



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
January 16, 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
 1. Ashton Lester and Troy Tidwell from Southview Primary School.
5. READING OF MINUTES
 1. City Council Meeting Minutes from the 1-02-18 Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. December 2017 Building Report
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request for a Walk on Saturday, Feb. 17 Th.
 2. Irish Bred Pub Request a Restaurant Retail Liquor & Beer On-Premise License.
 3. Premium Beverage Company Inc. AB Wholesale Beer License
 4. Premium Beverage Company Inc. AB Wholesale Wine & Beer
 5. Public Hearing, Amend Zoning Ordinance Section 2.2, 7.3, 7.6, 8.16, and 8.17
 6. Public Hearing, Development Agreement, First South Farm Credit.
12. AWARDING OF BIDS
 1. Police Equipment for Police Package Automobiles - PD
13. RESOLUTIONS
 1. Utility Easement Encroachment, Agreement with Joe E. Simpkins - TABLED.
 2. Support State Legislation, Sunday Alcohol Sales - TABLED.
 3. Expense Reports from Various Departments.
 4. Development Agreement, First South Farm Credit

5. Reappoint Judge & Assistant Prosecutor.
6. Establishing Compensation of Assistant City Prosecutor.
14. ORDINANCES
 1. Amend Text Zoning Ordinance, Section 2.2, 7.3, 7.6, 8.16, and 8.17 - First Reading.
15. APPOINTMENTS
 1. Appoint Tipi Miller to fill vacancy on Board of Education. Assumes term ending 4-01-2020.
16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 2660)

Meeting: 01/16/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2660

City Council Meeting Minutes from the 1-02-18 Council Meeting.



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

January 2, 2018

TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

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

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

3. Invocation

Councilman Smith T provided the invocation.

4. Pledge of Allegiance

Councilman Smith T lead the Pledge of Allegiance.

5. Reading of Minutes

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

The City Council approved said minutes as presented by voice vote of the entire council. There were no Nays.

RESULT: APPROVED [UNANIMOUS]

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller wished everyone a happy New Year and 2018 should be another great year.

8. Citizen Communications

(Limit comments to five minutes or less)

Suzanne Montgomery stated she was here three weeks ago and still need answers about what is the status of the pink house on 8th Street and Avenue E? She said the house is beyond repair, has rats and cats and is dangerous. She thinks the property owner would like to tear it down but can't because the authorization to demolish comes from the Historic Commission. City Attorney, Guy Gunter, confirmed that the Historic Commission has jurisdiction over said home. President Smith asked Planning Director, Matt Mosley, to check with the Historic Commission and let us know what they plan to do.

9. Report of Disbursements

10. Committee Reports

11. General Business

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

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

2. Public Hearing - Weed Abatement Assessment - 1314 West St.
 President Smith opened the public hearing asking if there was anyone that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

3. Public Hearing - Weed Abatement Assessment - 1621 4Th Avenue
 President Smith opened the public hearing asking if there was anyone that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing - Weed Abatement Assessment - 1623 4Th Avenue
 President Smith opened the public hearing asking if there was anyone that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing - Weed Abatement Assessment - 1625 4Th Avenue
 President Smith opened the public hearing asking if there was anyone that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

There were no bids.

13. Resolutions

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

The city council left this resolution Tabled.

2. Resolution 001-18 Expense Reports from Various Departments.

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

3. Resolution 002-18 Weed Abatement Assessment - 1314 West St.

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

4. Resolution 003-18 Weed Abatement Assessment - 1621 4Th Avenue

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

5. Resolution 004-18 Weed Abatement Assessment - 1623 4Th Avenue

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

6. Resolution 005-18 Weed Abatement Assessment - 1625 4Th Avenue

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

7. Resolution 006-18 Contract, FY2018 Appropriation, EAMC Ambulance Service.

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

8. Resolution 007-18 Appoint Election Officials for the City's Special Election on 2-13-18.

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

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

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

14. Ordinances

There were no ordinances.

15. Appointments

1. Nomination of Tipi Miller to fill vacancy on Board of Education.
 Ms. Pitts stated her intent to nominate Tipi Miller at the next council meeting.

16. Adjourn

The City Council meeting minutes of January 2, 2018 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.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/16/18 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 2661)

DOC ID: 2661

December 2017 Building Report

City of Opelika Building Inspections Department

December 2017 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
12/1/2017	709 LORI LN	Builders Professional Group	New Single Family Detached	\$ 248,166.00
12/1/2017	804 LORI LN	Builders Professional Group	New Single Family Detached	\$ 180,146.00
12/1/2017	2701 FREDERICK RD 201	PERC-FECT PLACE COFFEE SHOP	Alteration	\$ 4,900.00
12/4/2017	105 ROCKET AVE	HENDERSON & COKER	Alteration	\$ 190,000.00
12/4/2017	1603 SHADYWOOD CT	EAGLE EYE CUSTOM CONTRACTING	Alteration	\$ 9,096.00
12/5/2017	3760 PEPPERELL PKWY	VICKY SIGN	Signs	\$ 2,000.00
12/5/2017	2616 LAKEVIEW TER	CLAYTON HOMES #825	New Single Family Detached	\$ 206,944.00
12/6/2017	2611 PEPPERELL PKWY	Hobbs Plumbing LLC	Alteration	\$ 2,400.00
12/6/2017	801 SHELBY AVE	SOUTHERN HERITAGE HOMES & RENOVATIONS	Alteration	\$ 30,000.00
12/7/2017	1451 GATEWAY DR A	ROYAL REMODELING	Alteration	\$ 22,000.00
12/7/2017	201 N 2ND ST	J MANIFOLD CONSTRUCTION	New	\$ 40,000.00
12/11/2017	2605 TOWER ST TOWER	MASTEC NETWORK SOLUTIONS LLC	Communication Towers	\$ 14,500.00
12/11/2017	2701 FREDERICK RD 305	PROJECT BUILDERS, INC	Tenant Build Out	\$ 65,000.00
12/11/2017	105 BRIAR HILL AVE	Douglas Wong	Accessory Buildings	\$ 2,000.00
12/12/2017	2722 ANDERSON RD	SCF BUILDING A&O LLC	Accessory Buildings	\$ 2,588.75
12/13/2017	1109 SPRING DR 700	J&L CONTRACTORS INC	New	\$ 702,000.00
12/14/2017	1506 KILGORE CIR	SCF BUILDING A&O LLC	Accessory Buildings	\$ 2,500.00
12/18/2017	107 PINE KNOLL CIR	TUCKER HOME IMPROVEMENT	Roofs	\$ 3,500.00
12/21/2017	2701 FREDERICK RD 311	Altura Bynum	Tenant Build Out	\$ 14,248.00
12/22/2017	722 DINGO DR	Builders Professional Group	New Single Family Detached	\$ 241,832.00
12/28/2017	2656 LAKEVIEW TER	CLAYTON PROPERTIES GROUP INC	New Single Family Detached	\$ 218,826.00
12/28/2017	2636 LAKEVIEW TER	CLAYTON HOMES #825	New Single Family Detached	\$ 221,993.00
12/29/2017	2108 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 266,914.00
12/29/2017	2104 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 335,438.00
12/29/2017	2701 FREDERICK RD 305	EFFECTIVE SIGNS LLC	Signs	\$ 7,450.00

12/29/2017	2100 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 368,686.00
12/29/2017	2701 FREDERICK RD 311	EFFECTIVE SIGNS LLC	Signs	\$ 5,041.00
12/29/2017	2200 INTERSTATE DR	EFFECTIVE SIGNS LLC	Signs	\$ 33,000.00
12/29/2017	604 AVENUE B	RFG MANAGEMENT GROUP, INC	Signs	\$ 3,591.21
12/29/2017	2112 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 330,792.00
12/29/2017	2100 INDUSTRIAL BLVD	BID GROUP CONSTRUCTION US INC	Addition	\$ 1,137,494.29
				\$ 4,913,046.25


 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

Monthly Permits For December, 2017

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	18	30
Plumbing Upgrades	6	15
Electrical Upgrades	15	23
Mechanical Upgrades	7	22
Reroofs And Roof Repairs	1	1
Mobile Home Services	0	1
Building Additions/Accessory Structures	0	3

Monthly Totals For December 2008-2017

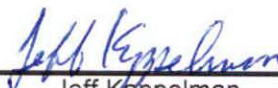
2008	\$5,197,447.00
2009	\$3,234,467.00
2010	\$2,923,621.00
2011	\$4,444,694.00
2012	\$4,376,038.00
2013	\$8,139,696.00
2014	\$6,288,230.00
2015	\$749,380.00
2016	\$8,354,285.00
2017	\$4,913,046.25

Total Permits Issued:

2	New Buildings: Commercial	\$742,000.00
7	Commercial Renovations And Repairs	\$1,448,142.26
5	Signs	\$51,082.24
10	New Single Family Homes	\$2,619,737.00
7	Residential Repairs And Renovations	\$52,084.75
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
31	Total Building Permits Issued	\$4,913,046.25

31	Total Permits Issued For December, 2017	\$4,913,046.25
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TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR


Jeff Kappelman
Chief Building Inspector

Attachment: December 2017 Monthly Building Report (2661 : December 2017 Building Report)



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Fiscal Year To Date Report - 2018

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	27	40
Plumbing Upgrades	8	19
Electrical Upgrades	17	43
Mechanical Upgrades	8	28
Reroofs And Roof Repairs	4	13
Mobile Home Services	0	14
Building Additions/Accessory Structures	1	9

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	\$15,966,353.00

Total Permits Issued:

7	New Buildings: Commercial	\$3,572,422.00
16	Commercial Renovations And Repairs	\$1,834,834.26
12	Signs	\$80,457.24
41	New Single Family Homes	\$10,100,195.75
31	Residential Repairs And Renovations	\$378,443.75
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
63	Total Building Permits Issued	\$15,966,353.00

107

Permit Total Issued for FY 2018

\$15,966,353.00

Jeff Kappelman
JEFF KAPPELMAN
Building Official

Attachment: December 2017 Monthly Building Report (2661 : December 2017 Building Report)



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 01/16/18 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 2654)

DOC ID: 2654

Request for a Walk on Saturday, Feb. 17 Th.

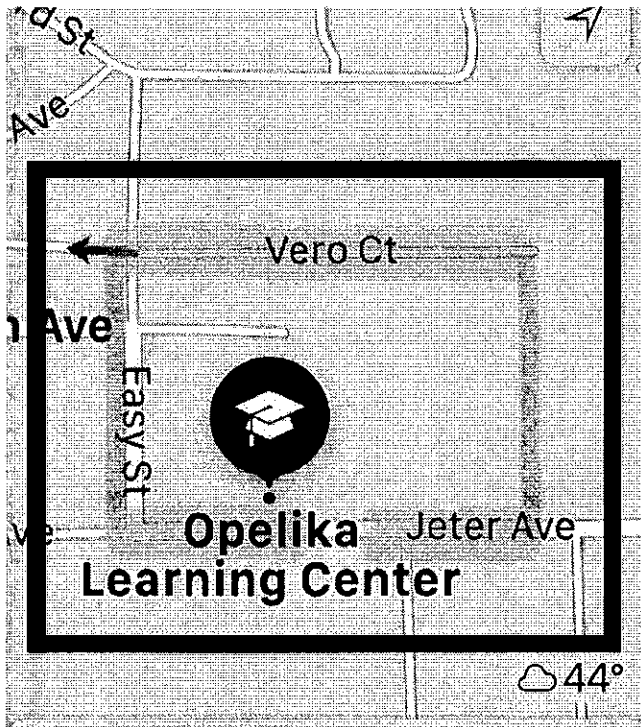
Shuman, Robert

From: Wendy Rajan <wendyrajan6@gmail.com>
Sent: Tuesday, January 2, 2018 9:08 AM
To: Shuman, Robert
Cc: Mark Gatlin; Melissa Gatlin
Subject: Prayer Force United Request

Mr. Shuman,

Happy New Year! Hope you and your family have had a nice holiday season. Below is a proposal for a prayer walk route Prayer Force United would like to propose for **Saturday, February 17, 2018 from 10:30am to 11:30am**. A majority of the walk is side walk safe but we would like to request a police presence and escort for the walk.

Thank you,
 Wendy Rajan
 334-740-1924



- Begin at Opelika Learning Center Parking lot on Easy Street
- Take a right onto Easy Street from Parking lot. (Sidewalk safe)
- Take a Right onto Vero Ct. (no sidewalks)
- Take a Right onto grass area and walk through Park
- Take Right onto Jeter Street (sidewalk safe)
- Take Right onto Easy Street (sidewalk safe)
- End at Opelika Learning Center Parking lot on Easy Street



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 01/16/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 2665)

DOC ID: 2665

Irish Bred Pub Request a Restaurant Retail Liquor & Beer On-Premise License.



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 01/16/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 2663)

DOC ID: 2663

Premium Beverage Company Inc. AB Wholesale Beer License



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 01/16/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 2664)

DOC ID: 2664

Premium Beverage Company Inc. AB Wholesale Wine & Beer



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2620)

Meeting: 01/16/18 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 2620

Public Hearing, Amend Zoning Ordinance Section 2.2, 7.3, 7.6, 8.16, and 8.17

CITY OF OPELIKA, ALABAMA NOTICE OF PUBLIC HEARING ZONING ORDINANCE AMENDMENTS

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, January 16, 2018, 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 TEXT OF THE ZONING ORDINANCE OF THE CITY OF OPELIKA AND SPECIFICALLY TO AMEND SECTIONS 2.2, 7.3, 7.6, 8.16 AND 8.17 THEREOF

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

Section 1. Amendments. That Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended in the following respects:

- (a) That Section 2.2 DEFINITIONS” is further amended to add the following definitions of “Farm and Craft Market”, “Commercial Greenhouse”, “Horticulture Sales”, “Produce Market”, “Open-Air Market” and “Yard, Side Street”:

Farm and Craft Market: an open or enclosed market area where more than one farmer or grower gathers to sell agricultural products they have grown, raised, or produced. Such items would typically include dried flowers, handcrafted products and artwork that are made in the home or on the farm. Other retail products may be sold at the market, but should be a minor or accessory to the farm produced products. Any prepared foods must meet the guidelines of the Alabama Cottage Food Law.

Commercial Greenhouse - a facility used for the propagation of agricultural or ornamental plants and related products. Retail sales of products to the general public should be secondary or accessory to the propagation and wholesale component.

Horticulture Sales - The retail sale of plants, garden supplies and associated products as a primary use. Any cultivation or growing of plants should be secondary or accessory to the retail component.

Produce Market: An outdoor market for the sale of fresh produce and fruit that may or may not be sold by the farmer or grower directly.

Open-air market: An outdoor market for the retail sale of new or used merchandise, produce or other farm products, whether operated by a single vendor or composed of stalls, stands or spaces rented or otherwise provided to vendors. The term does not include the outside display of merchandise as an incidental part of retail activities regularly conducted from a permanent building on sidewalks or other areas immediately adjacent to, and upon the same lot as, such building. The term also does not include merchandise sold at festivals or other special events, temporary in duration, at which the display and sale of merchandise is incidental to the primary cultural, informational or recreational activities of such festival or special event.

Yard, Side Street: The yard extending along a side street on corner lots, from the front yard to the rear yard, between the nearest side of the building and the side street.

- (b) That the definitions of “Yard, Front” and “Yard, Side” in Section 2.2 are hereby amended to read as follows:

Yard, Front: A yard extending the full length and width of the front of a lot between the front right-of-way (street) and the front of the building.

Yard, Side: The yard extending along a side lot line, from the front yard to the rear yard, between the nearest side of a building and a side lot line.

(c) That Section 7.3A, “AREA REQUIREMENTS”, is hereby amended to read as follows:

Sec. 7.3A AREA REQUIREMENTS

AREA REQUIREMENTS	R-1	R-1A	R-2	R-3	R-4/M	R-5/M	C-1	C-2	C-3	M-1	M-2	I-1	GC-P	GC-S
Minimum Lot Size (vs.) 10,000	43,560	30,000	15,000	10,000	7,500	7,500							20,000	15,000
Dwelling Units Per Acre ^{2,3}	1	1.25	2.5	3.5	9	16	16 ⁴	16	16					
Minimum Lot Width (ft.)	100	90	80	70	60	60	60	60	60	60	60	60	100	100
Front Yard Setback (ft.)	50	40	35	30	25	25	None	30	30	40	40	20	40 ⁶	25 ⁶
Rear Yard Setback (ft.)	50	35	30	25	20	20	None	30	20	30	30	30	20 ⁶	20 ⁶
Side Yard Setback (ft.)	25	20	15	10	10	10	None	10	10	30	30	30	20 ⁶	10 ⁶
Side Yard on Street Setback (ft.)	35	30	25	20	20	20	None	25	25	30	30	20	30	20
Maximum Building Area (%)	25	25	25	40	40	60	100	40	50	50	50	50		
Max. Impervious Surface Area (%)													70	80
Max. Building Height (ft.)	35	35	35	35	45	45	75	75	75	75	75	75	75	75
Maximum Height of Signs	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Minimum Livable Floor Area Single Family	800	800	800	800	800	800		800	800	800	800	800	800	800

NOTES:

1. Area requirements will be applied for each conditional use for uses such as townhouses, patio homes, garden homes, or any other use requiring conditional approval by the Planning Commission.
2. The placement of a single family residence should be in context with the scale and character of the existing neighborhood.
3. Maximum dwelling units allowed is to be determined as a factor of lot sizes, fractional number of units allowed per acre, lot coverage allowed, and building height limitations.
4. Densities may be increased by the Planning Commission through conditional use review by a maximum of 25%.
5. For residential development in commercial districts area requirements of R-5 shall apply. However, the Planning Commission may require greater conditions where deemed necessary in its review.
6. GC Overlay District, Setbacks. The setback requirements may be varied by the Planning Commission as part of development plan approval (see Section 7.6); if an alternative access, roadway/driveway is provided/available so that access is not taken directly from the designated corridor. It is recommended that access be provided via a perpendicular access road in order to protect the integrity of the subject corridor.

(d) That Section 7.3B, “USES ALLOWED”, is hereby amended to read as follows:

Sec. 7.3B USES ALLOWED

Uses allowed in each zoning district are determined from the following matrix. Categories for each use are:

1. Allowed - Allowed by right. Applicant need only submit the necessary plans for review to the zoning administrator.

2. Conditional Use - Further review required by the Planning Commission as directed by Section 8.17 of this ordinance.

3. Not allowed - Use not allowed in this zone.

Allowed - A

Conditional - C

Not Allowed - N

See matrix of USE CATEGORIES as provided and set forth in EXHIBIT “A” attached hereto, which said EXHIBIT “A” is incorporated herein by reference as if set forth verbatim herein.

(e) That Section 7.6, “GATEWAY CORRIDOR DISTRICT”, is hereby amended to read as follows:

Sec. 7.6 GATEWAY CORRIDOR DISTRICT

This section authorizes the establishment of Gateway Corridor Overlay Districts. The intent of this section is to specify those areas that serve as a primary means of entry into Opelika and name those areas the Gateway Corridor Overlay District. The district is designated to be an overlay appended to residential, commercial, industrial or any other districts. The Gateway Overlay District is similar to airport hazard areas (Section 7.4) and the Flood Plain Overlay District (see Section 7.5) in that additional regulation will apply and supersede the underlying district regulations. In other words, a Gateway Overlay District can be placed on top of any of the City’s existing zoning districts creating an overlap in the zoning along a specified length of roadway desired to be regulated. Any proposed development, then, would have to meet the zoning requirements of both the existing zone and the Gateway Overlay district. The Gateway Corridor Overlay District shall include roadway corridors and their adjacent development located in several use districts. Uses typically include retail, wholesale, motel, recreation, office, fast-food establishments, and similar uses. This district is characterized by special design controls enforced to prevent incompatible uses and to maintain an attractive “gateway” or entrance into Opelika. The design of these corridors and their major elements shall reflect the identity and image of the entire City of Opelika.

The Gateway Corridors are divided into two subdivisions based on the development pattern that the streets were originally constructed under.

Gateway Corridor - Primary Overlay District

Those corridors which were developed under more modern and suburban development patterns and to specifically accommodate automobiles are designated Gateway Corridor - Primary (GC-P). These corridors typically have larger lots with ample parking and buildings setback further from the public right-of-way.

Gateway Corridor - Secondary Overlay District

The corridors found in older sections of the City of Opelika and retro-fitted to accommodate automobiles area designated Gateway Corridor-Secondary (GC-S). These corridors feature smaller, more standardized lots. The structures on these lots are often smaller and located at varying positions on the lot based on the timeframe in which they were built. Newer buildings are often setback further while, older buildings are usually closer to the right-of-way.

The Gateway Corridor districts are designated as shown on the official City of Opelika Zoning Map

The GC-P shall extend 150 feet from the outside edge of both sides of the right-of-way from the following street segments:

1. Lafayette Parkway (Highway 431)
2. Lake Condry Road (from Lafayette Parkway to Andrews Road)
3. Andrews Road
4. West Point Parkway
5. Columbus Parkway (from 6th Street to Fox Run Parkway)
6. Fox Run Parkway and South Fox Run Parkway
7. North Uniroyal Road (from I-85 to Ridge Road)
8. Society Hill Road (from Gateway Drive to south limits of City of Opelika)
9. Pepperell Parkway (from East Thomason Street to the Auburn City Limits)
10. Fredrick Road (from Auburn City Limits to Martin Luther King Boulevard)
11. Veterans Parkway (from Pepperell Parkway to Waverly Parkway)
12. Marvyn Parkway

The GC-P shall extend 300 feet from the outside edge of both sides of the right-of-way from the following street segments:

1. Interstate 85
2. Birmingham Highway
3. Gateway Drive (from Pepperell Parkway to Society Hill Road)
4. Columbus Parkway (from Fox Run Parkway to eastern limits of City of Opelika)

The Gateway Corridor - Secondary Overlay District is designated as shown on the official City of Opelika Zoning Map. The GC-S shall extend 150 feet from the outside edge of both sides of the right-of-way from the following street segments:

1. Geneva Street (from Martin Luther King to Marvyn Parkway)
2. Martin Luther King Boulevard
3. East Avenue
4. Samford Avenue

5. 2nd Avenue (except those properties directly adjacent to the gateway corridor whose eave line is lower in height than a bridge crossing a railroad)
6. South 6th Street
7. South 10th Street
8. McCoy Street
9. Pepperell Parkway (from East Thomason Street to 2nd Avenue)
10. Columbus Parkway (from Martin Luther King Boulevard to S 6th Street)

The Gateway Corridors are subject to the “GC” district regulations in the matrix table in Section 7.3A. The Gateway Corridor Overlay District is supplemental to the underlying zoning district classifications. The Gateway Corridor Overlay District shall be imposed in addition to said underlying zoning regulations. In any case where the standards and requirements of the Gateway Corridor Overlay District conflict with those of the underlying zoning district, the standards and requirements of the Gateway Corridor Overlay District shall govern, unless specifically noted otherwise by the Zoning Ordinance.

The Gateway Corridor Overlay District regulations shall not apply to platted subdivision lots for new single family detached dwellings and existing single family detached dwellings.

The Board of Zoning Adjustment may grant exceptions from the requirements of the regulations when due to the location, size and shape of the property, development of the parcel under its current zoning and in conformity with the requirements of the Gateway Corridor Overlay District would present a substantial and unique hardship.

References in the Zoning Ordinance to Gateway Corridor 1 District (GC-1) and Gateway Corridor 2 District (GC-2) are deleted, repealed and eliminated and replaced by the Gateway Corridor Overlay District (GC), designated Gateway Corridor - Primary (GC-P) or Gateway Corridor - Secondary (GC-S). Whenever in the Zoning Ordinance reference is made to Gateway Corridor 1 District (GC-1) and/or Gateway Corridor 2 District (GC-2), or any like form, the same shall be construed to refer to the Gateway Corridor District (GC).

A. General Provisions.

1. Establishing the Gateway Corridor Overlay Districts.

Based on the definition and intent of these districts, Gateway Corridor Overlay Districts shall be recommended by the Planning Commission and designated by the City Council. Once designated, these areas shall be identified on the Zoning Map of Opelika.

2. Applicability.

All rules, regulations, conditions, and requirements set forth in this Section are applicable as follows:

- a. Except as provided herein, the Gateway Corridor Overlay District regulations shall apply to any land parcel, lot, or commercial group development within the corporate limits of the municipality when any portion of said parcel, lot, or commercial group development falls within required distance from a designated corridor as stated in Section 7.6.
- b. Any new subdivision, development, or construction in a GC-P and GC-S Overlay zoning district consisting of non-residential development or the development of more than two (2) residential dwelling units.
- c. An alteration to an existing non-residential or multi-family building(s), development(s), or construction which increases or decreases the amount of gross floor area of a structure or building on a lot by more than fifty (50%) percent.
- d. In cases where the GC-P or GC-S overlay property in the C-1 zoning district, the C-1 zoning regulations shall apply.
- e. In cases where the GC-P or GC-S overlay property in a designated historic district the design guidelines of the historic district shall apply.
- f. See Section 7.7(a) and Section 7.8 for application of the GC-P or GC-S standards regarding the Village Commercial and Village Residential zoning districts.
- g. Where specific PUD, PRD, or R/E zoning and master development plans have been approved, any explicit standards designated through the master plan shall take precedence over Gateway Corridor standards. In absence of alternative standards approved by the master plan, GC-P or GC-S standards shall apply to those properties with any Gateway Corridor designation.

B. Administration.

1. Preparation conference.

Prior to subdividing, developing or constructing in the GC-P or GC-S the owner or his representative shall meet with the Planning Department to review the feasibility of the proposed project in terms of its consistency with the Comprehensive Plan, surrounding uses and zoning, and the adequacy of existing or public planned facilities. The owner shall provide the following information for consideration at this conference:

- a. A sketch plan showing the location and acreage of the project and the proposed layout of the streets and uses in relation to existing natural and man-made conditions. This plan may be a free-hand sketch made on a copy of a topographic map.
- b. Proposed uses.
- c. Identification of proposed method of water supply and sewage disposal.
- d. Following the preapplication conference, and after the Planning Department has determined that the proposed use would be considered a conditional use, the owner may file a conditional use application (see Section 8.17 Conditional Uses) and submit supporting materials as outlined in subsection 2 below.

2. Development plan and written report.

A development plan and written report of the project will need to be submitted to the Planning Staff and will only be accepted after a preapplication conference. This plan and report will be reviewed by the Planning Staff, other relevant City Staff (i.e. City Engineer, Public Works Director, Building Inspector, etc.)

The following documents will be required for approval:

- a. A conditional use application and submission if use approval is required for the proposed development or use meeting the requirements of Section 8.17
- b. A site plan shall be of a standard size and drawn by an architect, landscape architect, engineer or licensed surveyor meeting the requirements of Section 8.16.
- c. A written report describing the intent and general character of the proposed development may be required when deemed applicable and may include:
 - 1. A general description of the project;
 - 2. Any proposed standards for development, including restrictions on use, density, yard requirements and protective covenants;
 - 3. Any plans for the protective of abutting properties;
 - 4. Identification of any proposed dedication of land for public use;
 - 5. Expression of intent with regards to the provisions of open space, courts, walks, and other common areas and their maintenance

6. Tables showing the acreage in the overall project and in each use, as well as density calculations for residential areas;
7. A project completion schedule by phase;
8. Any exceptions, variations or waivers from the requirements of the Zoning Ordinance that are being requested (i.e., the minimum lot area, width, frontage and yard requirements and maximum height requirements otherwise applying may be requested to be waived or modified for the purpose of promoting a more unified, reasonable, or appropriate site plan);
9. Any other data requested by the Planning Department considered necessary to an understanding and evaluation of the project.
10. This information may be included on the site plan, landscape plan, utility or engineering plans when deemed appropriate with the reviewing department.

3. Reserved

4. Reserved

5. Noncompliance.

The violation of any provision of the approved development plan shall constitute a violation of the Ordinance.

6. General Development Standards

a. Lighting Requirements

Light or glare from any operation and all lighting for parking areas or for the external illumination of buildings or for the external illumination of buildings or grounds shall be directed or located in a manner such that direct or indirect illumination from the source of light shall not exceed one foot-candle measured from any property line adjoining a residential zoning district. Outside lights for nonresidential properties/uses must be made up of a light source and reflector so that acting together the light beam is controlled and not directed across an adjacent property. It is the intent of this provision to prevent light from spilling over to adjacent properties in amount that can create negative impacts. The zoning ordinance requires that appropriate lighting in accordance with the latest recommendations of the Illuminating Engineering Society (IES) guidelines be followed. It is recommended that for lighting parking areas, the developer use a vertical burn, super metal halide, forward projection fixture using cut-off type housing, i.e. shoe box type housing. In addition, it is recommended that the poles be made of metal and of a platinum color to lessen their visibility during the day and that, the heights of the poles not exceed 25 feet.

b. Materials and Cladding Requirements

1. New construction in the GC Overlay District:

a. Primary building facades within the corridor overlay facing any public right-of-way shall be finished with 100% of one or more of the following materials:

1. Brick and brick veneer;
2. Stone, stone veneer, and cultured stone;
3. Glass
4. Precast or field-poured tilt concrete panels with texture and architectural detailing;
5. Stucco with architectural detailing;
6. Cementous siding;
7. Wood and wood materials designed and intended for use as exterior finish material;
8. Tilt wall panels;
9. Decorative or architectural split-faced Concrete Masonry Units (CMU);
10. Other primary materials approved by the Planning Commission consistent with the purpose of these standards, including architectural metal panels.
11. Architectural features and attachments may be approved by the Planning Department.

b. Approved building materials shall extend from the front façade around side of the building 20 feet or 20 percent of the wall length whichever is greater. Allowances may be provided for contributing structures in a designated historic district.

c. Fencing and Screening

1. No wire mesh, chain link, barb wire, or razor wire shall be used forward of the front plane of the building without approval of the Planning Commission.
2. No fencing over 4 feet in height shall be used forward of the front plane of the building without approval of the Planning Commission.
3. Dumpster enclosure must be located behind the front plane of the building and be screened by approved corridor materials.

c. Landscaping Requirements: In addition to requirements set forth in Section X, Landscape Regulations of the Opelika Zoning Ordinance, the following buffer and landscape requirements apply.

1. Street Frontage Landscape Buffer:

a. Off street parking lots, fronting on the public right-of-way of a designated gateway corridor shall provide a 15 foot wide planting area between the property line and edge of parking lot. The planting area shall consist of plants as listed in Section 10.6, D.2.b of the Landscape Regulations.

b. Off street parking lots, fronting on the designated public right-of-way of other streets shall provide a 10 foot wide planting area between the property line and edge of parking lot. The planting area shall consist of plants as listed in Section 10.6, D.2.b of the Landscape Regulations.

2. A 6 foot parking lot buffer shall be planted between the non-street property lines and edge of parking lot (asphalt) consisting of medium and understory trees, and shrubbery as listed in Section 10.6 D.2.b of the Landscape Regulations.

3. Interior Parking Lot Landscaping: Off street parking lots with 25 parking spaces or more shall designate parking lot islands and/or peninsulas as planting areas.

a. The planting areas shall be located to divide and break up expanses of parking stalls, and the size of each planting area shall be sufficient to accommodate growth of trees and shrubs.

b. Each planting area shall consist of at least 1 canopy tree or 1 medium tree with each consecutive planting area alternating these types of trees. The remaining planted area shall be planted to capacity with shrubs or other approved plantings. Landscape plans shall be approved by Planning Department.

c. If these Gateway Corridor requirements and Landscape coincide or overlap, the most restrictive regulation shall take precedence.

d. Alternative landscape plans not meeting the requirements above may be approved by the Planning Commission.

d. Equipment and Mechanical Screening:

1. All utility meters, air conditioning units and similar mechanical units shall be screened so as not to be visible from a public right-of-way.

2. All rooftop mechanical units shall be screened from the designated gateway corridor by a parapet wall or other means.
3. Plans must be approved by relevant utility company for safety

7. Special Development Standards

a. Auto Repair

1. New or expanded automobile repair-facilities in this overlay must meet the following standards.
2. Vehicles undergoing repair, painting or bodywork shall remain inside an enclosed structure at all times.
3. Unlicensed, untitled vehicles shall not be permitted on the site at any time.
4. No body or chassis shall be stored on the site at any time. All parts, including body parts, shall be stored within a completely enclosed structure.
5. Adequate provisions shall be made for ventilation and the dispersion and removal of fumes, and for the removal of hazardous chemicals and fluids.
6. There must be a separator within the drainage system if cleaning agents are being rinsed off of vehicles for all washing/rinsing.
7. There shall be no selling of vehicles at a shop for auto repair. The area around the building shall be kept free of debris and shall be maintained in an orderly and clean condition.
8. No repair, service or paint bay shall be oriented so that its interior is visible from the corridor street.

b. Truck stop

1. The total development site of all truck stops shall, in their entirety, be located within one thousand five hundred (1,500) feet of the Interstate 85 right-of-way.
2. No truck stop shall be located greater than quarter mile from the intersection of an Interstate exit ramp and the cross street.
3. All parking areas shall be an all-weather hard surface.
4. Light shall be shielded and oriented in a manner to prevent spillage onto adjoining properties or interfere with traffic. Where possible lighting shall be recessed in canopies.
5. Public address system shall not be audible at any property line.
6. No repair or service bay shall be oriented so that its interior is visible from the corridor street.
7. There must be a separator within the drainage system if cleaning agents are being rinsed off of vehicles for all washing/rinsing.
8. Vehicles undergoing repair, painting or bodywork shall remain inside an enclosed structure at all times.

9. No outside display of goods for sale is allowed.

c. Fast food restaurant

1. Access points and driveways shall be planned and shared between properties to the greatest extent possible.
2. Drive-in displays, ordering areas, and parking canopies are permitted but shall not serve as the singularly dominant feature on the site or as a sign or attention getting device. Order box and pick-up window shall not be oriented towards the designated corridor.
3. The order box must be at least 100-feet away from any residence.

(f) That Section 8.16, "SITE PLAN REVIEW", is hereby amended to read as follows:

Sec. 8.16 SITE PLAN REVIEW

The following information is required for site plan review. A site plan must accurately show all relevant information about a proposed development to permit it to be reviewed against the requirements of this Ordinance, and to provide a permanent record as to the type and characteristics of development approved on the site. Site plans shall be drawn, on an overall sheet size not to exceed 24 by 36 inches, to a standard scale. When more than one (1) sheet is needed, a series of drawings showing different elements of the site design, such as landscaping, utilities, or topography may be submitted. Where such a series is submitted, the top sheet shall include an index of all other sheets in the series. These shall be bound in a single package, with each sheet labeled as to what it shows and its number in the series (e.g., Landscaping Plan, Sheet 2 of 3) The following information is required for site plan approval. If a standard is not applicable to the proposed use the Planning Director may waive the requirement.

A. General Information:

1. Project name;
2. Project owner;
3. Name, address and contact of project representative
4. Date and version of site plan
5. Standard scale (not smaller than one hundred (100) feet to the inch), dimensions and north arrow;
6. Vicinity map showing the site in relation to adjoining properties, streets and other landmarks such that its location within the City can easily be determined.;
7. Owner and use of adjacent property;

8. Total size of the development area in both acreage (to nearest tenth) and square footage;
9. Zoning of subject property and adjacent properties
10. Proposed use;

B. Graphic Information:

1. Boundaries of the site noting bearings and distances from a certified document
2. Size, arrangement and orientation of all buildings, existing and proposed to include:
 - a. their proposed uses;
 - b. dimensions
3. All other proposed uses not contained in a building, their location, and acreage in each, including, but not limited to:
 - a. Outdoor sales or seating areas,
 - b. Outdoor service areas,
 - c. Storage areas and yards
4. Location, width and names of existing or previously platted streets, railroads;
5. Location, width of all existing and proposed utility easements
6. Location, size and dimensions of all previous or proposed vehicular drives, entrances, exits, traffic-circulation patterns, and acceleration and deceleration lanes;
7. Location, size, arrangement, and capacity of all areas to be used for off-street parking and off-street loading, specifying dimensions of parking spaces and delineating loading spaces and designated handicapped parking spaces;
8. Location, size, height, composition material, illumination, and orientation of all signs;
9. Location of dumpsters/roll-carts and any proposed enclosure
10. Location, height, configuration, and material of all walls, fences, or other structures proposed;
11. Location of all other impervious surface areas
12. All flood-prone areas as delineated by the Flood Insurance Rate Maps published by the Federal Emergency Management Agency (FEMA), including a notation of the 100-year flood elevation.
13. All known wetlands and watercourses, including lakes, streams, etc.
14. Phase lines, if the development is to be constructed in phases.
15. Location of existing and proposed sidewalks, greenways or bicycle paths

C. Notational Information: (information to be provided on site/development plan as required)

1. Number of units (residential only)
2. Density of site (residential only)
3. Floor area in square feet, floor area ratio, maximum and proposed
4. Impervious surface area in square feet, impervious surface ratio (ISR), maximum and proposed
5. Parking chart including required parking and proposed parking
6. Building height and number of stories
7. Note that the site will meet all requirements of the City of Opelika Lighting Requirements
8. Any exceptions, variations or waivers from the requirements of the Zoning Ordinance that are being requested (i.e., the minimum lot area, width, frontage and yard requirements and maximum height requirements otherwise applying may be requested to be waived or modified for the purpose of promoting a more unified, reasonable, or appropriate site plan);

D. Additional Documents

1. Landscape plan (see Section X) including designated open space, and all proposed buffers and/or screening, both peripheral and internal;
2. Any applicable covenants or restrictions.
3. Any additional information identified and necessary to review the specific site or use.

E. Technical Information

1. Location, grades, and sizes of utilities (water, manholes, sanitary sewer, storm drainage, and power), and the dimension and location of easements;
2. Location of proposed major surface water drainage improvements including required retention or detention;
3. Topography at five foot (5') contour intervals or less, including floodplain boundary;
4. Identification of the proposed method of water supply, sewage disposal, solid waste disposal and calculation of demand for such services;
5. Identification of intended method of surface water drainage;

6. Calculation of average daily traffic and peak hour(s) vehicle trip ends to be generated by the project with estimate of preferred route split;
- 7 Expression of intent with regards to the provisions of open space, courts, walks, and other common areas and their maintenance;
- 8 Lighting plan identifying all lighting fixtures to be incorporated on-site and including a certified computer analysis by an approved lighting manufacturer indicating that direct or indirect illumination from the source of light shall not exceed one foot-candle measured at any lot line. All lighting shall be in accordance with Illuminating Engineering Society (IES) guidelines.

(g) That Section 8.17, "CONDITIONAL USE", is hereby amended to read as follows:

Sec. 8.17 CONDITIONAL USE

A. Purpose.

Conditional uses are those uses that may have some special impact when proposed for location in particular zoning district or uniqueness such that their effect on the surrounding environment cannot be determined in advance of the use being proposed in a particular location. At that time, a review of the location, design, configuration, and impact is conducted to determine whether the proposed use should be permitted by weighing public need or benefit against the local impact. The review considers the proposal in terms of existing zoning and land use in the vicinity of the use; planned and proposed public and private developments that may be adversely affected by which it is suggested is necessary or desirable to provide a development that is in the interest of the public convenience or that will contribute to the general welfare of the area or the City of Opelika; and whether and to what extent all steps possible have been taken by the developer to minimize any adverse effect of the proposed use on the immediate vicinity and on the proposed use on the immediate vicinity and on the public health, safety, and welfare in general.

B. Applicability.

Any use that is permitted as a conditional use by this ordinance shall comply with this Section. Any permitted use proposed for development at a land use intensity that exceeds the maximum permitted by the district, provided it does not exceed the maximum allowed by this ordinance, shall comply with this Section. Any renovations, reuse, or preservation proposal that includes a change of use that is not allowed by the zoning district in which the structure is located,

shall comply with this Section. Any use that involves filling of a floodplain shall comply with this Section.

C. Procedure.

1. Applications for a conditional use permit shall be submitted simultaneously with an application for a building permit unless prior approval has been obtained. Applications must be submitted (21) twenty-one days prior to the Planning Commission meeting at which they are to be heard. Applications for conditional uses in all districts must contain the following information:

a. Applications involving new construction, additions, or site reconfiguration must comply with the applicable requirements of Section 8.16 except for subsection E. Technical Information which is only required at the conditional use approval stage if requested by the City Staff or the Opelika Planning Commission. This does not obviate any need for these items during a later site plan or technical review.

b. Applications for conditional uses that do not require external modification or improvements, such as those in an existing building in a downtown environment or suite in an existing and multi-tenant building, may with approval of the Planning Director submit a reduced conditional use application limited to the internal space or other relevant information.

2. The application shall be denied if the Planning Commission finds either that the application and records fail to establish compliance with the standards made applicable to the proposed location, will be inconsistent with the standards applicable to it pursuant to the provisions of this ordinance. Further, the application shall be denied if the adverse impacts of the development, after taking into consideration any proposals of the applicant and any conditions that might be imposed by the Planning Commission pursuant to the provisions of this ordinance to ameliorate them, outweigh any public or private benefits of the proposal and require denial of the conditional use approval in the interest of the overall public health, safety, and welfare.

3. In order to prevent or minimize adverse affects from the proposed use and development. On other properties in the neighborhood and on the general health, safety, and welfare of the City of Opelika, the Planning Commission may, in approving the application for any conditional use permit, impose such restrictions and conditions on such approval, the proposed use, and the premises to be developed or used pursuant to such approval as it determines are required by the general purposes, goals and

objectives of the Comprehensive Plan and this ordinance. All conditions imposed upon any conditional use permit approval, with the exception of conditions made applicable to such approval by the express terms of this ordinance, shall be expressly set forth in the resolution granting such conditional use permits.

4. Within thirty (30) days of the public hearing on the application, unless an extension of this time is agreed to by the applicant, the Planning Commission shall either grant the application for a conditional use permit, grant it subject to conditions, or deny it. The failure of the Planning Commission to act within this time period shall constitute a decision by it that the application be approved.

5. In the event a permit for conditional use is approved or approved subject to conditions, the applicant shall in writing within fifteen (15) days following such decision, acknowledge such approval and unconditionally accept and agree to any conditions imposed on the approval. The City Planner shall then take action to process the application on the zoning certificate for the development to which the conditional use permit applies. In the event such permit is not approved or is approved subject to conditions that are not acceptable to the applicant, the applicant may, within the aforesaid time period, either appeal such decision to Circuit Court or abandon the application at the expiration of this fifteen (15) day period.

6. A conditional use shall expire one (1) year from the date of approval if a valid, current building permit has not been obtained. If the building permit expires or if no building permit is obtained within a year of being granted approval, then the petitioner shall need to resubmit a conditional use application and comply with the zoning ordinance in effect at the time of the resubmitted before proceeding with the conditional use.

D. Conditions on Conditional Use Approvals.

Every conditional use permit shall be contingent that the proposed developments fully comply with all requirements of this ordinance and, where applicable, with the Opelika Subdivision Regulations. The violation of any condition contained in a conditional use permit shall be a violation of this ordinance.

E. General Use Standards.

1. No application for a conditional use permit shall be approved unless the Planning Commission shall specifically find the proposed

conditional use appropriate in the location for which it is proposed. This finding shall be based on the following criteria.

2. The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of the Comprehensive Plan, this ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.

3. There shall be a community need for the proposed use and a need to provide or maintain a proper mix of uses both within Opelika and also within the immediate area of the proposed use: (a) the proposed use shall not result in either a detrimental concentration of a particular use within the City or within the immediate area; and (b) the area for which the use is proposed is not better suited for or likely to be needed for the uses that are permitted as a matter of right within that district, in light of policies or programs of the City of Opelika.

4. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare, either as they not exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Comprehensive Plan, this ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.

5. The proposed use in the proposed area will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness and binding commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with the Comprehensive Plan, this ordinance, the other plans, programs, maps and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditional upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

F. Amendments to Permits for Conditional Uses.

Following the issuance of a conditional use permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by the Article for its original approval.

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

Section 3. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 4. Publication. The City Clerk is directed to publish a synopsis of this Ordinance in a newspaper of general circulation in the City of Opelika, Lee County, Alabama pursuant to Section 11-45-8(b)(2), Code of Alabama, (1975) as amended.

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

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2018.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

END

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

The City Council reserves the right to modify or alter any of the proposed amendments to the Zoning Ordinance and to make amendments to the Zoning Ordinance.

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5131 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

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

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

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

CITY CLERK

At the November 28th meeting the Planning Commission voted 6 to 0 (one abstain) to send a positive recommendation to City Council to approve the attached text amendments. At the

December 5th CC WS, the City Council reviewed the text amendments and approved advertising for a CC PH.



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2656)

Meeting: 01/16/18 07:00 PM

Department: City Clerk

Category: Public Hearing

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2656

Public Hearing, Development Agreement, First South Farm Credit.

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

NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Opelika, Alabama, (the “City”) will meet in public session at 7:00 p.m. on Tuesday, January 16, 2018, in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, for the purpose of considering the transaction of business that may properly come before the City Council, such business to include, but not limited to, the following:

1. The authorization by the Council, pursuant to Amendment 642 of the Constitution of Alabama of 1901, of a resolution (the “Resolution”) approving the execution and delivery of a Project Development Agreement (the “Agreement”) between the City and First South Farm Credit, ACA., an institution of the Farm Credit System (the “Association”).

2. Pursuant to the Agreement, the Association will agree to acquire and construct an approximately 6,600-square foot office building (the “Project”) which will be located at 1613 Frederick Road in the City of Opelika, Alabama. The Association estimates that it will make a capital investment in the Project of approximately \$1,000,000 and that the Project will create, when placed in service, approximately fourteen (14) new employees. The Association will further agree to repair, rehabilitate and improve Frances Street in accordance with plans and specifications submitted to the City. Improvements to Frances Street shall include removal of distressed areas of pavement, resurfacing with a new layer of asphalt, installation of curb and gutter, sodding of right-of-way, installation of stop sign and painting and striping. In consideration for the obligations of the Association under the Agreement, the City will agree to pay to the Association an amount equal to the lesser of (i) the actual cost of the repairs and improvements to Frances Street, or (ii) \$44,000.00 (the “City contribution”). The total maximum City commitment shall be limited to an amount not to exceed \$44,000. The City will not be obligated to contribute to, finance or otherwise fund any amount in excess of the maximum City commitment, or to perform the City’s obligations under the Agreement if the Association fails to complete the construction of the Project.

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

4. The business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value is the Association.

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

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

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

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

DATED this the ____ day of _____, 2018.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

=====

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

Please publish the foregoing Notice one (1) time in the January 9, 2018, issue of your paper.

CITY CLERK



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 008-18

Meeting: 01/16/18 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2666

Police Equipment for Police Package Automobiles - PD

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Police Equipment for Police Package Automobiles for the Police Department; and

WHEREAS, Emergency Lighting by Haynes submitted the lowest bid 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 purchase be awarded to Emergency Lighting by Haynes on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Emergency Lighting by Haynes in the total amount of \$66,487.25.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bids – Bid #18013 – We are asking the council to approve a purchase for Police Equipment for Police Package Automobiles

FACTS:

- Bid opening date – 1/8/18
- User Department – Police
- The bid was mailed to 13 vendors
- 2 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the purchase be awarded to Emergency Lighting by Haynes on their low bid meeting specifications in the total amount of \$66,487.25.**

[illegible]

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. (ID # 2650)

Support State Legislation, Sunday Alcohol Sales - TABLED.

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.

RESOLUTION NO. 009-18

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
Denise Rogers	Probation	66.66

-) 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

PERIOD ENDING

NAME

Name

Denise Rogers

DEPARTMENT

Department

Probation

DAY	CITY AND STATE	LODGING	TRANSPORTATION				Mileage AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	BREAKFAST		LUNCH	DINNER				
SUN													
MON													
TUE													
WED													
THU													
FRI 12/1/17	Montgomery, AL						\$66.66						\$66.66
SAT													
WEEKLY CATEGORY TOTALS \$													\$66.66

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

Magistrate Maintenance Class
NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Probation Dept.

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
12/1/17	62.382 = 124.6 miles @ .535 cents	\$66.66
	From 608 Ave A Opelika	
	To 300 Dexter Ave Montgomery	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

RESOLUTION NO. (ID # 2657)

Development Agreement, First South Farm Credit

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF OPELIKA, ALABAMA,
AND FIRST SOUTH FARM CREDIT, ACA**

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

Section 1. FINDINGS. The Council, upon evidence duly presented to it and considered by it, has found and determined and does hereby find, determine and declare that the following facts are true and correct:

(a) Pursuant to the applicable laws of the State of Alabama, the City and First South Farm Credit, ACA, an institution of the Farm Credit System (the “Association”) have prepared that certain Project Development Agreement to be dated as of the date of delivery (the “Project Development Agreement”), a copy of which Agreement is attached hereto as Exhibit “A”, for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Amendment 642 of the Constitution of Alabama of 1901, as amended (“Amendment 642”).

(c) The Project, as defined in the Project Development Agreement, is an economic development within the City, consisting of the local branch office building of the Association within the meaning of Amendment 642.

(d) Pursuant to, and for the purposes of Amendment 642, it is necessary, desirable and in the public interest for the City to provide financial incentives to the Association.

(e) The expenditure of public funds for the purposes specified in the Project Development Agreement and in Section 1(c) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) The Project, as defined herein when completed, will consist of an approximately 6,600-square foot office building located at 1613 Frederick Road in the corporate limits.

(g) The Project, as defined in the Project Development Agreement when completed, will result in the creation of approximately fourteen (14) new jobs and will increase employment in the City and increase the tax and revenue base of the City. The operation of the Project will create new business and revenues for the agribusinesses in Opelika and Lee County and other persons engaged in businesses and occupations within the City.

(h) On January 9, 2018, the City caused to be published in the Opelika-Auburn News, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which Notice is attached hereto as Exhibit "B". The Council certifies:

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

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

(i) On January 16, 2018, the Council conducted a public hearing during the meeting referenced in said Notice with respect to the matters therein contained.

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

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

(b) The terms and provisions of the Project Development Agreement, in substantially the form set forth therein, with such changes thereto (by addition or deletion), as the Mayor shall approve, which approval shall be conclusively referenced by execution and delivery of the Project Development Agreement.

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

Section 4. AUTHORIZED ACTS. The Mayor and officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, petitions, and proceedings, with respect to the

Project Development Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Project Development Agreement or duly and punctually observed and perform all agreements and obligations of the City under the Project Development Agreement.

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

Section 6. AUTHORIZATION OF CITY CONTRIBUTION. The City contribution in an amount not to exceed \$44,000.00 shall be paid to the Association in accordance with the provisions of the Project Development Agreement from the Unassigned Fund Balance of the General Fund. The Mayor and the Controller are hereby authorized and directed to make all appropriate budget changes and accounting entries as they determine to be necessary to carry out the provisions of the Resolution and the Project Development Agreement.

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

ADOPTED AND APPROVED by the City Council of the City of Opelika, Alabama, on this the ____ day of _____, 2018.

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

ATTEST:

CITY CLERK

CITY CLERK'S CERTIFICATE

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the 16th day of January, 2018 and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the ____ day of January, 2018.

CITY CLERK

CITY OF OPELIKA, ALABAMA

PROJECT DEVELOPMENT AGREEMENT

BY AND BETWEEN

FIRST SOUTH FARM CREDIT, ACA

AND

THE CITY OF OPELIKA, ALABAMA

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT is made and entered as of January 3, 2018 by and between the **CITY OF OPELIKA, ALABAMA**, an Alabama municipal corporation (the "City") and **FIRST SOUTH FARM CREDIT, ACA**, an institution of the Farm Credit System (the "Association").

RECITALS

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

1. The Association is part of the National Farm Credit System.
2. The Association is the leading provider of financial services and financing for agribusiness in Alabama, Louisiana and Mississippi.
3. The Association is acquiring real estate and constructing a 6,600 square foot building located at 1613 Frederick Road in Opelika, Lee County, Alabama, substantially in accordance with plans submitted to the City (the "Project").
4. The Association estimates that it will make a capital investment in the Project in excess of \$1,000,000.
5. The Project is expected to create, when fully placed in service, approximately 14 new employees with an annual payroll of approximately \$1,000,000.
6. The Project will have a significant impact on the tax base, tax revenues, job opportunities and future growth in and around the City.
7. The proposed Project meets the economic and land use goals of the City.
8. Amendment Number 642 of the Constitution of Alabama (1901) authorizes the City to lend its credit or to grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the City.
9. The City has agreed to assist the Association as provided herein.

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

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Association hereby covenant and

agree as follows:

ARTICLE I

DEFINITIONS

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

"Association" shall mean FIRST SOUTH FARM CREDIT, ACA., and the successors and assigns thereof.

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

"City Contribution" shall mean an amount equal to the lesser of (i) the actual cost of repairing, rehabilitating and improving Frances Street as provided herein, or (ii) \$44,000.

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

"Frances Street" shall mean the paved two-lane public road according to and as shown on the layout plan prepared by Bolt Engineering, Inc., a copy of which is attached hereto as Exhibit "A".

"Project" shall mean the acquisition and construction of the 6,600 square foot First South Farm Credit building and paved parking lot located at 1613 Frederick Road.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE 3

AGREEMENTS AND OBLIGATIONS OF THE ASSOCIATION

The agreements and obligations of the City under Article 4 of this Agreement are contingent upon satisfaction by the Association of the following conditions precedent:

(1) On or before December 31, 2018, the Association will have constructed or caused to be constructed the First South Farm Credit building and parking lots in accordance with plans and drawings submitted to the Opelika Planning Commission.

(2) The Association and/or its contractor shall purchase a building permit and commence construction of the Project on or before July 1, 2018 and diligently pursue the same through completion.

(3) On or before December 31, 2018, the Association and/or its contractor shall repair, rehabilitate and improve Frances Street in accordance with plans and specifications submitted to the City Engineering Department. Improvements to Frances Street shall include removal of distressed areas of pavement, resurfacing with new layer of asphalt, installation of curb and gutter, sodding of right-of-way, installation of stop sign and painting and striping. The Association shall cause said improvements to be constructed at its expense and in accordance with the City's design standards and specifications.

(4) Upon substantial completion of the repairs and improvements to Frances Street, the Association shall provide to the City proof of all expenditures incurred with respect to the rehabilitation and improvement of said street.

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE CITY

Upon completion of all repairs and improvements to Frances Street, the City agrees to pay to the Association an amount equal to the lesser of (i) the actual cost of said repairs and improvements or (ii) \$44,000. The parties have agreed that, under no circumstances, will the City be obligated to contribute to, finance or otherwise fund any sum in excess of the City contribution. The Association will absorb all costs and fees for the Project and improvements to Frances Street not covered by the City contribution.

ARTICLE 5

EVENTS OF DEFAULT AND REMEDIES

(a) Events of Default

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

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

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

(b) Remedies

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

Notwithstanding the foregoing, the City's sole remedy if the Association shall fail to commence and complete construction of the Project as provided in this Agreement shall be to terminate this Agreement and withhold payment of the City Contribution.

(c) Remedies Subject to Applicable Law

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

ARTICLE 6

NOTICES

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or

certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

- | | |
|---|---|
| <p>(1) if the to the City:</p> <p>City of Opelika
204 South 7th Street
Opelika, Alabama 36801
Attn: Mayor</p> | <p>(2) if to the Association:</p> <p>FIRST SOUTH FARM CREDIT, ACA
1715 West 2nd Street
P. O. Box 6209
Montgomery, AL 36106
Attn: Mike Pigg</p> |
|---|---|

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

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

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

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

(c) **Time of Essence for All Dates and Deadlines.** Time is of the essence for all dates and deadlines in this Agreement.

(d) **Forum and Choice of Law.** This Agreement shall be deemed made in Opelika, Lee County, Alabama. This Agreement shall be governed by and construed in accordance with the laws of Alabama. The exclusive forum and venue for all actions arising out of this Agreement shall be the Circuit Court of Lee County, Alabama. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

(f) **Binding Effect, Governing Law.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein. This Agreement shall be governed exclusively by the laws of the State of Alabama.

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

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

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

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

(i) **Estoppel Certificates.** From time to time, upon request by any party, the party asked shall provide to the party making the request, an acknowledgment or certificate with respect to such matters concerning this Agreement or the status of performance hereunder, as may be reasonably requested.

(j) **Delegation and Assignment of this Agreement.**

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

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

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

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

(l) **Estoppel Certificates.** From time to time, upon request by any party, the party asked shall provide to the party making the request, an acknowledgment or certificate with respect to such matters concerning this Agreement or the status of performance hereunder, as may be reasonably requested.

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

CITY OF OPELIKA, ALABAMA

SEAL

By: _____
Gary Fuller
Its Mayor

ATTEST:

Robert G. Shuman
City Clerk

FIRST SOUTH FARM CREDIT, ACA

By: Mike Pigg
Mike Pigg
Its President, Alabama Division

ATTEST:

Harold Kilpatrick
Harold Kilpatrick
Chief Lending Officer
Alabama Division, First South Farm Credit

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

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Opelika, Alabama, (the "City") will meet in public session at 7:00 p.m. on Tuesday, January 16, 2018, in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, for the purpose of considering the transaction of business that may properly come before the City Council, such business to include, but not limited to, the following:

1. The authorization by the Council, pursuant to Amendment 642 of the Constitution of Alabama of 1901, of a resolution (the "Resolution") approving the execution and delivery of a Project Development Agreement (the "Agreement") between the City and First South Farm Credit, ACA., an institution of the Farm Credit System (the "Association").

2. Pursuant to the Agreement, the Association will agree to acquire and construct an approximately 6,600-square foot office building (the "Project") which will be located at 1613 Frederick Road in the City of Opelika, Alabama. The Association estimates that it will make a capital investment in the Project of approximately \$1,000,000 and that the Project will create, when placed in service, approximately fourteen (14) new employees. The Association will further agree to repair, rehabilitate and improve Frances Street in accordance with plans and specifications submitted to the City. Improvements to Frances Street shall include removal of distressed areas of pavement, resurfacing with a new layer of asphalt, installation of curb and gutter, sodding of right-of-way, installation of stop sign and painting and striping. In consideration for the obligations of the Association under the Agreement, the City will agree to pay to the Association an amount equal to the lesser of (i) the actual cost of the repairs and improvements to Frances Street, or (ii) \$44,000.00 (the "City contribution"). The total maximum City commitment shall be limited to an amount not to exceed \$44,000. The City will not be obligated to contribute to, finance or otherwise fund any amount in excess of the maximum City commitment, or to perform the City's obligations under the Agreement if the Association fails to complete the construction of the Project.

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

4. The business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value is the Association.

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

6. During the public meeting referenced above, the Council will conduct a public hearing with respect to the Agreement and the matters therein contained. Interested persons will be

given reasonable opportunity to express their opinions, arguments and their views, either orally or in writing, or both, at the meeting. Persons unable to attend the meeting may submit their opinions, arguments and their views to the office of the City Clerk, 204 S. 7th Street, Opelika, Alabama 36801.

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

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

DATED this the 9th day of JAN, 2018.



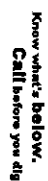
CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the January 9, 2018, issue of your paper.



CITY CLERK

[illegible][illegible]

RESOLUTION NO. 010-18

Reappoint Judge & Assistant Prosecutor.

RESOLUTION NO. _____

**RESOLUTION APPOINTING A MUNICIPAL JUDGE
AND ASSISTANT PROSECUTOR FOR THE MUNICIPAL COURT**

WHEREAS, §12-14-30, *Code of Alabama*, 1975, provides that a municipal court shall have the number of judges specified by the municipal governing body; and

WHEREAS, §12-14-30, *Code of Alabama*, 1975 provides that the municipal court judges shall be appointed by a majority vote of the members of the municipal governing body, and

WHEREAS, the term of office for a part-time judge is two years; and

WHEREAS, Honorable Ben Hand has been serving as a part-time municipal judge and the City Council desires to reappoint Judge Hand; and

WHEREAS, §15-12-2, *Code of Alabama*, 1975, allows a municipal governing body to appoint assistant prosecutors; and

WHEREAS, Jeff Tickal has been serving as the Assistant Prosecutor of the Municipal Court of the City of Opelika, and the City Council desires to reappoint Mr. Tickal as assistant prosecutor.

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

1. That Honorable Ben Hand is reappointed as part-time Municipal Judge of the Municipal Court of the City of Opelika for a two-year term beginning February 1, 2018 and ending January 31, 2020, upon the taking of the oath of office and the compensation affixed to

his position is provided by separate resolution.

2. That Jeff Tickal is reappointed as the Assistant Prosecutor of the Municipal Court of the City of Opelika for a two-year term beginning February 1, 2018 and ending January 31, 2020, and the compensation affixed to his position is provided by separate resolution.

3. That this Resolution shall become effective after passage and approval.

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

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

ATTEST:

CITY CLERK

RESOLUTION NO. 011-18

Establishing Compensation of Assistant City Prosecutor.

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING COMPENSATION OF
ASSISTANT CITY PROSECUTOR**

WHEREAS, the judicial power of the City of Opelika, Alabama (the “City”) is vested in the Opelika Municipal Court; and

WHEREAS, a part-time Assistant City Prosecutor is appointed by the governing body; and

WHEREAS, the Assistant City Prosecutor is entitled to receive compensation for his professional services; and

WHEREAS, the Assistant City Prosecutor has not received an hourly rate increase in the past nine (9) years; and

WHEREAS, the City Council desires to adjust, increase and fix the compensation of the Assistant City Prosecutor; and

WHEREAS, the City Council finds that the requested increase is appropriate and reasonable.

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

1. Beginning January 1, 2018, the part-time Assistant City Prosecutor shall be paid \$125.00 per hour for professional services.

2. The Assistant City Prosecutor shall not be eligible to receive any City employee benefits; including, but not limited to, retirement, health insurance and other allowances.

3. The Mayor and the Controller are hereby authorized and directed to make the budget adjustments as necessary to fund the payment of professional service fees for the Assistant City Prosecutor as provided in this Resolution.

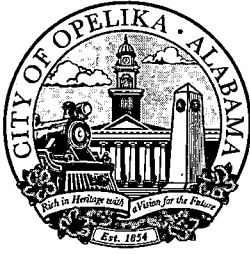
4. This Resolution and the salaries provided for herein shall become effective on January 1, 2018.

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

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

ATTEST:

CITY CLERK



City Attorney's Office

608 Avenue A

PO Box 390

Opelika, AL 36803-0390

Phone: (334) 705-2074 * Fax: (334) 705-5515

January 11, 2018

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

Re: Jeff Tickal

Dear All:

Attached hereto is a letter dated January 9, 2018 from Jeff Tickal to Mayor Fuller. At the January 16, 2018 meeting of the City Council, the Council will consider a resolution to reappoint Jeff to the position of Assistant City Prosecutor. The Assistant City Prosecutor handles the prosecution of criminal offenses in municipal court and on appeal to the circuit court. You will note that Jeff is requesting an increase in his hourly rate for professional services from \$90.00 to \$125.00 per hour.

According to an economic survey of lawyers in Alabama conducted by the Alabama State Bar Association in 2014, the average hourly rate of attorneys in private practice was between \$200 and \$225 per hour. The median hourly rate was in the range between \$175 and \$199 per hour. Forty-four percent (44%) of those surveyed charged less than \$200 per hour, while the other fifty-six percent (56%) charged a standard hourly rate or more than \$200 per hour. When compared to previous surveys, hourly rates charged by attorneys continued to rise. In 2009, the median hourly rate was between \$150 and \$174.

According to a survey conducted by the American Bar Association in 2015, hourly rates of attorneys vary widely in the United States. Small town attorneys generally charge between \$100 to \$200 per hour, while attorneys in big cities charge in the \$200 to \$400 range.



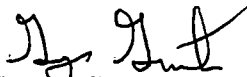
Attachment: Letter to Council (011-18 : Establishing Compensation of Asst. Prosecutor.)

You will note that Jeff's hourly rate has not been adjusted since 2009. In my opinion, an hourly rate of \$125 is reasonable.

As you will recall, in 2017 the Council increased the salaries of the municipal judges and the public defender. Those salaries became effective on October 1, 2017.

I trust this information will be of some benefit. If you have any questions, please don't hesitate to call me.

Yours very truly,


Guy F. Gunter, III
City Attorney

GFG,III:jjp

Attachment: Letter to Council (011-18 : Establishing Compensation of Asst. Prosecutor.)



GULLAGE & TICKAL, LLP

ATTORNEYS AT LAW
511 GENEVA STREET
OPELIKA, ALABAMA 36801

JAMES T. GULLAGE
JEFFREY G. TICKAL
KATIE M. CROW

TELEPHONE: (334) 737-3733
FACSIMILIE: (334) 737-3766
WWW.GTFLAWFIRM.COM

January 9, 2018

Honorable Gary Fuller
Mayor of Opelika
City Hall
204 S. 7th St.
Opelika, AL 36801

RE: Assistant City Prosecutor appointment

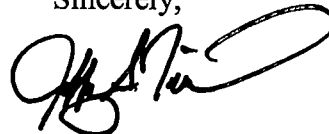
Dear Mayor Fuller:

I have been the Assistant City Prosecutor for the City of Opelika since 2009. During that time the role of Assistant City Prosecutor has expanded from City Court every other week to every other week plus the handling of all appeals of Municipal Court cases to the Circuit Court of Lee County Alabama. This includes all bench and jury trials. At the time I was initially appointed, the hourly rate for work on these matters was \$90/hr. and has not been increased since that time. The purpose of this letter is to request an increase in the hourly rate for professional services from \$90/hr. to \$125/hr.

The increase in hourly rate is to reflect the increase of complexity of the work involved in the prosecution of the cases as well as to adjust the hourly rate to an amount closer to that of other professionals performing similar services in the area. Currently the average hourly rate for professional services of attorneys runs anywhere from \$175/hr. to \$300/hr. This is dependent on the type of work and experience of the attorney. Based on my experience and the time and work spent on these files, I respectfully request that the contract for my professional services be increased from \$90/hr. to \$125/hr.

I have truly enjoyed being the Assistant City Prosecutor. Thank you in advance for your consideration of this request. If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,



Jeffrey G. Tickal

JGT:jle

ORDINANCE NO. (ID # 2621)

Amend Text Zoning Ordinance, Section 2.2, 7.3, 7.6, 8.16, and 8.17 - First Reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE ZONING ORDINANCE
OF THE CITY OF OPELIKA AND SPECIFICALLY TO AMEND
SECTIONS 2.2, 7.3, 7.6, 8.16 AND 8.17 THEREOF

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

Section 1. Amendments. That Ordinance 124-91 entitled “Zoning Ordinance of the City of Opelika, Alabama”, adopted on September 17, 1991, as amended, is further amended in the following respects:

- (a) That Section 2.2 DEFINITIONS” is further amended to add the following definitions of “Farm and Craft Market”, “Commercial Greenhouse”, “Horticulture Sales”, “Produce Market”, “Open-Air Market” and “Yard, Side Street”:

Farm and Craft Market: an open or enclosed market area where more than one farmer or grower gathers to sell agricultural products they have grown, raised, or produced. Such items would typically include dried flowers, handcrafted products and artwork that are made in the home or on the farm. Other retail products may be sold at the market, but should be a minor or accessory to the farm produced products. Any prepared foods must meet the guidelines of the Alabama Cottage Food Law.

Commercial Greenhouse - a facility used for the propagation of agricultural or ornamental plants and related products. Retail sales of products to the general public should be secondary or accessory to the propagation and wholesale component.

Horticulture Sales - The retail sale of plants, garden supplies and associated products as a primary use. Any cultivation or growing of plants should be secondary or accessory to the retail component.

Produce Market: An outdoor market for the sale of fresh produce and fruit that may or may not be sold by the farmer or grower directly.

Open-air market: An outdoor market for the retail sale of new or used merchandise, produce or other farm products, whether operated by a single vendor or composed of stalls, stands or spaces rented or otherwise provided to vendors. The term does not include the outside display of merchandise as an incidental part of retail activities regularly conducted from a permanent building on sidewalks or other areas immediately adjacent to, and upon the same lot as, such building. The term also does not include merchandise sold at festivals or other special events, temporary in duration, at which the display and sale of merchandise is incidental to the primary cultural, informational or recreational activities of such festival or special event.

Yard, Side Street: The yard extending along a side street on corner lots, from the front yard to the rear yard, between the nearest side of the building and the side street.

- (b) That the definitions of “Yard, Front” and “Yard, Side” in Section 2.2 are hereby amended to read as follows:

Yard, Front: A yard extending the full length and width of the front of a lot between the front right-of-way (street) and the front of the building.

Yard, Side: The yard extending along a side lot line, from the front yard to the rear yard, between the nearest side of a building and a side lot line.

- (c) That Section 7.3A, “AREA REQUIREMENTS”, is hereby amended to read as follows:

Sec. 7.3A AREA REQUIREMENTS

AREA REQUIREMENTS	R-1	R-1A	R-2	R-3	R-4/M	R-5/M	C-1	C-2	C-3	M-1	M-2	I-1	GC-P	GC-S
Minimum Lot Size (vs.) 10,000	43,560	30,000	15,000	10,000	7,500	7,500							20,000	15,000
Dwelling Units Per Acre ^{2,3}	1	1.25	2.5	3.5	9	16	16 ⁴	16	16					
Minimum Lot Width (ft.)	100	90	80	70	60	60	60	60	60	60	60	60	100	100
Front Yard Setback (ft.)	50	40	35	30	25	25	None	30	30	40	40	20	40 ⁶	25 ⁶
Rear Yard Setback (ft.)	50	35	30	25	20	20	None	30	20	30	30	30	20 ⁶	20 ⁶
Side Yard Setback (ft.)	25	20	15	10	10	10	None	10	10	30	30	30	20 ⁶	10 ⁶
Side Yard on Street Setback (ft.)	35	30	25	20	20	20	None	25	25	30	30	20	30	20
Maximum Building Area (%)	25	25	25	40	40	60	100	40	50	50	50	50		
Max. Impervious Surface Area (%)													70	80
Max. Building Height (ft.)	35	35	35	35	45	45	75	75	75	75	75	75	75	75
Maximum Height of Signs	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Minimum Livable Floor Area Single Family	800	800	800	800	800	800		800	800	800	800	800	800	800

NOTES:

1. Area requirements will be applied for each conditional use for uses such as townhouses, patio homes, garden homes, or any other use requiring conditional approval by the Planning Commission.
2. The placement of a single family residence should be in context with the scale and character of the existing neighborhood.
3. Maximum dwelling units allowed is to be determined as a factor of lot sizes, fractional number of units allowed per acre, lot coverage allowed, and building height limitations.
4. Densities may be increased by the Planning Commission through conditional use review by a maximum of 25%.
5. For residential development in commercial districts area requirements of R-5 shall apply. However, the Planning Commission may require greater conditions where deemed necessary in its review.
6. GC Overlay District, Setbacks. The setback requirements may be varied by the Planning Commission as part of development plan approval (see Section 7.6); if an alternative access, roadway/driveway is provided/available so that access is not taken directly from the designated corridor. It is recommended that access be provided via a perpendicular access road in order to protect the integrity of the subject corridor.

(d) That Section 7.3B, “USES ALLOWED”, is hereby amended to read as follows:

Sec. 7.3B USES ALLOWED

Uses allowed in each zoning district are determined from the following matrix. Categories for each use are:

1. Allowed - Allowed by right. Applicant need only submit the necessary plans for review to the zoning administrator.

2. Conditional Use - Further review required by the Planning Commission as directed by Section 8.17 of this ordinance.

3. Not allowed - Use not allowed in this zone.

Allowed - A

Conditional - C

Not Allowed - N

See matrix of USE CATEGORIES as provided and set forth in EXHIBIT “A” attached hereto, which said EXHIBIT “A” is incorporated herein by reference as if set forth verbatim herein.

(e) That Section 7.6, “GATEWAY CORRIDOR DISTRICT”, is hereby amended to read as follows:

Sec. 7.6 GATEWAY CORRIDOR DISTRICT

This section authorizes the establishment of Gateway Corridor Overlay Districts. The intent of this section is to specify those areas that serve as a primary means of entry into Opelika and name those areas the Gateway Corridor Overlay District. The district is designated to be an overlay appended to residential, commercial, industrial or any other districts. The Gateway Overlay District is similar to airport hazard areas (Section 7.4) and the Flood Plain Overlay District (see Section 7.5) in that additional regulation will apply and supersede the underlying district regulations. In other words, a Gateway Overlay District can be placed on top of any of the City’s existing zoning districts creating an overlap in the zoning along a specified length of roadway desired to be regulated. Any proposed development, then, would have to meet the zoning requirements of both the existing zone and the Gateway Overlay district. The Gateway Corridor Overlay District shall include roadway corridors and their adjacent development located in several use districts. Uses typically include retail, wholesale, motel, recreation, office, fast-food establishments, and similar uses. This district is characterized by special design controls enforced to prevent incompatible uses and to maintain an attractive “gateway” or entrance into Opelika. The design of these corridors and their major elements shall reflect the identity and image of the entire City of Opelika.

The Gateway Corridors are divided into two subdivisions based on the development pattern that the streets were originally constructed under.

Gateway Corridor - Primary Overlay District

Those corridors which were developed under more modern and suburban development patterns and to specifically accommodate automobiles are designated Gateway Corridor - Primary (GC-P). These corridors typically have larger lots with ample parking and buildings setback further from the public right-of-way.

Gateway Corridor - Secondary Overlay District

The corridors found in older sections of the City of Opelika and retro-fitted to accommodate automobiles area designated Gateway Corridor-Secondary (GC-S). These corridors feature smaller, more standardized lots. The structures on these lots are often smaller and located at varying positions on the lot based on the timeframe in which they were built. Newer buildings are often setback further while, older buildings are usually closer to the right-of-way.

The Gateway Corridor districts are designated as shown on the official City of Opelika Zoning Map

The GC-P shall extend 150 feet from the outside edge of both sides of the right-of-way from the following street segments:

1. Lafayette Parkway (Highway 431)
2. Lake Condry Road (from Lafayette Parkway to Andrews Road)
3. Andrews Road
4. West Point Parkway
5. Columbus Parkway (from 6th Street to Fox Run Parkway)
6. Fox Run Parkway and South Fox Run Parkway
7. North Uniroyal Road (from I-85 to Ridge Road)
8. Society Hill Road (from Gateway Drive to south limits of City of Opelika)
9. Pepperell Parkway (from East Thomason Street to the Auburn City Limits)

10. Fredrick Road (from Auburn City Limits to Martin Luther King Boulevard)
11. Veterans Parkway (from Pepperell Parkway to Waverly Parkway)
12. Marvyn Parkway

The GC-P shall extend 300 feet from the outside edge of both sides of the right-of-way from the following street segments:

1. Interstate 85
2. Birmingham Highway
3. Gateway Drive (from Pepperell Parkway to Society Hill Road)
4. Columbus Parkway (from Fox Run Parkway to eastern limits of City of Opelika)

The Gateway Corridor - Secondary Overlay District is designated as shown on the official City of Opelika Zoning Map. The GC-S shall extend 150 feet from the outside edge of both sides of the right-of-way from the following street segments:

1. Geneva Street (from Martin Luther King to Marvyn Parkway)
2. Martin Luther King Boulevard
3. East Avenue
4. Samford Avenue
5. 2nd Avenue (except those properties directly adjacent to the gateway corridor whose eave line is lower in height than a bridge crossing a railroad)
6. South 6th Street
7. South 10th Street
8. McCoy Street
9. Pepperell Parkway (from East Thomason Street to 2nd Avenue)
10. Columbus Parkway (from Martin Luther King Boulevard to S 6th Street)

The Gateway Corridors are subject to the “GC” district regulations in the matrix table in Section 7.3A. The Gateway Corridor Overlay District is supplemental to the

underlying zoning district classifications. The Gateway Corridor Overlay District shall be imposed in addition to said underlying zoning regulations. In any case where the standards and requirements of the Gateway Corridor Overlay District conflict with those of the underlying zoning district, the standards and requirements of the Gateway Corridor Overlay District shall govern, unless specifically noted otherwise by the Zoning Ordinance.

The Gateway Corridor Overlay District regulations shall not apply to platted subdivision lots for new single family detached dwellings and existing single family detached dwellings.

The Board of Zoning Adjustment may grant exceptions from the requirements of the regulations when due to the location, size and shape of the property, development of the parcel under its current zoning and in conformity with the requirements of the Gateway Corridor Overlay District would present a substantial and unique hardship.

References in the Zoning Ordinance to Gateway Corridor 1 District (GC-1) and Gateway Corridor 2 District (GC-2) are deleted, repealed and eliminated and replaced by the Gateway Corridor Overlay District (GC), designated Gateway Corridor - Primary (GC-P) or Gateway Corridor - Secondary (GC-S). Whenever in the Zoning Ordinance reference is made to Gateway Corridor 1 District (GC-1) and/or Gateway Corridor 2 District (GC-2), or any like form, the same shall be construed to refer to the Gateway Corridor District (GC).

A. General Provisions.

1. Establishing the Gateway Corridor Overlay Districts.

Based on the definition and intent of these districts, Gateway Corridor Overlay Districts shall be recommended by the Planning Commission and designated by the City Council. Once designated, these areas shall be identified on the Zoning Map of Opelika.

2. Applicability.

All rules, regulations, conditions, and requirements set forth in this Section are applicable as follows:

- a. Except as provided herein, the Gateway Corridor Overlay District regulations shall apply to any land parcel, lot, or commercial group development within the corporate limits of the municipality when any portion of said parcel, lot, or commercial group development falls within required distance from a designated corridor as stated in Section 7.6.
- b. Any new subdivision, development, or construction in a GC-P and GC-S Overlay zoning district consisting of non-residential development or the development or more than two (2) residential dwelling units.
- c. An alteration to an existing non-residential or multi-family building(s), development(s), or construction which increases or decreases the amount of gross floor area of a structure or building on a lot by more than fifty (50%) percent.
- d. In cases where the GC-P or GC-S overlay property in the C-1 zoning district, the C-1 zoning regulations shall apply.
- e. In cases where the GC-P or GC-s overlay property in a designated historic district the design guidelines of the historic district shall apply.
- f. See Section 7.7(a) and Section 7.8 for application of the GC-P or GC-S standards regarding the Village Commercial and Village Residential zoning districts.
- g. Where specific PUD, PRD, or R/E zoning and master development plans have been approved, any explicit standards designated through the master plan shall take precedence over Gateway Corridor standards. In absence of alternative standards approved by the master plan, GC-P or GC-S standards shall apply to those properties with any Gateway Corridor designation.

B. Administration.

1. Preparation conference.

Prior to subdividing, developing or constructing in the GC-P or GC-S the owner or his representative shall meet with the Planning Department to review the feasibility of the proposed project in terms of its consistency with the Comprehensive Plan, surrounding uses and zoning, and the adequacy of existing or public planned facilities. The owner shall provide the following information for consideration at this conference:

- a. A sketch plan showing the location and acreage of the project and the proposed layout of the streets and uses in relation to existing natural and man-made conditions. This plan may be a free-hand sketch made on a copy of a topographic map.
- b. Proposed uses.
- c. Identification of proposed method of water supply and sewage disposal.
- d. Following the preapplication conference, and after the Planning Department has determined that the proposed use would be considered a conditional use, the owner may file a conditional use application (see Section 8.17 Conditional Uses) and submit supporting materials as outlined in subsection 2 below.

2. Development plan and written report.

A development plan and written report of the project will need to be submitted to the Planning Staff and will only be accepted after a preapplication conference. This plan and report will be reviewed by the Planning Staff, other relevant City Staff (i.e. City Engineer, Public Works Director, Building Inspector, etc.)

The following documents will be required for approval:

a. A conditional use application and submission if use approval is required for the proposed development or use meeting the requirements of Section 8.17

b. A site plan shall be of a standard size and drawn by an architect, landscape architect, engineer or licensed surveyor meeting the requirements of Section 8.16.

c. A written report describing the intent and general character of the proposed development may be required when deemed applicable and may include:

1. A general description of the project;
2. Any proposed standards for development, including restrictions on use, density, yard requirements and protective covenants;
3. Any plans for the protective of abutting properties;
4. Identification of any proposed dedication of land for public use;
5. Expression of intent with regards to the provisions of open space, courts, walks, and other common areas and their maintenance
6. Tables showing the acreage in the overall project and in each use, as well as density calculations for residential areas;
7. A project completion schedule by phase;
8. Any exceptions, variations or waivers from the requirements of the Zoning Ordinance that are being requested (i.e., the minimum lot area, width, frontage and yard requirements and maximum height requirements otherwise applying may be requested to be waived or modified for the purpose of promoting a more unified, reasonable, or appropriate site plan);
9. Any other data requested by the Planning Department considered necessary to an understanding and evaluation of the project.
10. This information may be included on the site plan, landscape plan, utility or engineering plans when deemed appropriate with the reviewing department.

3. Reserved

4. Reserved

5. Noncompliance.

The violation of any provision of the approved development plan shall constitute a violation of the Ordinance.

6. General Development Standards

a. Lighting Requirements

Light or glare from any operation and all lighting for parking areas or for the external illumination of buildings or for the external illumination of buildings or grounds shall be directed or located in a manner such that direct or indirect illumination from the source of light shall not exceed one foot-candle measured from any property line adjoining a residential zoning district. Outside lights for nonresidential properties/uses must be made up of a light source and reflector so that acting together the light beam is controlled and not directed across an adjacent property. It is the intent of this provision to prevent light from spilling over to adjacent properties in amount that can create negative impacts. The zoning ordinance requires that appropriate lighting in accordance with the latest recommendations of the Illuminating Engineering Society (IES) guidelines be followed. It is recommended that for lighting parking areas, the developer use a vertical burn, super metal halide, forward projection fixture using cut-off type housing, i.e. shoe box type housing. In addition, it is recommended that the poles be made of metal and of a platinum color to lessen their visibility during the day and that, the heights of the poles not exceed 25 feet.

b. Materials and Cladding Requirements

1. New construction in the GC Overlay District:

a. Primary building facades within the corridor overlay facing any public right-of-way shall be finished with 100% of one or more of the following materials:

1. Brick and brick veneer;
2. Stone, stone veneer, and cultured stone;
3. Glass
4. Precast or field-poured tilt concrete panels with texture and architectural detailing;
5. Stucco with architectural detailing;
6. Cementous siding;
7. Wood and wood materials designed and intended for use as exterior finish material;
8. Tilt wall panels;
9. Decorative or architectural split-faced Concrete Masonry Units (CMU);
10. Other primary materials approved by the Planning Commission consistent with the purpose of these standards, including architectural metal panels.
11. Architectural features and attachments may be approved by the Planning Department.

b. Approved building materials shall extend from the front façade around side of the building 20 feet or 20 percent of the wall length whichever is greater. Allowances may be provided for contributing structures in a designated historic district.

c. Fencing and Screening

1. No wire mesh, chain link, barb wire, or razor wire shall be used forward of the front plane of the building without approval of the Planning Commission.

2. No fencing over 4 feet in height shall be used forward of the front plane of the building without approval of the Planning Commission.
3. Dumpster enclosure must be located behind the front plane of the building and be screened by approved corridor materials.

c. Landscaping Requirements: In addition to requirements set forth in Section X, Landscape Regulations of the Opelika Zoning Ordinance, the following buffer and landscape requirements apply.

1. Street Frontage Landscape Buffer:
 - a. Off street parking lots, fronting on the public right-of-way of a designated gateway corridor shall provide a 15 foot wide planting area between the property line and edge of parking lot. The planting area shall consist of plants as listed in Section 10.6, D.2.b of the Landscape Regulations.
 - b. Off street parking lots, fronting on the designated public right-of-way of other streets shall provide a 10 foot wide planting area between the property line and edge of parking lot. The planting area shall consist of plants as listed in Section 10.6, D.2.b of the Landscape Regulations.
2. A 6 foot parking lot buffer shall be planted between the non-street property lines and edge of parking lot (asphalt) consisting of medium and understory trees, and shrubbery as listed in Section 10.6 D.2.b of the Landscape Regulations.
3. Interior Parking Lot Landscaping: Off street parking lots with 25 parking spaces or more shall designate parking lot islands and/or peninsulas as planting areas.
 - a. The planting areas shall be located to divide and break up expanses of parking stalls, and the size of each planting area shall be sufficient to accommodate growth of trees and shrubs.

b. Each planting area shall consist of at least 1 canopy tree or 1 medium tree with each consecutive planting area alternating these types of trees. The remaining planted area shall be planted to capacity with shrubs or other approved plantings. Landscape plans shall be approved by Planning Department.

c. If these Gateway Corridor requirements and Landscape coincide or overlap, the most restrictive regulation shall take precedence.

d. Alternative landscape plans not meeting the requirements above may be approved by the Planning Commission.

d. Equipment and Mechanical Screening:

1. All utility meters, air conditioning units and similar mechanical units shall be screened so as not to be visible from a public right-of-way.

2. All rooftop mechanical units shall be screened from the designated gateway corridor by a parapet wall or other means.

3. Plans must be approved by relevant utility company for safety

7. Special Development Standards

a. Auto Repair

1. New or expanded automobile repair-facilities in this overlay must meet the following standards.

2. Vehicles undergoing repair, painting or bodywork shall remain inside an enclosed structure at all times.

3. Unlicensed, untitled vehicles shall not be permitted on the site at any time.

4. No body or chassis shall be stored on the site at any time. All parts, including body parts, shall be stored within a completely enclosed structure.

5. Adequate provisions shall be made for ventilation and the dispersion and removal of fumes, and for the removal of hazardous chemicals and fluids.

6. There must be a separator within the drainage system if cleaning agents are being rinsed off of vehicles for all washing/rinsing.
7. There shall be no selling of vehicles at a shop for auto repair. The area around the building shall be kept free of debris and shall be maintained in an orderly and clean condition.
8. No repair, service or paint bay shall be oriented so that its interior is visible from the corridor street.

b. Truck stop

1. The total development site of all truck stops shall, in their entirety, be located within one thousand five hundred (1,500) feet of the Interstate 85 right-of-way.
2. No truck stop shall be located greater than quarter mile from the intersection of an Interstate exit ramp and the cross street.
3. All parking areas shall be an all-weather hard surface.
4. Light shall be shielded and oriented in a manner to prevent spillage onto adjoining properties or interfere with traffic. Where possible lighting shall be recessed in canopies.
5. Public address system shall not be audible at any property line.
6. No repair or service bay shall be oriented so that its interior is visible from the corridor street.
7. There must be a separator within the drainage system if cleaning agents are being rinsed off of vehicles for all washing/rinsing.
8. Vehicles undergoing repair, painting or bodywork shall remain inside an enclosed structure at all times.
9. No outside display of goods for sale is allowed.

c. Fast food restaurant

1. Access points and driveways shall be planned and shared between properties to the greatest extent possible.

2. Drive-in displays, ordering areas, and parking canopies are permitted but shall not serve as the singularly dominant feature on the site or as a sign or attention getting device. Order box and pick-up window shall not be oriented towards the designated corridor.
3. The order box must be at least 100-feet away from any residence.

(f) That Section 8.16, "SITE PLAN REVIEW", is hereby amended to read as follows:

Sec. 8.16 SITE PLAN REVIEW

The following information is required for site plan review. A site plan must accurately show all relevant information about a proposed development to permit it to be reviewed against the requirements of this Ordinance, and to provide a permanent record as to the type and characteristics of development approved on the site. Site plans shall be drawn, on an overall sheet size not to exceed 24 by 36 inches, to a standard scale. When more than one (1) sheet is needed, a series of drawings showing different elements of the site design, such as landscaping, utilities, or topography may be submitted. Where such a series is submitted, the top sheet shall include an index of all other sheets in the series. These shall be bound in a single package, with each sheet labeled as to what it shows and its number in the series (e.g., Landscaping Plan, Sheet 2 of 3) The following information is required for site plan approval. If a standard is not applicable to the proposed use the Planning Director may waive the requirement.

A. General Information:

1. Project name;
2. Project owner;
3. Name, address and contact of project representative
4. Date and version of site plan
5. Standard scale (not smaller than one hundred (100) feet to the inch), dimensions and north arrow;

6. Vicinity map showing the site in relation to adjoining properties, streets and other landmarks such that its location within the City can easily be determined.;
7. Owner and use of adjacent property;
8. Total size of the development area in both acreage (to nearest tenth) and square footage;
9. Zoning of subject property and adjacent properties
10. Proposed use;

B. Graphic Information:

1. Boundaries of the site noting bearings and distances from a certified document
2. Size, arrangement and orientation of all buildings, existing and proposed to include:
 - a. their proposed uses;
 - b. dimensions
3. All other proposed uses not contained in a building, their location, and acreage in each, including, but not limited to:
 - a. Outdoor sales or seating areas,
 - b. Outdoor service areas,
 - c. Storage areas and yards
4. Location, width and names of existing or previously platted streets, railroads;
5. Location, width of all existing and proposed utility easements
6. Location, size and dimensions of all previous or proposed vehicular drives, entrances, exits, traffic-circulation patterns, and acceleration and deceleration lanes;

7. Location, size, arrangement, and capacity of all areas to be used for off-street parking and off-street loading, specifying dimensions of parking spaces and delineating loading spaces and designated handicapped parking spaces;
8. Location, size, height, composition material, illumination, and orientation of all signs;
9. Location of dumpsters/roll-carts and any proposed enclosure
10. Location, height, configuration, and material of all walls, fences, or other structures proposed;
11. Location of all other impervious surface areas
12. All flood-prone areas as delineated by the Flood Insurance Rate Maps published by the Federal Emergency Management Agency (FEMA), including a notation of the 100-year flood elevation.
13. All known wetlands and watercourses, including lakes, streams, etc.
14. Phase lines, if the development is to be constructed in phases.
15. Location of existing and proposed sidewalks, greenways or bicycle paths

C. Notational Information: (information to be provided on site/development plan as required)

1. Number of units (residential only)
2. Density of site (residential only)
3. Floor area in square feet, floor area ratio, maximum and proposed
4. Impervious surface area in square feet, impervious surface ratio (ISR), maximum and proposed
5. Parking chart including required parking and proposed parking
6. Building height and number of stories
7. Note that the site will meet all requirements of the City of Opelika Lighting Requirements
8. Any exceptions, variations or waivers from the requirements of the Zoning Ordinance that are being requested (i.e., the minimum lot area, width, frontage and yard requirements and maximum height requirements)

otherwise applying may be requested to be waived or modified for the purpose of promoting a more unified, reasonable, or appropriate site plan);

D. Additional Documents

1. Landscape plan (see Section X) including designated open space, and all proposed buffers and/or screening, both peripheral and internal;
2. Any applicable covenants or restrictions.
3. Any additional information identified and necessary to review the specific site or use.

E. Technical Information

1. Location, grades, and sizes of utilities (water, manholes, sanitary sewer, storm drainage, and power), and the dimension and location of easements;
2. Location of proposed major surface water drainage improvements including required retention or detention;
3. Topography at five foot (5') contour intervals or less, including floodplain boundary;
4. Identification of the proposed method of water supply, sewage disposal, solid waste disposal and calculation of demand for such services;
5. Identification of intended method of surface water drainage;
6. Calculation of average daily traffic and peak hour(s) vehicle trip ends to be generated by the project with estimate of preferred route split;
7. Expression of intent with regards to the provisions of open space, courts, walks, and other common areas and their maintenance;
8. Lighting plan identifying all lighting fixtures to be incorporated on-site and including a certified computer analysis by an approved lighting manufacturer indicating that direct or indirect illumination from the source of light shall not exceed one foot-candle measured at any lot line. All lighting shall be in accordance with Illuminating Engineering Society (IES) guidelines.

- (g) That Section 8.17, “CONDITIONAL USE”, is hereby amended to read as follows:

Sec. 8.17 CONDITIONAL USE

A. Purpose.

Conditional uses are those uses that may have some special impact when proposed for location in particular zoning district or uniqueness such that their effect on the surrounding environment cannot be determined in advance of the use being proposed in a particular location. At that time, a review of the location, design, configuration, and impact is conducted to determine whether the proposed use should be permitted by weighing public need or benefit against the local impact. The review considers the proposal in terms of existing zoning and land use in the vicinity of the use; planned and proposed public and private developments that may be adversely affected by which it is suggested is necessary or desirable to provide a development that is in the interest of the public convenience or that will contribute to the general welfare of the area or the City of Opelika; and whether and to what extent all steps possible have been taken by the developer to minimize any adverse effect of the proposed use on the immediate vicinity and on the proposed use on the immediate vicinity and on the public health, safety, and welfare in general.

B. Applicability.

Any use that is permitted as a conditional use by this ordinance shall comply with this Section. Any permitted use proposed for development at a land use intensity that exceeds the maximum permitted by the district, provided it does not exceed the maximum allowed by this ordinance, shall comply with this Section. Any renovations reuse, or preservation proposal that includes a change of use that is not allowed by the zoning district in which the structure is located, shall comply with this Section. Any use that involves filling of a floodplain shall comply with this Section.

C. Procedure.

1. Applications for a conditional use permit shall be submitted simultaneously with an application for a building permit unless prior approval has been obtained. Applications must be submitted (21) twenty-one days prior to the Planning Commission meeting at which they are to be heard. Applications for conditional uses in all districts must contain the following information:

a. Applications involving new construction, additions, or site reconfiguration must comply with the applicable requirements of Section 8.16 except for subsection E. Technical Information which is only required at the conditional use approval stage if requested by the City Staff or the Opelika Planning Commission. This does not obviate any need for these items during a later site plan or technical review.

b. Applications for conditional uses that do not require external modification or improvements, such as those in an existing building in a downtown environment or suite in an existing and multi-tenant building, may with approval of the Planning Director submit a reduced conditional use application limited to the internal space or other relevant information.

2. The application shall be denied if the Planning Commission finds either that the application and records fail to establish compliance with the standards made applicable to the proposed location, will be inconsistent with the standards applicable to it pursuant to the provisions of this ordinance. Further, the application shall be denied if the adverse impacts of the development, after taking into consideration any proposals of the applicant and any conditions that might be imposed by the Planning Commission pursuant to the provisions of this ordinance to ameliorate them, outweigh any public or private benefits of the proposal and require denial of the conditional use approval in the interest of the overall public health, safety, and welfare.

3. In order to prevent or minimize adverse affects from the proposed use and development. On other properties in the neighborhood and on the general health, safety, and welfare of the City of Opelika, the Planning Commission may, in approving the application for any conditional use permit, impose such restrictions and conditions on such approval, the proposed use, and the premises to be developed or used pursuant to such

approval as it determines are required by the general purposes, goals and objectives of the Comprehensive Plan and this ordinance. All conditions imposed upon any conditional use permit approval, with the exception of conditions made applicable to such approval by the express terms of this ordinance, shall be expressly set forth in the resolution granting such conditional use permits.

4. Within thirty (30) days of the public hearing on the application, unless an extension of this time is agreed to by the applicant, the Planning Commission shall either grant the application for a conditional use permit, grant it subject to conditions, or deny it. The failure of the Planning Commission to act within this time period shall constitute a decision by it that the application be approved.

5. In the event a permit for conditional use is approved or approved subject to conditions, the applicant shall in writing within fifteen (15) days following such decision, acknowledge such approval and unconditionally accept and agree to any conditions imposed on the approval. The City Planner shall then take action to process the application on the zoning certificate for the development to which the conditional use permit applies. In the event such permit is not approved or is approved subject to conditions that are not acceptable to the applicant, the applicant may, within the aforesaid time period, either appeal such decision to Circuit Court or abandon the application at the expiration of this fifteen (15) day period.

6. A conditional use shall expire one (1) year from the date of approval if a valid, current building permit has not been obtained. If the building permit expires or if no building permit is obtained within a year of being granted approval, then the petitioner shall need to resubmit a conditional use application and comply with the zoning ordinance in effect at the time of the resubmitted before proceeding with the conditional use.

D. Conditions on Conditional Use Approvals.

Every conditional use permit shall be contingent that the proposed developments fully comply with all requirements of this ordinance and, where applicable, with

the Opelika Subdivision Regulations. The violation of any condition contained in a conditional use permit shall be a violation of this ordinance.

E. General Use Standards.

1. No application for a conditional use permit shall be approved unless the Planning Commission shall specifically find the proposed conditional use appropriate in the location for which it is proposed. This finding shall be based on the following criteria.
2. The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of the Comprehensive Plan, this ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.
3. There shall be a community need for the proposed use and a need to provide or maintain a proper mix of uses both within Opelika and also within the immediate area of the proposed use: (a) the proposed use shall not result in either a detrimental concentration of a particular use within the City or within the immediate area; and (b) the area for which the use is proposed is not better suited for or likely to be needed for the uses that are permitted as a matter of right within that district, in light of policies or programs of the City of Opelika.
4. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare, either as they not exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Comprehensive Plan, this ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.
5. The proposed use in the proposed area will be adequately served by and will not impose an undue burden on any of the improvements,

facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness and binding commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with the Comprehensive Plan, this ordinance, the other plans, programs, maps and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditional upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

F. Amendments to Permits for Conditional Uses.

Following the issuance of a conditional use permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by the Article for its original approval.

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

Section 3. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 4. Publication. The City Clerk is directed to publish a synopsis of this Ordinance in a newspaper of general circulation in the City of Opelika, Lee County, Alabama pursuant to Section 11-45-8(b)(2), Code of Alabama, (1975) as amended.

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

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2018.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK