



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
January 2, 2018
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
5. READING OF MINUTES
 1. Council Meeting Minutes from the 12-19-17 City Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. O'Wingz Cafe Request Restaurant Retail Liquor & On-Premise Beer License.
 2. Public Hearing - Weed Abatement Assessment - 1314 West St.
 3. Public Hearing - Weed Abatement Assessment - 1621 4Th Avenue
 4. Public Hearing - Weed Abatement Assessment - 1623 4Th Avenue
 5. Public Hearing - Weed Abatement Assessment - 1625 4Th Avenue
12. AWARDING OF BIDS
13. RESOLUTIONS
 1. Utility Easement Encroachment, Agreement with Joe E. Simpkins - TABLED.
 2. Expense Reports from Various Departments.
 3. Weed Abatement Assessment - 1314 West St.
 4. Weed Abatement Assessment - 1621 4Th Avenue
 5. Weed Abatement Assessment - 1623 4Th Avenue
 6. Weed Abatement Assessment - 1625 4Th Avenue
 7. Contract, FY2018 Appropriation, EAMC Ambulance Service.
 8. Appoint Election Officials for the City's Special Election on 2-13-18.

9. Support State Legislation, Sunday Alcohol Sales Same as Other Days.
14. ORDINANCES
15. APPOINTMENTS
 1. Nomination of Tipi Miller to fill vacancy on Board of Education.
16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 2647)

Meeting: 01/02/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2647

Council Meeting Minutes from the 12-19-17 City Council Meeting.



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

December 19, 2017

TIME: 7:00 PM

1. Call to Order

President pro-tem Jones called the council meeting to order and asked Mr. Shuman to call the roll.

2. Roll Call

All city council members were present except President Smith.

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

3. Invocation

Pastor Larry Torbert provided the invocation.

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

4. Pledge of Allegiance

Braedyn and Blakely lead the Plead of Allegiance.

1. Braedyn Williams and Blakely Parrish from Morris Avenue Intermediate School.

5. Reading of Minutes

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

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

1. November 2017 Building Report

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the November 2017 Building Permit report.

2. Recognize the recent Huntingdon College graduates.

Mayor Fuller asked Tiffany Chandler to come forward to assist in recognizing the recent Huntingdon College graduates.

3. Recognize Daryl Mitchell - 2017 Ward 2 Community Service Award.

Mayor Fuller asked Council member Tiffany Pitts to assist in recognizing Daryl Mitchell in receiving the 2017 Ward 2 Community Service Award.

4. Recognize Juanita Slaughter, Johnnie Mae Gibson, Shirley Farley, Peggy Baskin - Completed 1st Senior Tech Computer Session.

Mayor Fuller and Council member Tiffany Pitts recognized several Ward 2 citizens that had recently completed the first Senior Tech Computer session.

8. Citizen Communications

(Limit comments to five minutes or less)

Keith Gibson stated he and his family had recently moved to Opelika and the tap water is not drinkable. I called Opelika Utilities and was told it was a seasonal issue and they are working on it. I called the Mayor's office and was told water issues was handled by Opelika Utilities but, he could speak to the Mayor and City Council at the next council meeting. What is the problem? How long will it last? I have not been given an explanation. President pro-tem Jones advised Mr. Gibson that she serves on the Utilities Board and would discuss his concerns with the Opelika Utilities General Manager and will get back with him. Mr. Gibson said thank you.

Tiffany Tyson, 1409 Sandray Drive, distributed pictures of her neighbors property to the Council. I am extremely disturbed about my neighbor's above ground pool and other structures in his backyard. I am against the proposed Utility Encroachment agreement with Joe Simpkins. His above ground pool is in the utility right of way. It is effecting the value of my property.

Joe Simpkins, 1501 Sandray Drive, stated that permits were not needed to construct the above ground pool and other structures in his back yard. He said that he had worked with Matt Mosley in the City's Planning department and all are in compliance with city code. My above ground pool is about 2 1/2 feet in the city easement and is not causing a problem. Thanks.

9. Report of Disbursements

10. Committee Reports

11. General Business

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

President pro-tem Jones called on Mr. Shuman to handle the public hearings. Mr. Shuman stated the public hearing was for a weed abatement assessment at 1211 Old Columbus Road. Ms. Jones asked if there was anyone present that would like to speak for or against said assessment. No one came forward. Ms. Jones closed the public hearing.

2. Public Hearing for Demolition - 111 S. Railroad Avenue.

Mr. Shuman stated the public hearing was for a proposed demolition at 111 South Railroad Avenue. Ms. Jones asked if there was anyone present that would like to speak for or against said demolition. Antione Harvis stated he and some investors intend to purchase said property and repair it. He wanted the City to know of their intent. Mayor Fuller asked the council to approve the resolution and that he and his staff would work with the group. Guy Gunter, City Attorney, stated the Mayor has 180 days to delay demolition and work with the group after the resolution is approved. Ms. Jones closed the public hearing.

12. Awarding of Bids

1. Bids 317-17 Design & Construction of Three-Sided Metal Building-OPS

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. Bids 318-17 Sportsplex Road Extension - ENG

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

13. Resolutions

1. Resolution 319-17 Expense Reports from Various Departments.

RESULT: **APPROVED [3 TO 0]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon
ABSTAIN: Tiffany Gibson-Pitts
ABSENT: Eddie Smith

2. Resolution 320-17 Designate City Personal Property Surplus & Authorize Disposal

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

3. Resolution 321-17 Purchase-Furniture for New Fire Dept-State Contract #T390-FD

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

4. Resolution 322-17 Weed Abatement Assessment - 1211 Old Columbus Rd.

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

5. Resolution 323-17 Resolution for Demolition - 111 S. Railroad Avenue

Mr. Canon's motion to approve was subject to the Mayor and his staff having six months to work with the group purchasing said property.

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

6. Resolution 324-17 FY2018 Appropriation Contract, Opelika Chamber of Commerce.

- 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
7. Resolution Utility Easement Encroachment, Agreement with Joe E. Simpkins
RESULT: **TABLED [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
8. Resolution 325-17 Geneva Street Sidewalk Improvements TAP Engineering Services
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
9. Resolution 326-17 Geneva St Sidewalk Engineering Services General Fund
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
10. Resolution 327-17 Mutual Aid Agreement with Electric Cities of Georgia (OPS)
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
11. Resolution 328-17 Support Legislation for Licensing & Registration of All Child-Care Facilities and Child-Daycare Facilities.
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
12. Resolution 329-17 Sportsplex Rd ROW Development Inducement Agreement, Morgan & Boothe.

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

13. Resolution 330-17 FY2018 Appropriation Contract, Employers Child Care Alliance.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

ABSENT: Eddie Smith

14. Ordinances

1. Ordinance 133-17-ORD Electric System Revenue Refunding Warrant, Series 2017 - 1St Reading.

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

Ayes Pitts, Smith T, Canon, Jones.

Nays None.

RESULT: **FIRST READING AND APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

ABSENT: Eddie Smith

15. Appointments

There were no appointments.

16. Adjourn

The City Council meeting minutes of December 19, 2017 are hereby adopted and approved this the _____ day of _____, 2018.

/s/

President of City Council

City of Opelika, Alabama

ATTEST:

/s/

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The council meeting ended at 7:56 PM.

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/02/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 2636)

DOC ID: 2636

O'Wingz Cafe Request Restaurant Retail Liquor & On-Premise Beer License.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/02/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 2639)

DOC ID: 2639

Public Hearing - Weed Abatement Assessment - 1314 West St.

WEED ABATEMENT INVOICE**Date: 12/22/2017****To: Emmet Frazier c/o Fannie Roberts
20 Lee Rd 2150
Opelika AL 36801****Property Address:
1314 West St.
Opelika al. 36801****Parcel # 10-04-18-2-002-077.000**

On November 3, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 159.07

Certified mail: 12.98

Misc.

Total 172.05

Attachment: WEED INVOICE 1314 West St (2639 : Notice of Public Hearing - Weed Abatement Assessment - 1314 West St.)

To: **Emmet Frazier c/o Fannie Roberts**
20 Lee Rd 2150
Opelika AL 36801

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1314 West St., Parcel 10-04-18-2-002-077.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1314 West St., Parcel No. 077.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$172.05.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of January, 2018.

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

Dated this the 22nd day of December, 2017.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, (2639 : Notice of Public Hearing - Weed Abatement Assessment - 1314 West St.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/02/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 2641)

DOC ID: 2641

Public Hearing - Weed Abatement Assessment - 1621 4Th Avenue

WEED ABATEMENT INVOICE

Date: 12/22/2017

**To: Mickey Carter
420 Bence St.
Newsite, AL 36256**

**Property Address:
1621 4th Avenue
Opelika AL 36801**

Parcel # 09-06-13-1-001-030.000

On November 15, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 275.00

Certified mail: _____

Misc. _____

Total 275.00

Attachment: WEED INVOICE (2641 : Notice of Public Hearing - Weed Abatement Assessment - 1621 4Th Avenue)

To: **Mickey Carter**
420 Bence St.
Newsite, Al. 36256

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1621 4th Avenue, Parcel 09-06-13-1-001-030.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1621 4th Avenue, Parcel No. 030.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$275.00.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of January, 2018.

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

Dated this the 22nd day of December, 2017.

 Jerry Bush
 Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/02/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 2643)

DOC ID: 2643

Public Hearing - Weed Abatement Assessment - 1623 4Th Avenue

WEED ABATEMENT INVOICE

Date: 12/22/2017

**To: Mickey Carter
420 Bence St.
Newsite, Al. 36256**

**Property Address:
1623 4th Avenue
Opelika Al. 36801**

Parcel # 09-06-13-1-001-029.000

On November 15, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 250.00

Certified mail: _____

Misc. _____

Total 250.00

To: **Mickey Carter**
420 Bence St.
Newsite, AL 36256

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1623 4th Avenue, Parcel 09-06-13-1-001-029.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1623 4th Avenue, Parcel No. 029.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$250.00.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of January, 2018.

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

Dated this the 22nd day of December, 2017.

 Jerry Bush
 Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/02/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 2645)

DOC ID: 2645

Public Hearing - Weed Abatement Assessment - 1625 4Th Avenue

WEED ABATEMENT INVOICE

Date: 12/22/2017

**To: Mickey Carter
420 Bence St.
Newsite, Al. 36256**

**Property Address:
1625 4th Avenue
Opelika Al. 36801
Parcel # 09-06-13-1-001-028.000**

On November 15, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>300.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>312.98</u>

Attachment: WEED INVOICE 1625 4th Ave (2645 : Notice of Public Hearing - Weed Abatement Assessment - 1625 4Th Avenue)

To: **Mickey Carter**
420 Bence St.
Newsite, AL 36256

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1625 4th Avenue, Parcel 09-06-13-1-001-028.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1625 4th Avenue, Parcel No.028.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$312.98.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 2nd day of January, 2018.

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

Dated this the 22nd day of December, 2017.

 Jerry Bush
 Code Compliance Officer

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

RESOLUTION NO. (ID # 2628)

Utility Easement Encroachment, Agreement with Joe E. Simpkins - TABLED.

STATE OF ALABAMA

COUNTY OF LEE

UTILITY ENCROACHMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

“Encroachment Area”); and

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Removal of Encroachments upon Repair and/or Replacement of Drainage

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

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

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

To the City:

Mayor

City of Opelika

P.O. Box 390

Opelika, AL 36803

To the Owner:

Joe E. Simpkins

1501 Sandray Drive

Opelika, AL 36801

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF OPELIKA, ALABAMA

By: _____

GARY FULLER, ITS MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA

COUNTY OF LEE

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

JOE E. SIMPKINS

STATE OF ALABAMA

COUNTY OF LEE

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESOLUTION NO. _____

RESOLUTION APPROVING UTILITY ENCROACHMENT

AGREEMENT WITH JOE E SIMPKINS

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

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

WHEREAS, the Owner has requested permission of the City to maintain an above-

ground pool which intrudes approximately 2.5 feet into the drainage easement; and

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

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

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

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

1. That the proposed Utility Encroachment Agreement to be entered into between the City and Joe E. Simpkins, a copy of which is attached hereto as Exhibit “A”, is hereby approved, authorized, ratified and confirmed.
2. That the Mayor is hereby authorized and directed to execute and deliver said Utility Encroachment Agreement in the name and on behalf of the City, and the City Clerk is hereby authorized to attest the same.
3. That this Resolution shall take effect upon its passage and adoption by the City Council.

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

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

ATTEST:

CITY CLERK



Attachment: 1501 sandray exhibit pictures (2628 : Easement Encroachment Agreement with Joe E. Simpkins - TABLED)



RESOLUTION NO. 001-18

Expense Reports from Various Departments.

RESOLUTION NO. _____

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

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

Employee	Department	\$ Amount
-----	-----	
Barbara Kent	P&R	89.04
Stephen Dawe	IT	66.76
Lori Huguley	ED	40.00

-) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.
- 5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2018.

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

DEPARTMENT

PERIOD ENDING

Name Barbara kent

Department Parks & Rec

12/2/17

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
							BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI 12/1	Columbus, Ga	89.04										89.04
SAT												0.00
WEEKLY CATEGORY TOTALS \$		89.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.04

WEEKLY TOTAL EXPENSES ↑

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

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Seminar

METHOD OF REIMBURSEMENT

☐DEDUCT FROM
MY ADVANCE☒

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Barbara Kent

1200 Blackhawk Dr

Opelika, AL 36801

Barbara A. Kent

APPROVED BY Sam Bailey

EXPENSE REPORT

NAME

Stephen Dawe

DEPARTMENT

Information Technology

PERIOD ENDING

12/22/2017

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MSC EXIENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
							BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON 12/11	San Diego, CA				24.48							24.48
TUE 12/12	San Diego, CA						17.81		24.47			42.28
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	24.48	0.00	17.81	0.00	24.47	0.00	0.00	86.76

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
12/12	Stephen Dawe	7:41AM Copa-Vida	Breakfast	17.81	
12/12	Stephen Dawe	4:31PM The Crack Shack	Dinner	24.47	

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

US Ignite Smart City Financing Workshop

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
12/11	Taxi	24.48

SIGNATURE

APPROVED BY

Expense Report

Name

Department

Economic Development

Period Ending

Lori Huguley

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

[illegible]

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL							NUMBER OF DAYS AWAY FROM HOME	
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE		NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS	NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS	
						100%	0	
						100%	% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS	
						100%	0	
						100%	NATURE OR PURPOSE OF TRAVEL	
						100%	Economic Development Trip Italy	
							METHOD OF REIMBURSEMENT	
							☐	
							DEDUCT FROM M1 OR	

ITEMIZED AUTOMOBILE EXPENSES			ITEMIZED MISCELLANEOUS EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, TEC.	AMOUNT	DATE	ITEMS	AMOUNT
			12/2-9/17	Out of pocket tips, misc	40.00

[Signature]
SIGNATURE

[Signature]
APPROVED BY

RESOLUTION NO. 002-18

Weed Abatement Assessment - 1314 West St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1314 West St., Parcel No. 077.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1314 West St., parcel no. 077.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1314 West St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of January 2018 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$172.05 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1314 West St., Parcel no. 077.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-002-077.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2018.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 12/22/2017****To: Emmet Frazier c/o Fannie Roberts
20 Lee Rd 2150
Opelika AL 36801****Property Address:
1314 West St.
Opelika al. 36801****Parcel # 10-04-18-2-002-077.000**

On November 3, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 159.07

Certified mail: 12.98

Misc.

Total 172.05

Attachment: WEED INVOICE 1314 West St (002-18 : Weed Abatement Assessment - 1314 West St.)

RESOLUTION NO. 003-18

Weed Abatement Assessment - 1621 4Th Avenue

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1621 4th Avenue, Parcel No. 030.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1621 4th Avenue, parcel no.030.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1621 4th Avenue, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of January 2018 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$275.00 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1621 4th Avenue, Parcel no.030.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-1-001-030.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2018.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 12/22/2017****To: Mickey Carter
420 Bence St.
Newsite, Al. 36256****Property Address:
1621 4th Avenue
Opelika Al. 36801****Parcel # 09-06-13-1-001-030.000**

On November 15, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 275.00

Certified mail: _____

Misc. _____

Total 275.00

Attachment: WEED INVOICE (003-18 : Weed Abatement Assessment - 1621 4Th Avenue)

RESOLUTION NO. 004-18

Weed Abatement Assessment - 1623 4Th Avenue

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1623 4th Avenue, Parcel No. 029.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1623 4th Avenue, parcel no. 029.000 has been removed as provided for and required by law; and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1623 4th Avenue, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of January, 2018 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$250.00 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1623 4th Avenue, Parcel no.029.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-1-001-029.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2018.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE

Date: 12/22/2017

**To: Mickey Carter
420 Bence St.
Newsite, Al. 36256**

**Property Address:
1623 4th Avenue
Opelika Al. 36801**

Parcel # 09-06-13-1-001-029.000

On November 15, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 250.00

Certified mail: _____

Misc. _____

Total 250.00

Attachment: WEED INVOICE 1623 4th Avenue (004-18 : Weed Abatement Assessment - 1623 4Th Avenue)

RESOLUTION NO. 005-18

Weed Abatement Assessment - 1625 4Th Avenue

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1625 4th Avenue, Parcel No. 028.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1625 4th avenue, parcel no. 028.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1625 4th Avenue, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 2nd day of January 2018 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$312.98 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1625 4th Avenue, Parcel no. 028.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-1-001-028.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2018.

President of the City Council
City of Opelika, Alabama

Attest:

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

WEED ABATEMENT INVOICE**Date: 12/22/2017****To: Mickey Carter
420 Bence St.
Newsite, Al. 36256****Property Address:
1625 4th Avenue
Opelika Al. 36801
Parcel # 09-06-13-1-001-028.000**

On November 15, 2017 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>300.00</u>
Certified mail:	<u>12.98</u>
Misc.	<u> </u>
Total	<u>312.98</u>

Attachment: WEED INVOICE 1625 4th Ave (005-18 : Weed Abatement Assessment - 1625 4Th Avenue)

RESOLUTION NO. 006-18

Contract, FY2018 Appropriation, EAMC Ambulance Service.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the East Alabama Healthcare Authority d/b/a East Alabama EMS LLC, a copy of

which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

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

ADOPTED and APPROVED this the _____ day of _____, 2018.

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

STATE OF ALABAMA

**COUNTY OF LEE
CITY OF OPELIKA
CITY OF AUBURN**

**EMERGENCY RESPONSE, RESCUE
AND AMBULANCE SERVICE AGREEMENT**

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

AGREEMENTS

SERVICES - HOSPITAL

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

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

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

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

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

SERVICES

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

REGULATIONS

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

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

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

TERM

4.1 CONTRACT TERM. The term of this Agreement shall commence on the 1st day of October, 2017, and shall be effective for a period of one (1) year and shall terminate at midnight on the 30th day of September, 2018. This Agreement may also be terminated as follows:

4.2 TERMINATION DUE TO LEGISLATIVE OR ADMINISTRATIVE CHANGE. Notwithstanding any other provision of this Agreement, in the event of enactment, adoption or promulgation of legislation, rules or regulations by the State, Local, or Federal government, or the Agencies or Departments of either of them which, during the term of this Agreement, requires substantial increased expenditures by HOSPITAL in order to comply with such legislation, rules or regulations, HOSPITAL shall immediately notify GOVERNMENTS in

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

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

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

COMPENSATION AND FINANCIAL

5.1 OPERATIONS AMOUNT. GOVERNMENTS each agree to pay HOSPITAL \$261,036 payable in quarterly installments of \$65,259 for Emergency Response, Routine Response, Ambulance Transport Services, and Rescue Services, except Opelika who agrees to provide its own rescue services.

5.2 CAPITAL AMOUNT. GOVERNMENTS each agree to pay HOSPITAL \$58,440 payable in quarterly installments of \$14,610

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

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

5.5 ALLOCATION. Revenues, contractual discounts, subsidies, operational expenses and capital expenses shall be allocated to the GOVERNMENTS based on actual use of the Lee County EMS service, either direct or back-up calls. This allocation pertains to bookkeeping procedures only. It does not affect the amount payable from the GOVERNMENTS to HOSPITAL.

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

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

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

INDEPENDENT CONTRACTOR

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

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

INSURANCE

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

7.2 PROFESSIONAL LIABILITY INSURANCE. HOSPITAL will, at HOSPITAL's expense carry professional and comprehensive general and liability insurance covering HOSPITAL, its employed personnel and vehicles, in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate during the term of this Agreement and an appropriate term thereafter. The deductible for the ambulance liability is \$1,000 and the deductible for the professional liability is \$50,000. Failure to obtain or maintain coverage will be cause for immediate termination of this Agreement.

7.3 INSURANCE COPIES AND CERTIFICATES. HOSPITAL will furnish copies to GOVERNMENTS, if requested by GOVERNMENTS, of each insurance policy and shall furnish copies of all amendments and renewals to each policy so long as this Agreement is in effect. HOSPITAL will additionally cause to be issued by such insurer or insurers a certificate

thereof reflecting such coverage and shall instruct and obtain the consent of such insurer or insurers to provide prior written notice to GOVERNMENTS of the cancellation or proposed cancellation thereof for any cause.

GENERAL

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

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

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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

NOTICES

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

TO HOSPITAL:

Terry Andrus
President
East Alabama Healthcare Authority
2000 Pepperell Parkway
Opelika, Alabama 36802

TO GOVERNMENTS:

LEE COUNTY:

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

CITY OF OPELIKA:

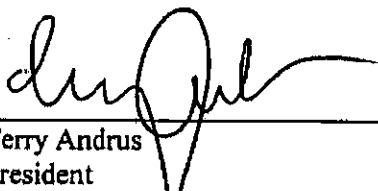
Gary Fuller
Mayor of Opelika
Opelika City Hall
204 South 7th Street
Opelika, AL 36801

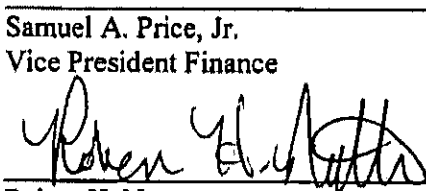
CITY OF AUBURN:

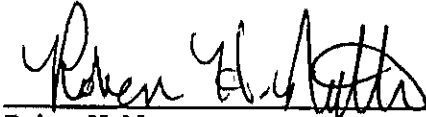
James C. Buston, III
City Manager
City of Auburn
144 Tichenor Ave., Suite 1
Auburn, Alabama 36830

IN WITNESS WHEREOF, the parties represent that they have full authority to execute this Agreement and have executed this Agreement in multiple originals (two) as of the _____ day of _____, 2017.

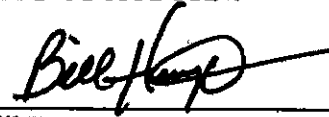
**EAST ALABAMA
HEALTHCARE AUTHORITY:**

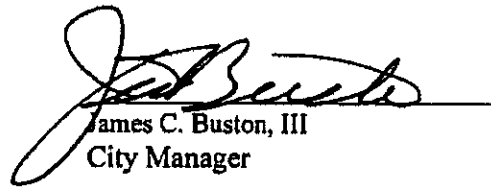

Terry Andrus
President


Samuel A. Price, Jr.
Vice President Finance


Roben H. Nutter
General Counsel

CITY OF AUBURN:


Bill Ham
Mayor


James C. Buston, III
City Manager

GOVERNMENTS:

LEE COUNTY:

Bill English
Probate Judge

Roger Rendleman
County Administrator

CITY OF OPELIKA:

Gary Fuller
Mayor

R. G. Shuman
City Clerk

RESOLUTION NO. 007-18

Appoint Election Officials for the City's Special Election on 2-13-18.**RESOLUTION NO. _____**

WHEREAS, a municipal special election for the City of Opelika, Alabama has been called to be held on the 13th day of February, 2018; and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the municipal governing body, not less than fifteen (15) days before the holding of any municipal election, shall appoint from the qualified electors of the respective wards or voting districts officers to hold the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, that the election officers for said election shall be as follows:

WARD ONE: COVINGTON COMMUNITY CENTER - 213 CARVER AVENUE

Chief Inspector	-	Rev. Michael Burton	
Inspector	-	Wilbert Payne	
Chief Clerk	-	George Allen	
Asst. Clerk	-	Mary Chandler	Bessie Jackson
		Shirli Lyles	Phyliss Peters
		Elizabeth Nunn	Patricia Jackson

WARD TWO: OPELIKA LEARNING CENTER - 214 JETER STREET
(Old Jeter Elementary Primary School)

Chief Inspector	-	Willie Torbert, Sr.
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Inspector	-	Brenda Stinson	
Chief Clerk	-	Bobbie Floyd	
Asst. Clerk	-	Johnnie Ogletree	Priscilla Winfield
		Johnny Torbert	Anthony Swanson
		Delia Parham	Johnny Ivey

WARD THREE: OPELIKA COMMUNITY CENTER - 1102 DENSON DRIVE

Chief Inspector	-	Preston Long	
Inspector	-	Lyn Long	
Chief Clerk	-	Robert Brown	
Asst. Clerk	-	Marcia Darnell	Cynthia Franklin
		Denise Hanners	Jane Kenney
		Jenny Smith	Palmer Long

WARD FOUR: EAMC Education Center
(was Health Care Resource Center)
2027 PEPPERELL PARKWAY

Chief Inspector	-	Gene Gibbs	
Inspector	-	Patricia Pinkard	
Chief Clerk	-	Richard Hawkins	
Asst. Clerk	-	Carol Hawkins	
		Susan Jones	Elizabeth Tatum
		Ware Tatum	Jane Jones
		Darla Gibbs	Ray Jones

WARD FIVE: OPELIKA SPORTSPLEX - 1001 ANDREWS ROAD

Chief Inspector	-	Ron Dunson	
Inspector	-	Gloria Campbell	
Chief Clerk	-	Stanley Campbell	
Asst. Clerk	-	Martha Hillyer	Barbara Longest
		James Longest	Lillian Snipes
		Sandra Thomaston	Annie Wyatt

ABSENTEE ELECTION MANAGER: R. G. "Bob" Shuman

ABSENTEE BALLOT BOX: CITY CLERK'S OFFICE, MUNICIPAL BUILDING
204 SOUTH 7TH STREET, OPELIKA, ALABAMA

Chief Inspector	-	William "Bill" Parker
Inspector	-	Patrick Jones
Chief Clerk	-	David McCain

BE IT RESOLVED FURTHER, that a copy of this resolution shall be published in the Opelika-Auburn News, a newspaper in and of general circulation within the City of Opelika, Lee County, Alabama at least ten (10) days prior to the date of the aforesaid election.

ADOPTED and APPROVED this the _____ day of _____, 2018.

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

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. (ID # 2650)

Support State Legislation, Sunday Alcohol Sales Same as Other Days.

RESOLUTION NO. _____

**RESOLUTION SUPPORTING LEGISLATION TO AUTHORIZE THE GOVERNING
BODY OF THE CITY OF OPELIKA TO PERMIT THE SALE OF ALCOHOLIC
BEVERAGES WITHIN THE CORPORATE LIMITS ON SUNDAYS IN THE SAME
MANNER AS PERMITTED ON OTHER DAYS OF THE WEEK**

WHEREAS, the City Council of the City of Opelika, Alabama, (the “City Council”) is the elected governing body of the City of Opelika with responsibility and authority for passing resolutions expressing the will of the community; and

WHEREAS, local businesses have indicated that they would like to be able to sell alcoholic beverages on Sundays in Opelika before 12:00 noon so that they can compete with other cities and towns and bring in more tourism to the City; and

WHEREAS, the City Council supports the expansion of the hours for the sale of alcoholic beverages on Sundays within the corporate limits of the City of Opelika to promote the restaurant and hotel industries.

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

1. The City Council hereby supports the enactment of local legislation that authorizes the governing body of the City of Opelika by ordinance adopted by a simple majority to permit the sale of alcoholic beverages within the corporate limits of the municipality on Sundays in the same manner as permitted on the other days of the week, substantially in accordance with the bill attached hereto and marked as Exhibit “A”. A bill in final form shall be drafted by the Alabama Legislative Reference Service.

2. The Mayor is directed to cause notice of the application for passage of such local law to be published for four (4) consecutive weeks in a newspaper of general circulation published in the City of Opelika.

3. The City Clerk shall prepare the necessary copies of the local bill for delivery to the local legislative delegation with a certificate from the publisher showing the dates of publication.

4. The cost of publishing the bill shall be paid by the City of Opelika.

5. A copy of this Resolution shall be provided to each member of the Lee County Legislative Delegation and shall be available for public inspection during regular business hours at the office of the City Clerk located in the municipal building at 204 South 7th Street, Opelika,

Alabama.

ADOPTED AND APPROVED this the _____ day of _____, 2018.

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

ATTEST:

CITY CLERK

EXHIBIT “A”
A BILL
TO BE ENTITLED
AN ACT

Relating to the City of Opelika located in Lee County; to provide further for the sale of alcoholic beverages on Sunday upon the approval of the City Council of the City of Opelika.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. (a) This act only applies to the City of Opelika.

(b) This act applies to the sale of alcoholic beverages on Sunday by retail licensees of the Alcoholic Beverage Control Board of Alabama.

Section 2. The governing body of the City of Opelika may, by ordinance adopted by a simple majority, authorize and permit the sale of alcoholic beverages within the corporate limits of the municipality on Sunday in the same manner as permitted on other days of the week.

Section 3. The provisions of this act are cumulative and supplemental to the present power and authority of the municipality, and this act is not intended to, nor shall it be interpreted so as to, repeal any existing power or authority of the municipality now permitted under the general laws of the state, or under any local or special act of the Legislature.

Section 4. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.