\$ 2,989.00
6/7/2017	101 N 24TH ST	Addition	Dr. Hemburg	\$ 180,000.00
6/7/2017	2100 AUSTELL ST	Roofs	MCCRORY CONTRACTING	\$ 6,600.00
6/8/2017	3903 JUDSON CT	New Single Family Detached	DACK HOMES WEST LLC	\$ 145,381.00
6/8/2017	920 E TOWNE LAKE CIR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 265,581.00
6/8/2017	3901 JUDSON CT	New Single Family Detached	DACK HOMES WEST LLC	\$ 140,333.00
6/8/2017	1900 CAPPS LNDG	Signs	EFFECTIVE SIGNS LLC	\$ 47,798.00
6/9/2017	3794 PEPPERELL PKWY C	Tenant Build Out	INFINITY GROUP LLC, THE	\$ 64,874.00
6/13/2017	702 DINGO DR	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 259,782.00
6/13/2017	3023 MCKINLEY DR	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 399,784.00
6/13/2017	812 LORI LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 322,564.00
6/13/2017	301 2ND AVE	Addition	Temple Anderson	\$ 48,000.00
6/13/2017	815 LORI LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 221,150.00
6/14/2017	306 N 9TH ST	Roofs	SUPERIOR ROOFING CO	\$ 6,855.00
6/14/2017	2400 GRAND NATIONAL PKWY	New Single Family Detached	DILWORTH DEVELOPMENT INC	\$ 919,307.00
6/14/2017	128 COLUMBUS PKWY	Roofs	AJ'S ROOFING	\$ 1,200.00
6/15/2017	3460 LAKESHORE DR DR	New Single Family Detached	TOLAND CONSTRUCTION LLC	\$ 246,757.00
6/15/2017	3441 LAKESHORE DR DR	New Single Family Detached	TOLAND CONSTRUCTION LLC	\$ 280,938.00

Attachment: June 2017 Building Report (2347 : June 2017 Building Permit Report)

6/15/2017	101 MORRIS AVE	Alteration	Doloris Kidd	\$ 4,000.00
6/15/2017	2016 WAVERLY PKWY 300A	Alteration	Holland Commercial	\$ 4,500.00
6/15/2017	1208 WEST ST	Addition	Betty Maddox	\$ 1,200.00
6/16/2017	2000 S UNIROYAL RD	Churches And Other Religious Bu	Pleasant Grove Missionary	\$ 7,500.00
6/16/2017	113 CHESTER AVE	Alteration	J. Marsh Enterprises, Inc.	\$ 20,000.00
6/16/2017	111 CHESTER AVE	Alteration	J. Marsh Enterprises, Inc.	\$ 11,200.00
6/19/2017	2102 HERITAGE DR	Alteration	LETLOW CO LLC, THE	\$ 90,000.00
6/19/2017	512 CAMELOT WAY	Alteration	CMC SIDING & CONTRACTING	\$ 31,000.00
6/19/2017	2504 HERITAGE DR	Alteration	HOLLAND HOMES LLC	\$ 38,667.00
6/19/2017	2506 STONYBROOK RD	Decks	Coley Trant	\$ 3,000.00
6/19/2017	505 N 10TH ST	Alteration	Neher Group	\$ 1,259.00
6/20/2017	501 N 26TH ST	Signs	DORRIS SIGN INC	\$ 9,000.00
6/20/2017	230 COLUMBUS PKWY	Alteration	Marc Jeter	\$ 13,750.00
6/20/2017	1329 CLEARMONT ST	Accessory Buildings	Earl James	\$ 2,300.00
6/20/2017	2052 TIGER TOWN PKWY	Roofs	MID-SOUTH ROOF SYSTEMS	\$ 44,000.00
6/22/2017	1400 GWEN MILL DR	Alteration	HF&L CONSTRUCTION INC	\$ 10,000.00
6/22/2017	2710 ROCKY BROOK RD	Carport	ALAN YATES CONSTRUCTION	\$ 26,000.00
6/23/2017	4150 ACADEMY DR 1632	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1523	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1534	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1526	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1624	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1613	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1516	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1616	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1531	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1514	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1626	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1633	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1512	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1621	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1611	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00

6/23/2017	4150 ACADEMY DR 1535	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1622	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1623	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1524	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1615	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1636	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1635	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1625	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1533	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1511	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1634	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1521	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1522	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1614	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1612	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 0136	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1525	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1631	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	4150 ACADEMY DR 1515	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/23/2017	2404 ELLENWOOD DR	Roofs	MCCRORY CONTRACTING	\$ 5,600.00
6/23/2017	4150 ACADEMY DR 1532	Five Plus Family Home	PR CONTRACTORS, LLC	\$ 54,556.00
6/26/2017	2000 PEPPERELL PKWY	Alteration	BAILEY HARRIS CONST CO	\$ 85,321.00
6/26/2017	2921 STILLWOOD WAY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 405,557.00
6/26/2017	708 LORI LN	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 244,023.00
6/26/2017	706 LORI LN	New Single Family Detached	SOUTHERN PRIDE PLUMBING INC	\$ 226,776.00
6/26/2017	685 FOX TRL	Foundation	MARSHALL DESIGN BUILD LLC	\$ -
6/26/2017	2919 STILLWOOD WAY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 312,357.00
6/26/2017	719 DINGO DR	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 312,931.00
6/26/2017	700 DINGO DR	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 272,644.00
6/26/2017	704 DINGO DR	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 180,135.00
6/26/2017	3462 LAKESHORE DR DR	New Single Family Detached	TOLAND CONSTRUCTION LLC	\$ 268,634.00
6/27/2017	1206 DOUGLAS ST	Roofs	CAM CONTRACTING	\$ 4,900.00

6/27/2017	12 N 8TH ST	Alteration	Dale Vaugh	\$ 300,000.00
6/29/2017	1302 LIVE OAK CIR	New Single Family Detached	CLEARWATER HOMES LLC	\$ 273,429.00
6/29/2017	1310 1ST AVE 1	Alteration	Anderson Properties LLC	\$ 5,000.00
6/29/2017	2701 FREDERICK RD 104	Tenant Build Out	HBS INC	\$ 91,630.00
6/29/2017	500 N 10TH ST A	Roofs	WAYNES ROOFING	\$ 26,000.00
6/30/2017	528 CUSSETA RD	Addition	David Thomas	\$ 3,500.00
				\$ 10,392,836.00


 Jeff Kappelman
 Chief Building Inspector



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2334)

Meeting: 07/18/17 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2334

Request by Main Street for a temporary street closure on August 2, 2017.



June 29, 2017

TO: Opelika City Council
FROM: Opelika Main Street

Please find below a request for an upcoming event in the downtown area.

August 2 – Cruise-In at the Track car show - Main Street event. Road closure requested is North Railroad, between 7th and 9th.

Thank you for your continued support of downtown and for considering all of the above requests.

Sincerely,
Carla Nelson, Director
Opelika Main Street

Attachment: CM 7-18-17, request by Main Street, temp street closure on August 2nd. (2334 : Request by Main Street for a temporary street

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 2335)**

Meeting: 07/18/17 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2335

Request by Chief McEachern for a temporary street closure for NNO on August 1, 2017.

Shuman, Robert

From: McEachern, John
Sent: Friday, June 30, 2017 10:11 AM
To: Shuman, Robert
Cc: mattie clark
Subject: National Night Out Parade/March Request for 08/01/2017...

Mr. Shuman:

Per our telephonic conversation, please accept this parade route information/road closure request as it relates to the National Night Out event to be held on Tuesday, August 1st, 2017. I submit this request to you and the City Council on behalf of Mattie Clark, Event Coordinator, for the National Night Out event.

1. The event is named: National Night Out Celebration and is sponsored by the National Night Out.
2. The date of the parade/march request is **Tuesday, August 1st, 2017.**
3. The start time will be 5:00 p.m. and will end at 6:00 p.m. (this is the parade route event time)
 - **The actual time of the entire event is 5:00 p.m. – 8:30 p.m.**
4. Estimated number of participants is 300-400
5. In lieu of a detailed map, the parade route will be as follows: Begin on W.E. Morton Blvd. @ Antioch Baptist Church and proceed east towards Toomer Street. Turn left onto Toomer Street and proceed north until Carver Avenue. Turn right onto Carver Avenue (east) until entrance into Covington Park and end.

There is no request for barricades, as the entire parade will be led and followed by marked police units which will block intersection.

Please feel free to contact me should you have any questions, and thank you for including this request in Minute Trak!

Thanks again!

Chief McEachern

Attachment: CM 7-18-17, Request temporary street closure, NNO... (2335 : Request by Chief McEachern for a temporary street closure for NNO



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2286)

Meeting: 07/18/17 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 2286

Public Hearing, Amend Zoning Ord & Map: 1500 Block Spring Drive, R-3, GC to C-3, GC

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, July 18, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

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

ORDINANCE NO. _____

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

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

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

From a R-3, GC District (Low-Density Residential, Gateway Corridor Overlay District) to a C-3, GC District (General Commercial, Gateway Corridor Overlay District), the parcel of land hereinafter described:

Lots One through Twenty (1-20) and Twenty-five through Forty (25-40), Spring Hill Heights Subdivision, according to and as shown on map or plat of said subdivision of record in Town Plat Book 3 at Page 12, in the Office of the Judge of Probate of Lee County, Alabama;

ALSO,

Commence at a 5/8" solid iron pin at the northeast corner of the intersection of Spring Drive and Blanton Avenue in the City of Opelika, Lee County, Alabama and the POINT OF BEGINNING of the property herein to be described; from said POINT OF BEGINNING, thence run N 71°57'16" E 501.31' along the northerly margin of Blanton Avenue, to an iron pin at the northwest corner of the intersection of Lowndes Street and Blanton Avenue; thence leaving said margin, run S 03°40'48" E 19.93' to an iron pin; thence run S 71°53'17" W 100.03' to an iron pin; thence run S 03°40'48" E 19.81' to an iron pin on the southerly margin of Blanton Avenue; thence run S 71°57'16" W 300.04' along said margin, to an iron pin; thence leaving said margin, run N 03°40'48" W 19.81' to an iron pin; thence run S 72°00'07" W 100.58' to an iron pin; thence run N 05°32'35" W 19.81' to an iron pin and the original POINT OF BEGINNING.

The above-described property is located in Section 15, T-19-N, R-26-E, in the City of Opelika, Lee County, Alabama; contains 0.355 acres, more or less and is a portion of the vacated right-of-way of Blanton Avenue lying between Spring Drive and Lowndes Street.

The above-described parcels of land contain 3.8 acres, more or less, and are located in the 1500 block of Spring Drive. The subject properties are bounded on the west by Spring Drive, on the north by Dale Avenue and on the east by Lowndes Street.

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

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

WITNESS my hand this the ____ day of June, 2017.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the June ____, 2017 issue of your paper.

CITY CLERK

Lease America, LLC is requesting rezoning 3.8 acres accessed at the 1500 block Spring Drive from an R-3, GC (low density residential) zone to a C-3, GC (general commercial) zone. The rezoning property is adjacent to a C-3, GC zoning district. See Planning Commission report and map attached. At the May 23rd meeting, the Planning Commission voted 5 to 0 (one abstain) to send a positive recommendation to CC to rezone the property. At the June 6th CC WS, the City Council reviewed the rezoning request and approved advertising for a CC PH.

City of Opelika

Planning Commission Report

Action Requested: Rezoning – 3.8 acres

Location of Property: 1500 block of Spring Drive (see map attached)

Property Owner(s): Victor Vance

Current Zoning: R-3, GC

Zoning Request: C-3, GC

Existing Land Use: Undeveloped

**Surrounding Zoning Districts
And Land Uses:**

North	R-3	Single-family and church
South	C-3, GC	Commercial (contractor/various offices)
East	R-3, C-2, GC	Commercial
West	R-3, R-4	Single-family, warehouse/office

Staff Comments:

The applicant is requesting rezoning 3.8 acres from an R-3, GC (residential) zone to a C-3, GC (general commercial) zoning district. The property adjoins some other C-3 property to the south where a portion of Blanton Avenue was previously vacated. The subject property occupies 90 percent of what was the block prior to the vacation. Without the separation of the street right-of-way there is reason to continue the same zoning across the block. The property located at the northwest corner of this block is owned by another property owner. This property is currently a single-family residence and stands to be the most impacted by any rezoning. Should the property be rezoned, it may be prudent to determine if that property owner would also want to rezone their property for uniformity. If the small remainder property stays residential, there will likely be some increased buffers required on the subject property when it develops.

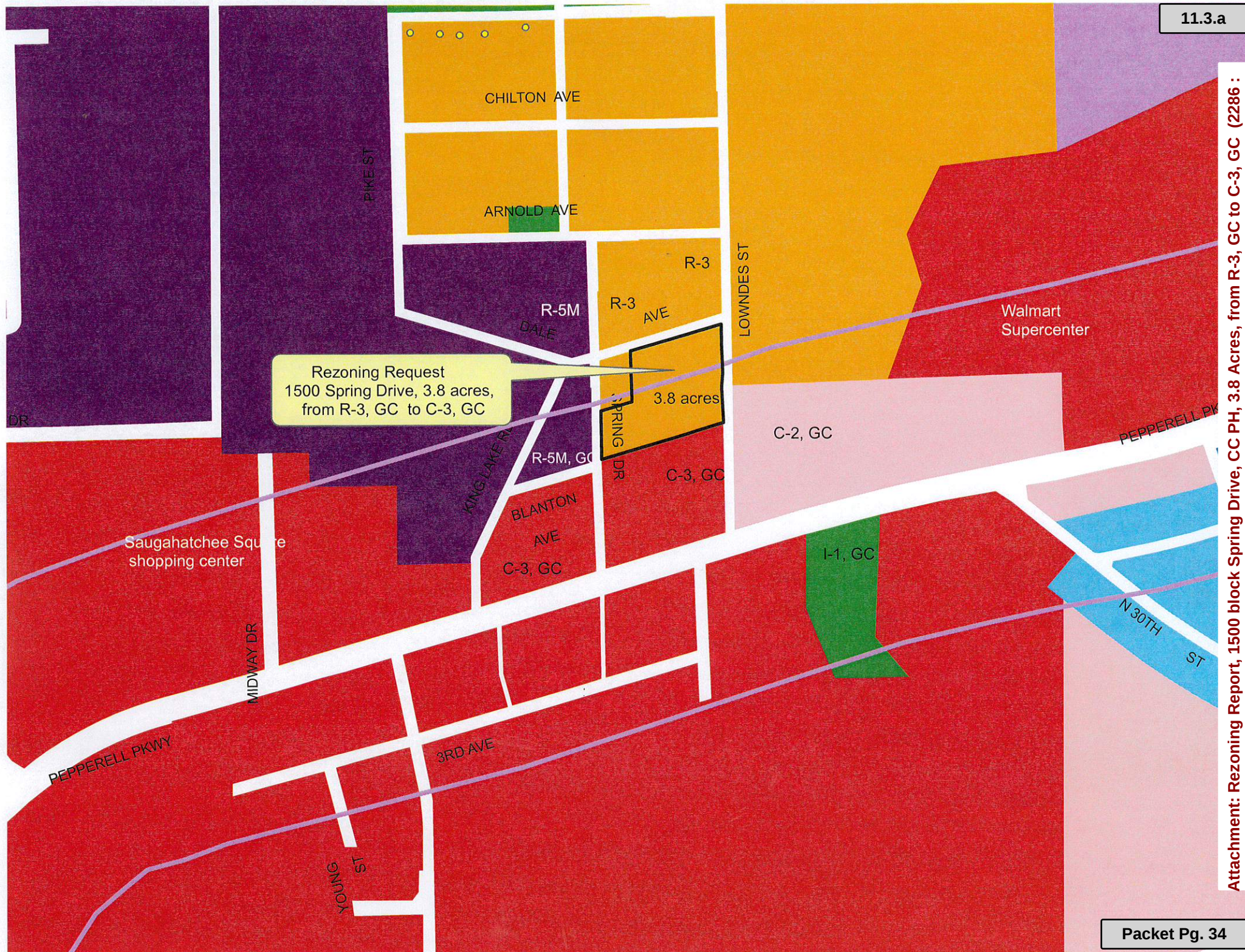
The properties Dale Avenue are also currently zone R-3. At the April 25, 2017 meeting, the Planning Commission did not change the future land use map after concerns were raised from the property owners across the street. The applicant subsequently withdrew the application prior to any decision by the Commission.

Staff Recommendation

Should the Planning Commission approve the change to the future land use map staff recommends a positive recommendation to the City Council to rezone the property from R-3, GC

to C-3, GC. If the commission does not modify the future land use plan, staff recommends a negative recommendation be sent to the City Council.

At the May 23rd meeting, the Planning Commission voted 5 to 0 (and one abstain) to send a positive recommendation to the City Council to rezone 3.8 acres at the 1500 block of Spring Drive from M-1, GC to C-3, GC.



Rezoning Request
1500 Spring Drive, 3.8 acres,
from R-3, GC to C-3, GC

Attachment: Rezoning Report, 1500 block Spring Drive, CC PH, 3.8 Acres, from R-3, GC to C-3, GC (2286 :



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

BIDS 146-17

Meeting: 07/18/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2337

Protective Clothing-FD

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Protective Clothing for the Fire Department; and

WHEREAS, NAFECO submitted the lowest responsible bid for items 1-2 and 4-8 meeting specifications; and

WHEREAS, Sunbelt Fire submitted the lowest bid for item 3, option 1 meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the contract be awarded to NAFECO and Sunbelt Fire on their low responsible bids meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue purchase orders to NAFECO and Sunbelt Fire on an as needed basis.
3. That the Mayor is hereby authorized to sign all documents pertaining to this contract.
4. That the Controller be authorized to adjust the budget as necessary for this contract.

APPROVED AND ADOPTED this the _____ day of _____, 2017.

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

ATTEST:

Bids 146-17

Meeting of July 18, 2017

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #17030 – We are asking the council to approve a contract for Protective Clothing

FACTS:

- Bid opening date – 7/10/17
- User department(s) – Fire
- The bid was mailed to 8 vendors
- 4 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend contract be awarded to NAFECO for items 1-2 and 4-8 and to Sunbelt Fire for item 3, option 1 for their low responsible bids meeting specifications on an as needed basis.**

[illegible]

RESOLUTION NO. 147-17

Designate City Personal Property as 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 Council of 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.	1995 Chevrolet C3500 VIN 1GBHC34K4SE135189	87001001
2.	1	Ea.	1995 Ford F150 VIN 1FTD515Y2SNB21199	87001049
3.	1	Ea.	2006 Ford Fusion VIN 3FAHP08Z06R137696	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 _____, 2017.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 148-17

Professional Services Contract A.U. -OPD**RESOLUTION NO. _____**

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

- 1) That historically the Opelika Police department provides officers to Auburn University and the City of Auburn to work special events on campus.
- 2) That the attached PROFESSIONAL SERVICES CONTRACT to be entered into between the City of Auburn/Auburn University and the City of Opelika is hereby approved, authorized, ratified and confirmed.
- 3) That the Mayor is hereby authorized and directed to execute and deliver said contract for and in the name of the City of Opelika.

APPROVED and ADOPTED this the _____ day of _____, 2017

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk-Treasurer

**Auburn Game Day Law Enforcement Corporation
Professional Services Contract**

This Professional Services Contract (the "Agreement") made and entered into on this the ____ day of _____, 2017, by and between The Auburn Game Day Law Enforcement Corporation, an Alabama corporation (the "Company"), the City of Auburn, Alabama, a municipal corporation (the "City") and City of Opelika/Opelika Police Department (Assisting Agency).

The parties hereby state and agree as follows:

1. The City has entered into a Professional Services Contract with Auburn University (the "University") whereby the City agrees to provide Law Enforcement Officers; Fire; Communications and Judicial personnel with the City as well as assisting agencies to provide security and traffic direction for University athletic and other special events.
2. The City and the Company have entered into a Professional Services Contract whereby the Company agrees to assist the City in providing personnel from assisting agencies.
4. The Assisting Agency, acting in support of the City's Public Safety Department/Police Division, shall provide support services to include, but not limited to crowd control, traffic direction, and security at Auburn University campus locations during major sporting events and/or special events.
5. The Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief or his/her designee.
6. The Assisting Agency shall provide the above services during the time period from August 1, 2017 to July 31, 2018.
7. The Assisting Agency will be compensated by the City on behalf of the Company for the above services at the following rates: Assignment: Stadium - \$35.00; Traffic - \$35.00; Supervisor - \$38.00.
8. The Assisting Agency will receive compensation for services provided within ten working days of the receipt of an approved invoice.
9. The Assisting Agency **will not** be compensated for travel expenses.
10. The Company shall secure and provide to Assisting Agency's employees Workers Compensation Insurance.
11. The Assisting Agency agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Assisting Agency represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned on this the ____ day of _____, 2017.

ASSISTING AGENCY

_____ Signature	_____ Mayor Gary Fuller Name
_____ City of Opelika Agency Name	_____ 204 7 th Street South Address
_____ 63-6001334 Tax I.D. Number	_____ Opelika, AL 36801 City, State, Zip Code

AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

President

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this ____ day of _____, 2017.

ATTEST:

Mayor

Interim City Manager

Attachment: A.U. Football Contract CC (148-17 : Professional Services Contract A.U. -OPD)

RESOLUTION NO. 149-17

Designate AmeriFirst Bank as a depository for the City.**RESOLUTION NO. _____**

WHEREAS, it is customary, appropriate and necessary for the City of Opelika to conduct business with all the local banks located within the City limits, and

WHEREAS, the designation of the City's banking depositories must be approved by the Opelika City Council, and

WHEREAS, AmeriFirst Bank has requested to be approved as an official bank depository for the City of Opelika.

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

- 1) That AmeriFirst Bank is hereby designated an official banking depository for the City of Opelika.
- 2) That the City Treasurer is hereby authorized to open and/or close City bank accounts and conduct City banking transactions as necessary with AmeriFirst Bank.
- 3) That the Mayor, Council President and the City Treasurer shall be the official signers for all bank accounts established with AmeriFirst Bank.

ADOPTED and APPROVED this the ____ day of _____, 2017.

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 150-17

Special appropriation, outdoor movies Ward 1.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION
FOR OUTDOOR MOVIE EVENTS**

WHEREAS, outdoor movie events, also known as movies in the park and movies under the stars, are events that bring friends and families out of their homes and into the community to enjoy outstanding movies under the stars; and

WHEREAS, the City of Opelika (the “City”) desires to host outdoor movie events in the North Antioch playground area; and

WHEREAS, said outdoor movie events will be open to the public; and

WHEREAS, such events will necessitate the rental by the City of projector equipment, power speakers, a large projection screen and movies; and

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$3,500.00 from the Ward 1 (Patricia A. Jones) Reserve Fund to defray expenses of providing said outdoor movie events.

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

1. That there is hereby approved from the Ward 1 Reserve Fund a special appropriation in the amount of \$3,500.00 for the purpose of defraying the expenses of providing outdoor movie events in the North Antioch playground area.

2. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose.

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

4. That the Purchasing-Revenue Manager is hereby authorized to issue appropriate purchase orders up to the sum of \$3,500.00 to carry into effect the intent of this Resolution.

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.

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 151-17

Access Ageement for Units Along Gateway Drive to Signal

RESOLUTION NO. _____

**RESOLUTION APPROVING HIGHWAY ACCESS AGREEMENT
BY AND AMONG THE CITY OF OPELIKA, B & B HOLDINGS
ALABAMA, LLC, THE TUSKEGEE LEE BAPTIST ASSOCIATION, INC.,
BENJIE S. WALKER, DONNA J. WALKER, THERESA S. DEAN, KAREN T.
FLOURNOY, MELISSA S. GOWAN AND AMY BETH GRACE**

WHEREAS, B & B Holdings, LLC (hereinafter called “B&B”), The Tuskegee Lee Baptist Association, Inc., (hereinafter called “TLBA”), Benjie S. Walker and Donna J. Walker (hereinafter collectively called “Walker”), Theresa S. Dean (hereinafter called “Dean”), Karen T. Flournoy (hereinafter called “Flournoy”), Melissa S. Gowan (hereinafter called “Gowan”) and Amy Beth Grace (hereinafter called “Grace”) are the owners of certain parcels of land located in Hamilton Place Subdivision abutting upon Gateway Drive (Highway 280) in the City of Opelika, Alabama (hereinafter called the “City”); and

WHEREAS, Gateway Drive (Highway 280) is a major arterial highway requiring four or more traffic lanes; and

WHEREAS, where private driveways, commercial entrances and access connections to a public highway are located too closely to the highway, they can cause hazardous and congestive conditions between the highway traffic and turning traffic at access connections; and

WHEREAS, the City recently installed a traffic signal at the intersection of Gateway Drive (Highway 280) and Hamilton Place Street to provide better access to Gateway Drive for businesses and residences located within Hamilton Place Subdivision; and

WHEREAS, when there is an intersecting street, such as Hamilton Place Street, it is desirable to channel traffic to the intersecting street rather than providing access to the highway directly from businesses, residences and other developments along the highway; and

WHEREAS, the City desires to modify the existing access connections from the properties owned by the above mentioned abutting property owners to Gateway Drive (U.S. Highway 280) in order to enhance public safety; and

WHEREAS, said abutting property owners have agreed that access to their respective properties shall be provided by a Reciprocal Access Easement through the shared parking lots of the property owners to Hamilton Place Street; and

WHEREAS, the City has agreed to design and construct the modified access to Gateway Drive (U.S. Highway 280) at its expense; and

WHEREAS, a proposed Highway Access Agreement (hereinafter the “Agreement”) has been prepared by the City Attorney and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Highway Access Agreement to be entered into by and among the City, B & B, TLBA, Walker, Dean, Flournoy, Gowan and Grace, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be

conclusively evidenced by the execution and delivery of said Agreement.

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.

 PRESIDENT OF THE CITY COUNCIL
 OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

HIGHWAY ACCESS AGREEMENT

STATE OF ALABAMA
COUNTY OF LEE

THIS HIGHWAY ACCESS AGREEMENT (the “Agreement”) is made and entered into this the ____ day of _____ 2017 by and among the City of Opelika, Alabama, a municipal corporation (hereinafter called the “City”), B & B Alabama Holdings, LLC, an Alabama limited liability company (hereinafter called “B & B”), The Tuskegee Lee Baptist Association, Inc., an Alabama corporation, (hereinafter called “TLBA”), Benjie S. Walker and Donna J. Walker, husband and wife (hereinafter collectively called “Walker”), Theresa S. Dean, a married woman (hereinafter called “Dean”), Karen T. Flournoy, a married woman (hereinafter called “Flournoy”), Melissa S. Gowan, a married woman (hereinafter called “Gowan”), and Amy Beth Grace, a married woman (hereinafter called “Grace”). B &B, TLBA, Walker, Dean, Flournoy, Gowan and Grace are hereinafter collectively referred to as the “Property Owners”. The City and the Property Owners are collectively referred to as the “Parties”.

RECITALS

A. Gateway Drive (U.S. Highway 280) is a major arterial highway requiring four or more traffic lanes.

B. The efficiency and safety of a highway depend to a large extent upon the amount and character of interruptions to the movement of traffic. The primary cause of these interruptions is vehicular movements to and from businesses, residences and other developments along the highway.

C. Where private driveways, commercial entrances and access connections to a public highway are located too close to the highway, they can cause hazardous and congested conditions between the highway traffic and turning traffic at access connections.

D. The regular and overall control of highway access are necessary to provide efficient and safe highway operation. The location of entrances is a critical factor in minimizing disruption to traffic.

E. When there is an intercepting street, such as Hamilton Place Street, it is desirable to channel traffic to the intersecting street rather than providing access to the highway from businesses, residences and other developments along the highway.

F. The City recently installed a traffic signal at the intersection of Gateway Drive (U.S. Highway 280) and Hamilton Place Street to provide better access to Gateway Drive for businesses and residences located within Hamilton Place Subdivision.

G. B & B is the owner in fee simple of a certain parcel of land abutting upon Gateway Drive described as Lot 6, Hamilton Place, according to and as shown by that certain map or plat of said Subdivision of record in Town Plat Book 12 at Page 165 in the Office of the Judge of Probate of Lee County, Alabama (referred to herein as the “B & B Property”). The B & B Property is also described as Tax Parcel Number 43-09-06-23-1-000-001.012 according to the records in the Lee County Revenue Commissioner’s Office. The street address of the B & B Property is 2106 Gateway Drive.

H. TLBA is the owner in fee simple of a certain parcel of land abutting upon Gateway Drive described as Lot 4 of Hamilton Place according to and as shown by plat of said Subdivision of record in Town Plat Book 12 at Page 165 in the Office of the Judge of Probate of Lee County, Alabama (referred to herein as the “TLBA Property”). The TLBA Property is also described as Tax Parcel Number 43-09-06-23-1-000-001-010 according to the records in the Lee County Revenue Commissioner’s Office. The street address of the TLBA Property is 2110 Gateway Drive.

I. Lot 5, Hamilton Place, according to and as shown by that certain map or plat of said Subdivision of record in Town Plat Book 12, at Page 165 in the Office of the Judge of Probate of Lee County, Alabama, has been developed as five (5) condominium units according to Declaration of Condominium of Hamilton Place Condominiums. Lot 5, Hamilton Place, as recorded in Deed Book 1365, at Page 1 (referred to herein as the “Condo Property”) Walker [Suite A]; Dean [Suite B]; Flournoy [Suite C], Gowan [Suite D] and Grace [Suite E] are the fee simple owners of the five condominium units as well as the common elements of the Condo Property. The Condo Property (Lot 5, Hamilton Place) abuts upon Gateway Drive. The street address of the Condo Property is 2108 Gateway Drive.

NOW, THEREFORE, for the purposes set forth in the foregoing Recitals the Parties do hereby agree as follows:

1. Modification of Access to the B&B Property. B & B, TLBA, Walker, Dean, Flournoy, Gowan and Grace hereby agree that the existing access from Gateway Drive to the B & B Property (Building 2106) shall be changed to a right-in/right-out driveway. The modified access is illustrated on the drawing attached hereto as Exhibit “A”. The City agrees to design and construct the modified access to Gateway Drive at its expense.

2. Closure of Access to the Condo Property. B & B, TLBA, Walker, Dean, Flournoy, Gowan and Grace hereby agree that the existing access from the Condo Property (Building 2108) shall be eliminated and closed. The City agrees to design and construct, at its expense, the necessary components and barriers to eliminate said access to Gateway Drive at its expense.

3. Shared Access to Hamilton Place Street. The Property Owners agree that access from the Condo Property, the B & B Property and the TLBA Property to Gateway Drive

shall be provided by a reciprocal access easement as depicted on Exhibit “A” through the shared parking lots of the Property Owners to Hamilton Place Street. The City agrees, at its sole expense, to grade and pave the unimproved areas between the existing paved parking lots to provide direct vehicular connections between the adjacent parcels of land. The adjacent parking lots will be connected to each other as depicted on Exhibit “A” so traffic can move from one parking lot to another without re-entering Gateway Drive.

4. Temporary Construction Easement. B & B, TLBA, Walker, Dean, Flournoy, Gowan and Grace shall provide to the City a temporary construction easement in a form mutually acceptable to the City and the Property Owners to construct the access easement between the shared parking lots of the Property Owners.

5. Reciprocal Access Easement. B & B, TLBA, Walker, Dean, Flournoy, Gowan and Grace agree to grant to each other a non-exclusive, permanent easement for the purpose of ingress and egress to and through their respective parking lots along, over, across and upon the Easement Parcel depicted in Exhibit “A”.

6. Indemnification. To the fullest extent provided by law, the City agrees to indemnify, hold harmless and defend B & B, TLBA, Walker, Dean, Flournoy, Gowan and Grace from and against all claims, damages, liabilities, cost and expenses resulting from or arising out of the activities and work related to Sections 1, 2 and 3 above.

7. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

8. Severability. If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights

and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

9 Binding Upon Successors; Covenants to Run With Land. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest and assigns of each of the Parties. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, successor or assign of such party. The terms of this Agreement shall run with the land and shall bind all successors-in-title.

10. Counterparts. This Agreement may be executed in counterparts and multiple originals.

11. Authority. Each party represents hereto and warrants to the others that it has the legal power, right and authority to enter into this Agreement and that all requisite action has been taken or obtained by such party in connection therewith. Each signatory of a party hereto represents and warrants to the others that he or she is duly authorized to execute this Agreement on behalf of said party and to bind said party the terms and conditions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date specified above.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

ROBERT G. SHUMAN, CITY CLERK

THE TUSKEGEE LEE BAPTIST ASSOCIATION, INC.,
An Alabama corporation:

By: _____
BILL KING
ITS DIRECTOR OF MISSIONS

B & B ALABAMA HOLDINGS, LLC,
a limited liability company,

By: _____
WILLIAM R. BLYTHE,
ITS MANAGING MEMBER

BENJIE S. WALKER

DONNA J. WALKER

THERESA S. DEAN

KAREN T. FLOURNOY

MELISSA S. GOWAN

AMY BETH GRACE

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that BILL KING, whose name as Director of Missions of THE TUSKEGEE LEE BAPTIST ASSOCIATION, INC., a corporation, is signed to the foregoing easement and who is known to me, acknowledged before me on this day that, being informed of the contents of said easement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the said bears date.

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

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that WILLIAM R. BLYTHE, whose name as Managing Member of B & B ALABAMA HOLDINGS, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Attachment: Highway Access Agreement 071117 (151-17 : Access Agreement for Units Along Gateway Drive to Signal)

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Highway Access Agreement 071117 (151-17 : Access Agreement for Units Along Gateway Drive to Signal)

THIS INSTRUMENT PREPARED BY:

GUY F. GUNTER, III
City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803
334-705-2074

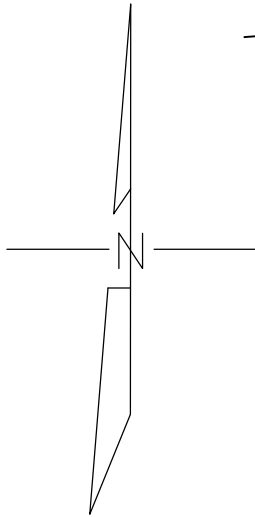
Attachment: Highway Access Agreement 071117 (151-17 : Access Ageement for Units Along Gateway Drive to Signal)

EXHIBIT "A"

CROSS-ACCESS EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT
FOR LOTS 4, 5 & 6, HAMILTON PLACE

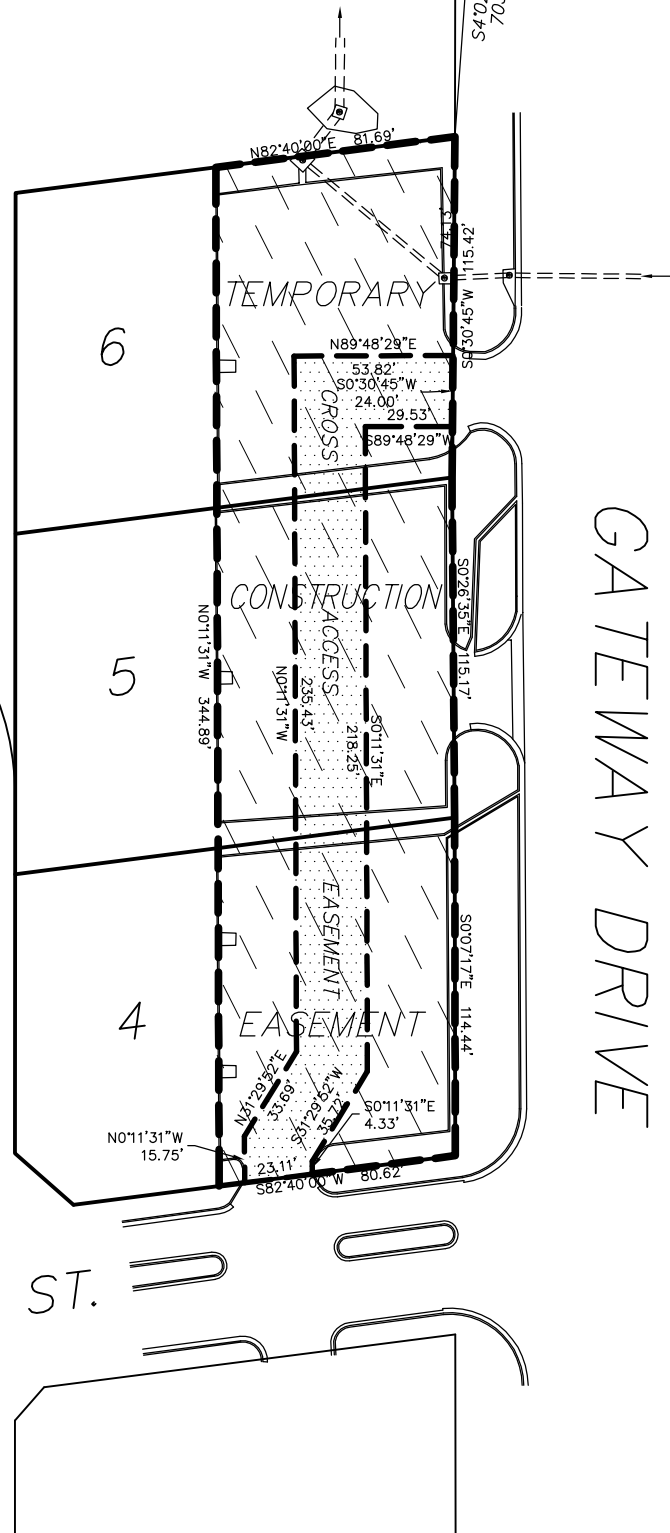
Basis of Bearings is from original plat of Hamilton Place as recorded in Plat Book 12, Page 165, in the office of the Judge of Probate of Lee County, Alabama.

This is a sketch to accompany and illustrate easements. It is not a survey.



NO SCALE

HAMILTON PLACE ST.



GATEWAY DRIVE



Connect parking lots with temporary construction easements and a permanent access easement between property owners

Protected left turn with new signal

Construct a right-in/right-out driveway

Close off driveway

13.5.c

Attachment: Gateway Access illustration of work to be done (151-17 : Access Agreement for Units

STATE OF ALABAMA)
 : TEMPORARY CONSTRUCTION EASEMENT
 COUNTY OF LEE)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, The Tuskegee Lee Baptist Association, Inc., an Alabama corporation, B & B Alabama Holdings, LLC, an Alabama limited liability company, Benjie S. Walker and Donna J. Walker, husband and wife, Theresa S. Dean, a married woman, Karen T. Flournoy, a married woman, Melissa S. Gowan, a married woman and Amy Beth Grace, a married woman, (hereinafter collectively called "Grantors") do hereby grant, bargain, sell and convey unto the City of Opelika, Alabama, a municipal corporation, (herein referred to as "Grantee"), its successors and assigns, a temporary construction easement over, along, across and upon the Grantors' properties in Opelika, Lee County, Alabama, said easement being more particularly described as follows:

Commencing at the northeast corner of Section 23, T-19-N, R-26-E, in Opelika, Lee County, Alabama; thence S4°02'45"W, 703.97 feet to the northeast corner of Lot 6, Hamilton Place as recorded in Plat Book 12, Page 165 in the office of the Judge of Probate of Lee County, Alabama, said point being the True Point of Beginning of the Easement herein described; thence S0°30'45"W, along the easterly boundary of said lot, being also the westerly R/W line of Gateway Drive, 115.42 feet to the northeast corner of Lot 5 of said subdivision, thence S0°26'35"E, 115.17 feet to the northeast corner of Lot 4 of said subdivision; thence S0°07'17"E, 114.44 feet to the southeast corner of said lot 4 and the northerly R/W line of Hamilton Place Street; thence, along said R/W Line, S82°40'00"W, 80.62 feet; thence, leaving said R/W line, N0°11'31"W, 344.89 feet to the northerly boundary of Lot 6 of said subdivision; thence N82°40'00"E, along said northerly boundary, 81.69 feet to the True Point of Beginning.

Said easement lying and being in the northeast quarter of Section 23, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama.

The above-described property is not nor is it intended to be the property of the married Grantors or their spouses.

TO HAVE AND TO HOLD the City of Opelika, Alabama, its successors and assigns, forever, subject to the following terms and conditions:

1. The within Grantee, its successors, assigns, designated servants, agents, employees and contractors, shall have the right to enter upon said easement to construct an access easement, as depicted on Exhibit "A", through the shared parking lots of the Grantors to provide access from the Grantors' properties to Hamilton Place Street. The Grantors acknowledge and agree that the Grantee will grade and pave the unimproved areas between the existing paved parking lots to provide direct vehicular connections between the adjacent parcels of land. The adjacent parking lots will be connected to each other so traffic can move from one parking lot to another without re-entering Gateway Drive. Grantors agree that the right of passage and use will include the movement of heavy equipment along, over and across said easement. The Grantee shall have the right to clear brush, trees, and obstructions at any and all times from the property covered by the easement without hindrance or delay of any kind.

2. The Grantee will indemnify, defend and hold the Grantors, their heirs, personal representatives, successors and assigns, harmless from any and all loss, damage, personal injury or liability arising out of the Grantee's activities and work, including, but not limited to, the operation of equipment and acts of omission, commission or negligence of the Grantee, its employees, contractors or agents when engaged in such work. Notwithstanding the foregoing, the Grantee shall not be liable for any acts of negligence of the Grantors and the Grantors' employees, contractors or agents.

3. The temporary construction easement granted under this instrument in favor of the Grantee is non-exclusive. The Grantors do hereby reserve the right to grant to others any

rights, easements, privileges, licenses and benefits from time to time as they determine as long as such grants do not prevent or interfere the Grantor's means of ingress and egress.

4. This easement is not intended and shall not be construed to dedicate any easements to the general public or to grant to the general public any rights whatsoever.

5. This temporary construction easement shall cease and terminate within two (2) years from the date of its execution or as soon as the Grantee completes the construction of the access easement through the Grantors' parking lots to Hamilton Place Street, whichever occurs first.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this the _____ day of _____ 2017.

THE TUSKEGEE LEE BAPTIST ASSOCIATION, INC.,
An Alabama corporation:

By: _____
BILL KING
ITS DIRECTOR OF MISSIONS

B & B ALABAMA HOLDINGS, LLC,
a limited liability company,

By: _____
WILLIAM R. BLYTHE,
ITS MANAGING MEMBER

BENJIE S. WALKER

DONNA J. WALKER

THERESA S. DEAN

KAREN T. FLOURNOY

MELISSA S. GOWAN

AMY BETH GRACE

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that BILL KING, whose name as Director of Missions of THE TUSKEGEE LEE BAPTIST ASSOCIATION, INC., a corporation, is signed to the foregoing easement and who is known to me, acknowledged before me on this day that, being informed of the contents of said easement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the said bears date.

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

NOTARY PUBLIC

My Commission Expires:_____

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that WILLIAM R. BLYTHE, whose name as Managing Member of B & B ALABAMA HOLDINGS, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

THIS INSTRUMENT PREPARED BY:

GUY F. GUNTER, III
City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803
334-705-2074

STATE OF ALABAMA)
 : RECIPROCAL EASEMENT FOR
 COUNTY OF LEE) INGRESS AND EGRESS

THIS RECIPROCAL EASEMENT FOR INGRESS AND EGRESS (the “Agreement”) is made and entered into as of _____, 2017, by and among B & B Alabama Holdings, LLC, an Alabama limited liability company (hereinafter called “B & B”), The Tuskegee Lee Baptist Association, Inc., an Alabama corporation, (hereinafter called “TLBA”), Benjie S. Walker and Donna J. Walker, husband and wife (hereinafter collectively called “Walker”), Theresa S. Dean, a married woman (hereinafter called “Dean”), Karen T. Flournoy, a married woman (hereinafter called “Flournoy”), Melissa S. Gowan, a married woman (hereinafter called “Gowan”), and Amy Beth Grace, a married woman (hereinafter called “Grace”). B &B, TLBA, Walker, Dean, Flournoy, Gowan and Grace are hereinafter collectively referred to as the “Property Owners”.

RECITALS

A. B & B is the owner in fee simple of a certain parcel of land abutting upon Gateway Drive described as Lot 6, Hamilton Place, according to and as shown by that certain map or plat of said Subdivision of record in Town Plat Book 12 at Page 165 in the Office of the Judge of Probate of Lee County, Alabama (referred to herein as the “B & B Property”). The B & B Property is also described as Tax Parcel Number 43-09-06-23-1-000-001.012 according to the records in the Lee County Revenue Commissioner’s Office.

B. TLBA is the owner in fee simple of a certain parcel of land abutting upon Gateway Drive described as Lot 4 of Hamilton Place according to and as shown by plat of said Subdivision of record in Town Plat Book 12 at Page 165 in the Office of the Judge of Probate of Lee County, Alabama (referred to herein as the “TLBA Property”). The TLBA Property is also

described as Tax Parcel Number 43-09-06-23-1-000-001-010 according to the records in the Lee County Revenue Commissioner's Office.

C. Lot 5, Hamilton Place, according to and as shown by that certain map or plat of said Subdivision of record in Town Plat Book 12, at Page 165 in the Office of the Judge of Probate of Lee County, Alabama, has been developed as five (5) condominium units according to Declaration of Condominium of Hamilton Place Condominiums. Lot 5, Hamilton Place, as recorded in Deed Book 1365, at Page 1 (referred to herein as the "Condo Property") Walker [Suite A]; Dean [Suite B]; Flournoy [Suite C]), Gowan [Suite D] and Grace [Suite E] are the fee simple owners of the five condominium units as well as the common elements of the Condo Property. The Condo Property (Lot 5, Hamilton Place) abuts upon Gateway Drive.

D. The Condo Property, the B & B Property and the TLBA Property are collectively referred to herein as the "Owners' Properties".

E. The City of Opelika has installed a traffic signal at the intersection of Gateway Drive (U.S. Highway 280) and Hamilton Place Street to provide access from the Owners' Properties to Gateway Drive.

F. The Property Owners desire that their adjacent parking lots shall be connected to each other so that traffic can move from one parking lot to another without re-entering Gateway Drive.

G. The Property Owners desire to declare, grant and establish a reciprocal and non-exclusive easement with respect to their respective properties upon, across, over and along the following-described property (hereinafter referred to as the "Easement Parcel"):

Commencing at the northeast corner of Section 23, T-19-N, R-26-E, in Opelika, Lee County, Alabama; thence S4°02'45"W, 703.97 feet to the northeast corner of Lot 6, Hamilton Place as recorded in Plat Book 12, Page 165 in the office of the Judge of Probate of Lee County, Alabama; thence S0°30'45"W, along the easterly boundary of

said lot, being also the westerly R/W line of Gateway Drive, 74.13 feet to the True Point of Beginning of the Easement herein described; thence, continuing S0°30'45"W, along said R/W line, 24.00 feet; thence, leaving said R/W line, S89°48'29"W, 29.53 feet; thence S0°11'31"E, 218.25 feet; thence S31°29'52"W, 35.72 feet; thence S0°11'31"E, 4.33 feet to the southerly boundary of Lot 4 of said subdivision, also being the northerly R/W line of Hamilton Place Street; thence S82°40'00"W, along said R/W line, 23.11 feet; thence, leaving said R/W line, N0°11'31"W, 15.75 feet; thence N31°29'52"E, 33.69 feet; thence N0°11'31"W, 235.43 feet; thence N89°48'29"E, 53.82 feet to the True Point of Beginning.

Said easement lying and being in the northeast quarter of Section 23, Township 19 North, Range 26 East, in Opelika, Lee County, Alabama.

The above-described Easement Parcel is not nor is it intended to be the homestead of the Property Owners or their respective spouses.

Said Easement Parcel being further described according to diagram attached hereto as Exhibit "A".

AGREEMENT

NOW, THEREFORE, FOR THE PURPOSES SET FORTH IN THE FOREGOING

RECITALS, the Parties do hereby agree as follows:

1. **Beneficial Parties; Binding Effect.** The rights, privileges, obligations and burdens hereby imposed and all of the terms of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the Property Owners, their heirs, personal representatives, successors and assigns as well as their employees, tenants, invitees and guests.
2. **Reciprocal Easement.** Each Property Owner hereby grants to the others a non-exclusive, permanent easement for the purpose of ingress and egress to their respective properties along, over, across and upon any and all portions of the Easement Parcel.
3. **Duration of the Easement.** The duration of the easement granted herein shall be perpetual and shall run with the land.

4. **No Public Dedication.** This easement is not intended and shall not be construed, to dedicate any easements to the general public or to grant to the general public any rights whatsoever.

5. **Non-Exclusive Rights.** The easements, rights, privileges and benefits created or granted under this easement are non-exclusive. The Property Owners hereby specifically reserve the right to grant to others any such easements, rights, privileges and benefits in and to the Easement Parcel from time to time, as long as such grants do not materially prevent or interfere with the use of the Easement Parcel by the other Property Owners.

6. **Modification and Termination.** The terms, covenants, conditions and provisions of this easement may be extended, abrogated, modified, rescinded, terminated or amended, in whole or in part, only with the prior written consent of the Property Owners.

7. **Non-Interference.** B & B, TLBA, Walker, Dean, Flourney, Gowan and Grace, and their guests, tenants, patrons, vendors and invitees hereby agree not to materially interfere with the rights of the other Property Owners to use and enjoy the Easement Parcel for the purposes described above.

8. **Severability.** If any term, covenant or restriction established by this easement shall be invalid or unenforceable, the remainder of this easement shall not be affected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement as of the day and year first above written.

THE TUSKEGEE LEE BAPTIST ASSOCIATION, INC.,
An Alabama corporation:

By: _____
BILL KING
ITS DIRECTOR OF MISSIONS

B & B ALABAMA HOLDINGS, LLC,
a limited liability company,

By: _____
WILLIAM R. BLYTHE,
ITS MANAGING MEMBER

BENJIE S. WALKER

DONNA J. WALKER

THERESA S. DEAN

KAREN T. FLOURNOY

MELISSA S. GOWAN

AMY BETH GRACE

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that BILL KING, whose name as Director of Missions of THE TUSKEGEE LEE BAPTIST ASSOCIATION, INC., a corporation, is signed to the foregoing easement and who is known to me, acknowledged before me on this day that, being informed of the contents of said easement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the said bears date.

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

NOTARY PUBLIC

My Commission Expires:_____

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that WILLIAM R. BLYTHE, whose name as Managing Member of B & B ALABAMA HOLDINGS, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

THIS INSTRUMENT PREPARED BY:

GUY F. GUNTER, III
City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803
334-705-2074

RESOLUTION NO. 152-17

ROW Agreement for Sportsplex ROW from Inwoo Paek

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING A
DEVELOPMENT INDUCEMENT AGREEMENT BY AND BETWEEN
THE CITY OF OPELIKA, ALABAMA AND INWOO PAEK**

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

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

WHEREAS, Inwoo Paek (“Inwoo”) is the owner in fee simple of a parcel of land containing approximately 37.44 acres; and

WHEREAS, the proposed Connector Road will transverse the 37.44 acre parcel of land owned by Inwoo; and

WHEREAS, the construction of the proposed Connector Road will necessitate the acquisition by the City of approximately 1.7348 acres of land owned by Inwoo; and

WHEREAS, upon the completion of the Connector Road, the City will vacate a portion of the existing right-of-way of Alabama Highway 29 containing 0.56 acres; and

WHEREAS, Inwoo is willing to donate and dedicate to the City said approximately 1.7348 acres of land for the construction of the Connector Road with certain agreements on the

part of the City, which are, in the opinion of the City, essential to the success of the project; and

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

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

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

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

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

or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.

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

ATTEST:

CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

DEVELOPMENT INDUCEMENT AGREEMENT

This Development Inducement Agreement (the "Agreement") made and entered into this the ____ day of _____, 2017 by and between Inwoo Paek, hereinafter referred to as "Inwoo" and the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as the "City".

RECITALS

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

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

WHEREAS, Inwoo is the owner in fee simple of a parcel of land containing approximately 37.44 acres, according to that certain Foreclosure Deed dated April 1, 2015, of record in Deed Book 2455 at Page 123 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, the proposed Connector Road will transverse the 37.44 acre parcel of land owned by Inwoo; and

WHEREAS, the construction of the proposed Connector Road will necessitate the acquisition by the City of approximately 1.7348 acres of real property (hereinafter referred to as the "Property") owned by Inwoo as identified on the right-of-way map attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon the completion of the construction of the Connector Road, the City will vacate a portion of the existing right-of-way of Alabama Highway 29 containing approximately 0.56 acres of real property according to and as shown on the right-of-way map attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, Inwoo is willing to donate and dedicate to the City the Property containing approximately 1.7348 acres for the construction of the Connector Road with certain agreements on the part of the City, which are, in the opinion of the City, essential to the success of the Project; and

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

AGREEMENT

Attachment: Exhibit "A" Development Inducement Agreement (152-17 : ROW Agreement for Sportsplex ROW from Inwoo Paek)

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

1. Inwoo agrees to donate and convey and the City agrees to acquire and take title to the Property containing approximately 1.7348 acres, for the purpose of constructing and maintaining the Connector Road, said property being more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

2. Upon the City obtaining commitments from all other landowners whose property the Connector Road will cross, Inwoo will execute and deliver to the City a right-of-way deed for the Property in substantially the same form as attached hereto as Exhibit "C".

3. The City shall give Inwoo written notice within ten (10) days after it has obtained commitments from all other landowners regarding the acquisition of their property interests by the City for the rights-of-way necessary to construct the Connector Road. The date of closing (the "closing date") shall be the earliest possible date after the date of said notice, and in no event shall the closing date be scheduled later than thirty (30) days after said notice is given by the City to Inwoo. Unless otherwise agreed, the transaction shall be closed at the City's legal office located at 608 Avenue A, Opelika, Alabama. If, despite the City's good faith efforts, the City cannot obtain commitments from all other property owners within two (2) years after the date of this Agreement, then this Agreement shall be NULL AND VOID and neither the City nor Inwoo shall have any further liability or obligation to each other.

4. At closing, the Property shall be conveyed to the City by right-of-way deed in substantially the form attached hereto as Exhibit "C", free and clear of all liens and encumbrances whatsoever, except the following permitted exceptions:

- a. Liens for ad valorem taxes not yet due and payable.
- b. All utilities physically in existence across or over said property.
- c. All ordinances or governmental regulations (including subdivision, building and zoning laws) relating to the possession or use of said property.

In the event said title is found to be defective and not good and merchantable, then upon notification by the City to Inwoo, Inwoo shall have a reasonable time to correct any defects, but if any such defects are not corrected within a reasonable period of time, then all rights and obligations arising hereunder shall terminate.

5. At closing, Inwoo shall deliver possession of the Property to the City free and clear of all uses, occupancies and tenancies. Inwoo shall have the right to occupy and use the property before closing.

6. At closing, the City shall be responsible for recording fees and for the preparation of the right-of-way deed (Exhibit "C"). Inwoo shall pay the costs of curing, remedying or removing any liens, assessments, delinquent taxes or title defects. The City shall pay all costs

associated with the vacation of the portion of Alabama Highway 29 described in paragraph 10 below. Each party will pay their own legal fees of closing this transaction.

7. The City agrees to accept the Property in AS-IS condition, without warranty by Inwoo as to the condition of the property, and Inwoo shall not be liable or held responsible in any manner for any condition of the Property which is in violation of any environmental, archaeological or other federal or state law, regulation or rule whether such violation pre-dated this Agreement or otherwise. The provisions of this section are subject to the warranties of title as forth in section 4 above.

8. The City shall, at its sole expense, construct the Connector Road in accordance with plans and drawings provided to Inwoo on May 9, 2017.

9. The City agrees to extend the sanitary sewer line from the Sportsplex to West Point Parkway and Interstate 85 at Exit 64 in accordance with plans and drawings provided to Inwoo on May 9, 2017. Said sanitary sewer line will be accessible by Inwoo to his property. The City agrees that said sanitary sewer line will be completed simultaneously with the construction of the Connector Road.

10. Upon the completion of the construction of the Connector Road, the City and Inwoo agree to vacate a portion of the existing right-of-way of Alabama Highway 29 containing approximately 0.56 acres of real property according to and as shown on the right-of-way map attached hereto as Exhibit "B" and incorporated herein by reference. The parties agree that there shall be reserved to the City an easement for all existing utilities presently situated upon, along or under the vacated portion of Alabama Highway 29. Inwoo agrees to promptly execute all petitions, consents and other documents necessary to vacate said portion of Alabama Highway 29 as shown on Exhibit "B". Inwoo also agrees to execute all easements and/or documents necessary to reserve unto the City an easement for all utilities presently existing upon, along or under the vacated portion of Alabama Highway 29. The City agrees to waive any fees associated with the vacation of the right-of-way. The City shall follow the relevant procedures for vacating streets set forth in §§23-4-2(b), 23-4-20 and 36-25A-3, *Code of Alabama* 1975. Following the approval by the City Council, the City will execute and deliver a quitclaim deed to Inwoo describing the vacated right-of-way.

11. After closing, the City agrees, at Inwoo's option, to re-convey the Property to Inwoo by statutory warranty deed if the City either (a) fails to begin the grading of the Connector Road right-of-way within two (2) years of the closing date; or (b) fails to install the sanitary sewer line within two (2) years from the closing date. If either of said contingencies occur within two (2) years of the closing date (i.e. (1) the City begins the grading of the road or (2) the City installs the sewer line), the City shall retain title to the Property and the Property shall not revert to Inwoo.

12. Inwoo shall pay all ad valorem taxes assessed against the Property due and payable on October 1, 2017. The City shall be responsible for the payment of all ad valorem taxes assessed against the Property in subsequent years.

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

IF SENT TO THE CITY:

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

IF SENT TO INWOO:

Inwoo Paek
1575 Hamilton Hill
Auburn, AL 36830

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

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

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

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

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

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

19. Time is of the essence of the performance of Inwoo's and the City's obligations hereunder.

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

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

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

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


 INWOO PAEK

THE CITY OF OPELIKA, ALABAMA

BY: _____
 GARY FULLER, ITS MAYOR

ATTEST:

 ROBERT G. SHUMAN,
 CITY CLERK

STATE OF ALABAMA
COUNTY OF ~~LEE~~ *Chambers*

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

GIVEN under my hand and seal of office this the 6th day of July, 2017.

NOTARY PUBLIC
MY COMMISSION EXPIRES:



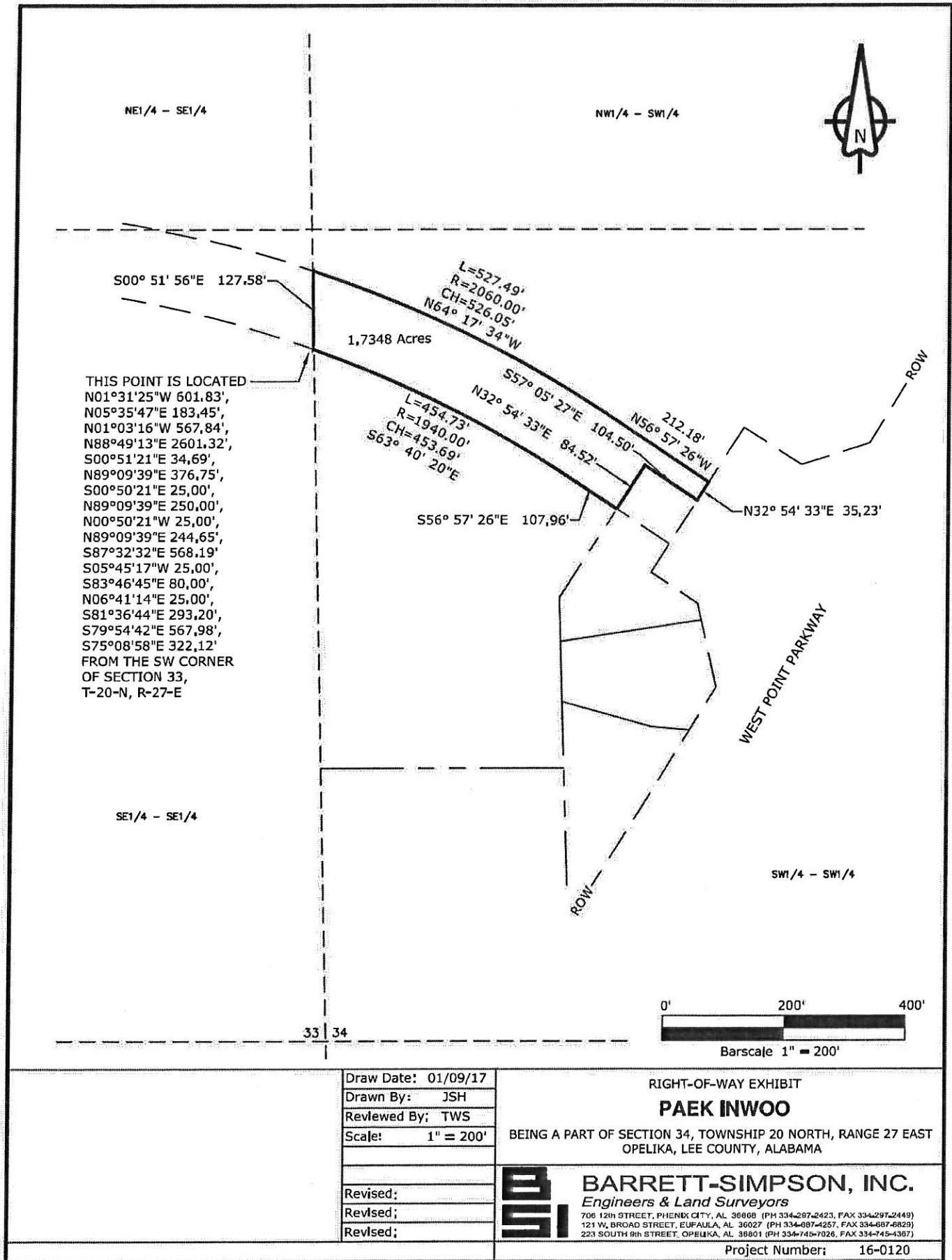
STATE OF ALABAMA
COUNTY OF LEE

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

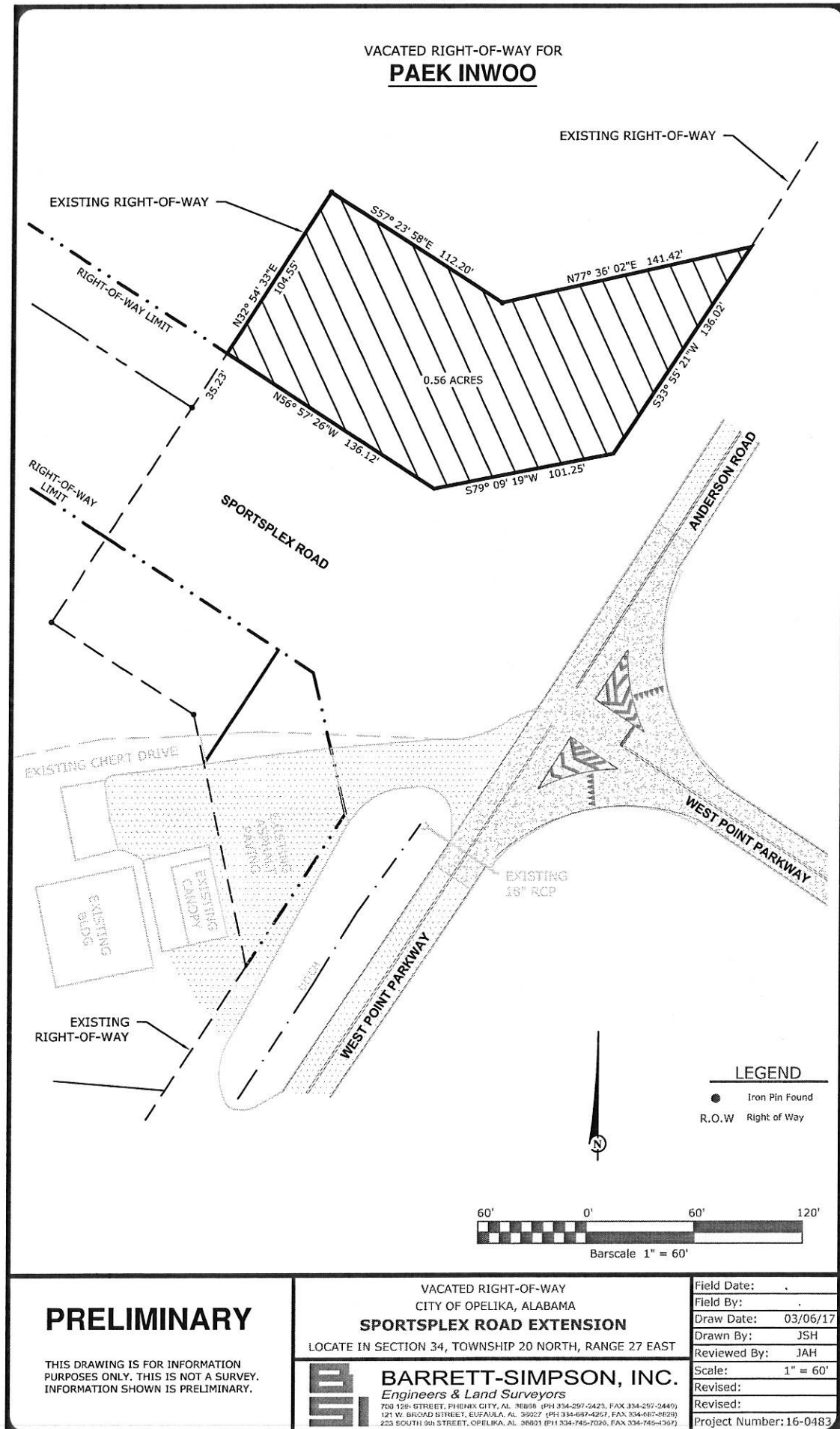
GIVEN under my hand and official seal of office this the ____ day of _____, 2017.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

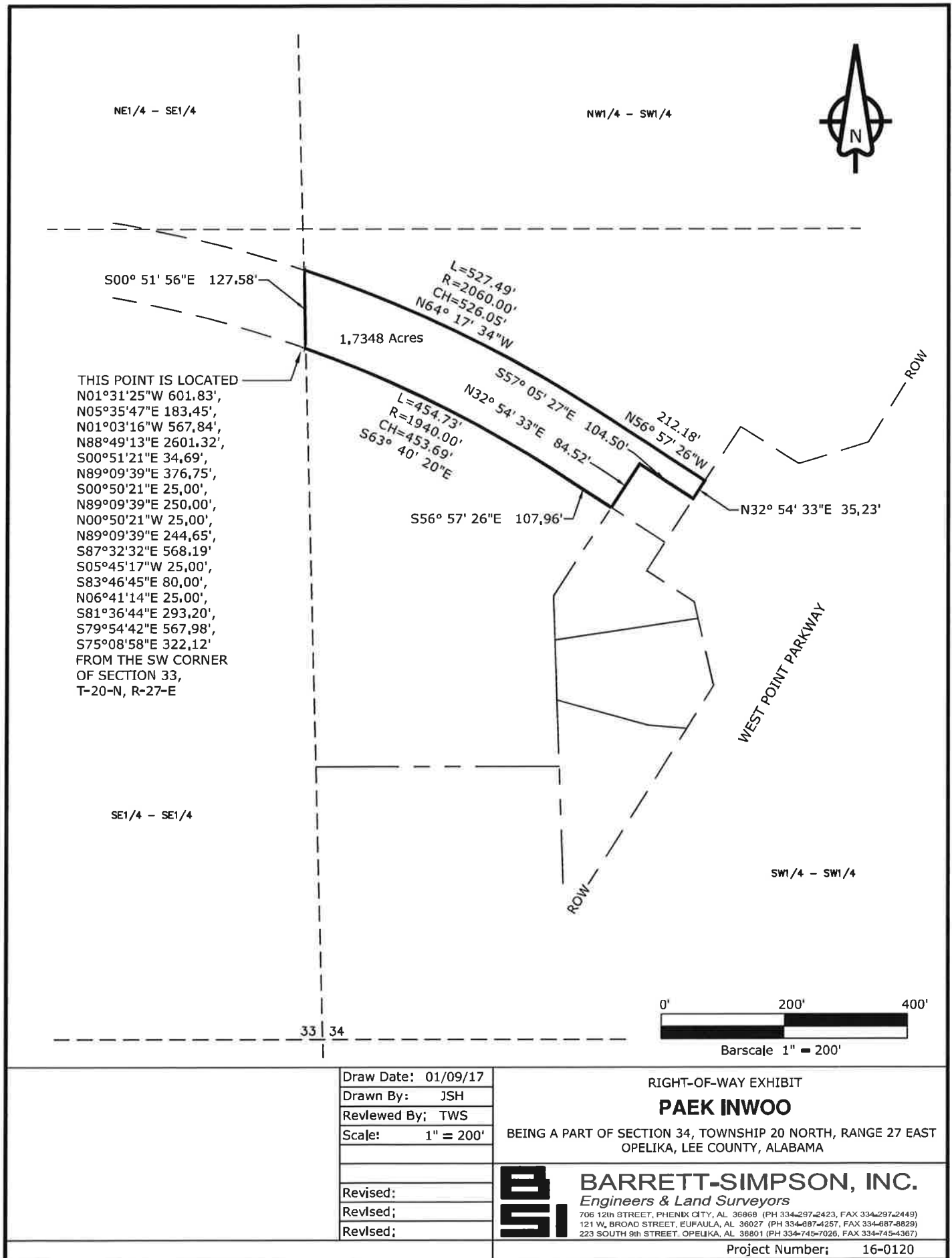
Exhibit A



Attachment: Exhibit "A" Development Inducement Agreement (152-17 : ROW Agreement for Sportsplex ROW from Inwoo Paek)

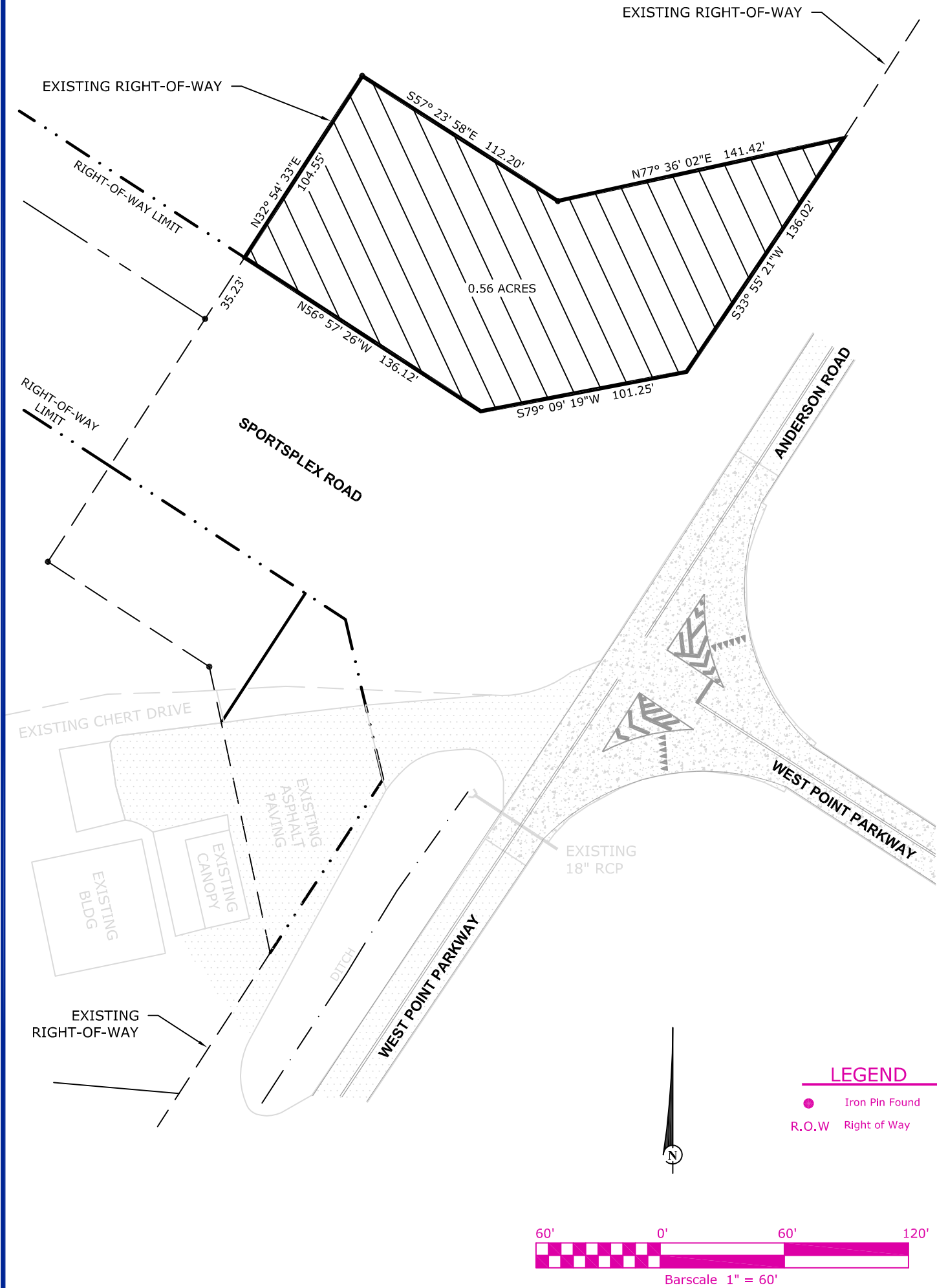
Exhibit "B"

Attachment: Exhibit "A" Development Inducement Agreement (152-17 : ROW Agreement for Sportsplex ROW from Inwoo Paek)



Attachment: Paek Inwoo Illustration needed ROW (152-17 : ROW Agreement for Sportsplex ROW from Inwoo Paek)

VACATED RIGHT-OF-WAY FOR
PAEK INWOO



Attachment: PAEK INWOO - SPORTSPLEX ROW TO BE VACATED (152-17 : ROW Agreement for Sportsplex ROW from Inwoo Paek)

PRELIMINARY

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

VACATED RIGHT-OF-WAY
CITY OF OPELIKA, ALABAMA
SPORTSPLEX ROAD EXTENSION
LOCATE IN SECTION 34, TOWNSHIP 20 NORTH, RANGE 27 EAST



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

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

ORDINANCE NO. (ID # 2287)

Amend Zoning Ord & Map: 1500 Block Spring Drive, R-3, GC to C-3, GC - 1st Reading.

ORDINANCE NO. _____

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

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

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

From a R-3, GC District (Low-Density Residential, Gateway Corridor Overlay District) to a C-3, GC District (General Commercial, Gateway Corridor Overlay District), the parcel of land hereinafter described:

Lots One through Twenty (1-20) and Twenty-five through Forty (25-40), Spring Hill Heights Subdivision, according to and as shown on map or plat of said subdivision of record in Town Plat Book 3 at Page 12, in the Office of the Judge of Probate of Lee County, Alabama;

ALSO,

Commence at a 5/8” solid iron pin at the northeast corner of the intersection of Spring Drive and Blanton Avenue in the City of Opelika, Lee County, Alabama and the POINT OF BEGINNING of the property herein to be described; from said POINT OF BEGINNING, thence run N 71°57’16” E 501.31’ along the northerly margin of Blanton Avenue, to an iron pin at the northwest corner of the intersection of Lowndes Street and Blanton Avenue; thence leaving said margin, run S 03°40’48” E 19.93’ to

an iron pin; thence run S 71°53'17" W 100.03' to an iron pin; thence run S 03°40'48"E 19.81' to an iron pin on the southerly margin of Blanton Avenue; thence run S 71°57'16"W 300.04' along said margin, to an iron pin; thence leaving said margin, run N 03°40'48: W 19.81' to an iron pin; thence run S 72°00'07" W 100.58' to an iron pin; thence run N 05°32'35" W 19.81' to an iron pin and the original POINT OF BEGINNING.

The above-described property is located in Section 15, T-19-N, R-26-E, in the City of Opelika, Lee County, Alabama; contains 0.355 acres, more or less and is a portion of the vacated right-of-way of Blanton Avenue lying between Spring Drive and Lowndes Street.

The above-described parcels of land contain 3.8 acres, more or less, and are located in the 1500 block of Spring Drive. The subject properties are bounded on the west by Spring Drive, on the north by Dale Avenue and on the east by Lowndes Street.

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

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

ADOPTED AND APPROVED this the ____ day of _____, 2017.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2338)

Amend City Code, Section 17-3, Establishing Time & Place of Holding Municipal Court - 1st Reading.

CITY ORDINANCE NO. _____

An Ordinance Amending Section 17-3 of the
Code of Ordinances of the City of Opelika; Establishing
Time and Place of Holding Municipal Court

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

Section 1. **Amendment.** That Section 17-3 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended to read as follows:

Section 17-3. Time and place of holding court.

The municipal court shall hold court at the Police Department, 501 South 10th Street, in the municipal courtroom provided therefor, unless otherwise ordered by the presiding municipal judge, each Wednesday, beginning at 9:00 a.m., except when such day is a legal holiday, in which event court shall not be held on such day. Court may be held at such other times and from time to time as shall be directed by the presiding municipal judge.

Section 2. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

Section 3. **Effective Date.** This ordinance and the section adopted shall become effective and enforced on October 1, 2017.

ADOPTED AND APPROVED this the ____ day of _____, 2017.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2346)

Public Improvement Ordinance / Sutton Way SD - 1st Reading.

PUBLIC IMPROVEMENT ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE CONSTRUCTION
OF CERTAIN SANITARY SEWERS AND APPURTENANCES
THERE TO WITHIN THE RIGHT-OF-WAY OF SUTTON WAY**

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

Section 1. That sanitary sewers shall be constructed within the right-of-way of Sutton Way in the City of Opelika, Alabama, with the materials and in the manner hereinafter specified for the purpose of draining, serving or benefitting the area as more fully described. The sanitary sewer main and improvements will be constructed to serve fourteen (14) residential lots within its service area. The said sewers shall be constructed in accordance with full details, drawings, specifications and surveys prepared by Barrett-Simpson, Inc., on file in the office of the City Engineer, 700 Fox Trail, Opelika, Alabama.

Section 2. That said sanitary sewer main of PVC pipe eight inches in diameter and appurtenances shall be constructed between the terminal points and in the area hereinafter designated, the centerline of the sanitary sewer main to be constructed being described as follows:

Beginning at a point which is 1.55 feet north of and 10.88 feet west of the intersection of the prolongation of the centerline of Sutton Way and the easterly right of way of Cunningham Drive, said point being Station 0+00, the center of Existing Manhole 1; thence N89°28'00"W, 223.61 feet to a point which is 4.82 feet northeasterly of the centerline of the aforementioned Sutton Way and is Station 2+23.61, the center of Proposed Manhole 2; thence N81°20'02"W, 163.19 feet to a point which is 4.80 feet northeasterly of the centerline of Sutton Way and is Station 3+86.80, the center of Proposed Manhole 3; thence N89°58'47"W, 279.29 feet to a point which is 5.37 feet north of the centerline of Sutton Way and is Station 6+66.09, the center of Proposed Manhole 4 and the end of the sewer main.

The sanitary sewer main to be constructed shall commence at an existing manhole located in the intersection of the right-of-way of Cunningham Drive and Sutton Way and shall run in a generally westerly direction along the right-of-way of Sutton Way for approximately 667.00 feet to the existing cul-de-sac at the end of Sutton Way.

Section 3 That said sanitary sewers hereinabove described shall be constructed with the necessary manholes, connections, and appurtenances, in accordance with full details, drawings, specifications, surveys, and estimates, prepared by Barrett-Simpson, Inc., on file in the office of the City Engineer, 700 Fox Trail, Opelika, Alabama, where property owners who may be affected by said public improvements may see and examine the same. Said sewers and appurtenances shall be constructed of the materials hereinafter specified. The sewer improvements provided for in this ordinance shall generally consist of the following, to-wit:

- (a) Construction or installation of a gravity sanitary sewer of PVC Pipe, SDR 26, eight (8) inches in diameter, for a distance of 667 feet.
- (b) Construction or installation of lateral sanitary sewer service lines of PVC pipe, SDR 26, four (4) inches in diameter, for a total distance of 502 feet, extended to the Right of Way of the respective streets mentioned above.
- (c) Construction or installation of all incidentals, appurtenances, and manholes as describe above.

Section 4 That said sanitary sewers and appurtenances mentioned above and described in sections 2 and 3 of this Ordinance shall be constructed for the purpose of draining, serving or benefitting the area or territory in the City of Opelika, Alabama described as follows; to wit: the following designated lots or parcels of land according to and as shown by recorded plats of record in the Office of the Judge of Probate of Lee County, Alabama, to-wit:

- (a) Lot 1 of Sutton Way Phase One, as recorded in Plat Book 9, at Page 149 in the Office of the Judge of Probate of Lee County, Alabama.
- (b) Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Sutton Way Phase Two, as recorded in Plat Book 20, at Page 14 in the Office of the Judge of Probate of Lee County, Alabama.

(c) Lots 13 and 14, Sutton Way Phase Three, as recorded in Plat Book 20, at Page 76 in the Office of the Judge of Probate of Lee County, Alabama.

The street addresses of the abovementioned lots or parcels of land to be drained, served or benefitted by said sanitary sewer main are as follows:

2502 Cunningham Drive, 2801 Sutton Way, 2802 Sutton Way, 2803 Sutton Way, 2804 Sutton Way, 2805 Sutton Way, 2806 Sutton Way, 2807 Sutton Way, 2808 Sutton Way, 2809 Sutton Way, 2810 Sutton Way, 2811 Sutton Way, 2812 Sutton Way and 2813 Sutton Way.

That said sanitary sewers and appurtenances mentioned above and described herein shall be constructed in the City of Opelika between the terminal points described in section 2 above and for the purpose of draining, serving or benefitting the areas herein above designated and described.

Section 5. That the cost of the construction of the public improvements authorized by this Ordinance shall, after completion and acceptance thereof, be assessed in fair proportion against all of the lots or tracts of land lying within the district or territory drained, served or benefitted by the aforesaid sanitary sewers; provided, however, that the assessment shall not exceed the total cost of said improvement, and the amount so assessed shall not exceed the increased value of such property by reason of the special benefits derived from said improvement, and no charge assessed upon or against any lot or parcel of land drained, served or benefitted by said sanitary sewers shall be greater than the increased value of such property by reason of the special benefits derived from said improvement.

Section 6. That the City Council of the City of Opelika shall meet in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama at 7:00 p.m. on the 5th day of September, 2017 to hear any objections or remonstrances that may be made to said improvements, the manner of making the same or the character of the material or materials to be used.

Section 7. That this Ordinance shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation published in the City of Opelika, and a copy of said Ordinance shall be sent by registered or certified mail, postage prepaid, to the persons last assessing for City taxation the property which may be assessed for the cost of said

public improvements, at their last known address, notices to be mailed not less than ten (10) days before the date of the meeting provided for in Section 6 of this Ordinance.

ADOPTED AND APPROVED this the ____ day of _____, 2017.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2336)

City investment options, CDARS program - 1st Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SUBSECTION 2-3(b) OF THE
CODE OF ORDINANCES OF THE CITY OF OPELIKA; CDARS
PROGRAM ADDED AS AN INVESTMENT TYPE**

WHEREAS, in 2009, the Alabama Legislature amended state law to permit the investment of public funds through the Certificate of Deposit Account Registry Service (“CDARS”); and

WHEREAS, CDARS consists of a network of banks around the country; and

WHEREAS, through a local CDARS member bank, the City of Opelika, Alabama (the “City”) can purchase certificates of deposit from other banks around the country; and

WHEREAS, Federal Deposit Insurance Corporation (“FDIC”) insurance is limited to \$250,000 in deposits per owner at a single insured bank; and

WHEREAS, through the CDARS Program, small and medium banks can offer their customers insurance on deposits greater than \$250,000-the usual maximum to be insured-because the excess is placed with other banks; and

WHEREAS, large deposits over \$250,000 are broken into smaller amounts and placed with other banks that are members of the CDARS network; and

WHEREAS, member banks can issued CDs in amounts under \$250,000 so that the entire investment is eligible for FDIC insurance; and

WHEREAS, City staff has recommended that the City participate in the CDARS Program.

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

Section 1. **Amendment.** That Subsection 2-3(b) of the *Code of Ordinances* of the City of Opelika is hereby amended to read as follows:

(b) Investments. Any municipal funds not presently needed for other purposes may be invested in any of the following:

- (1) U.S. dollar-denominated deposit account and certificates of deposit with banks or savings institutions organized under the laws of the United States or State of Alabama in amounts which are fully insured to the holder by the Federal Deposit Insurance Corporation or by the Federal Savings and Loan Insurance Corporation (insured deposits), and in amounts in excess of the insured deposits; provided, that all amounts in excess of the insured deposit shall be secured at all times by a perfected lien or security interest in pledged collateral in accordance with the provisions of paragraph (c) hereof. All municipal funds shall be deposited in financial institutions located within the State of Alabama.
- (2) United States Treasury Notes.
- (3) U.S. Treasury Bonds.
- (4) Certificates of Account Registry Service (CDARS) placed with a local CDARS member. CDARS are fully insured as to principle and interest that may be accrued by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Association (NCUA).

Section 2. **Investment Authority.** That the City Council hereby delegates to the City Clerk/Treasurer the discretionary authority to deposit, invest or re-invest surplus funds of the City. Without limiting his discretion in any way, the City Clerk/Treasurer is hereby expressly authorized to invest City funds in the CDARS Program.

Section 3. **Signatory Authority.** That the Mayor and the City Clerk are hereby authorized to sign, execute and initial all contracts and other documents on behalf of the City required for participation in the CDARS Program.

Section 4. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

Section 5. **Effective Date.** This ordinance and the section adopted shall become effective and enforced immediately upon its passage and publication as required by law.

ADOPTED AND APPROVED this the ____ day of _____, 2017.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK