



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
March 20, 2018
TIME: 7:00 PM

1. Call to Order

President pro-tem Patricia Jones called the council meeting to order at 7:00 pm and asked Mr. Shuman to call the roll.

2. Roll Call

All council members were present except for President Eddie Smith.

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

3. Invocation

Worship Leader Taylor Downey provided the invocation.

4. Pledge of Allegiance

Liliana and Aimee lead the Plead of Allegiance.

1. Liliana Aleman and Aimee Alcantara from Opelika Middle School.

5. Reading of Minutes

1. Minutes from the 3-6-18 City Council Meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller was absent because of an economic development trip to Germany.

1. City Financial Statements for February 2018.
Joey Motley, City Administrator, asked the city council members to give him a call if they have any questions about the City's financial statements.
2. February 2018 Building Report
Joey Motley gave a summary of the City's February Building Permit report.

8. Citizen Communications

(Limit comments to five minutes or less)

Kelly Curenton said he lives in Opelika and has been here since 1972. I have 41 years of financial experience. When I saw in the news that a \$13.2 million loan from electric to telecom, it brought a question to my mind. How much did the electric system owe in 2010 when the cable system was started? Some of you may be aware there is Federal and State people reviewing your cable financing securities. Someone sent me a copy of ordinance 128-10 last week and asked me for comments. It gave all telecom fees to Regions, although Regions was only loaning \$13.5

million. It is hard to see how the warrant could be issued if the fees were already obligated to Regions. The ordinance said fiber, smart grid and buildings were telecom system. The City then told Moody's the fiber, buildings and smart grid were all electric. So the ordinance said one thing and we told Moody's another thing. The official statement issued by the City said the fiber, high speed internet and the building were all electric. That does not agree with ordinance 128-10. I never saw in the press that our warrant was downgraded in 2014. I don't understand why electric customers had their rates increased in 2015 to pay for something the ordinance says was cable. Why can't cable customers pay for their own system?

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by Prayer Force United for a Walk on Sat. 4-21-18.

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

12. Awarding of Bids

1. Bids 048-18 2018 City Wide Resurfacing - ENG

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

13. Resolutions

1. Resolution Authorize Demolition at 414 Avenue a - Tabled.

Mr. Smith T made the motion to remove said resolution from the Table and was seconded by Ms. Pitts. The following vote was recorded:

Ayes Pitts, Smith T, Canon, Jones.

Nays none.

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

2. Resolution 049-18 Expense Reports from Various Departments.

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

3. Resolution 050-18 Oline Price/ Refund

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

4. Resolution 051-18 Jim Parker/Refund

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

5. Resolution 052-18 USAA Ins. Co/Refund

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

6. Resolution 053-18 Police Lieutenant and Police Sergeant Validated Selection Procedure Contract

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

7. Resolution 054-18 OPS One to Borrow Funds from Electric Funds

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

8. Resolution 055-18 Special Appropriation to Envision Opelika, Unity Stampede Event.

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

9. Resolution 056-18 Support for the T-100 Trainer Jet Project for Tuskegee, Alabama.

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

10. Resolution 057-18 Construction Inspection Agreement for Cunningham Bridge

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

14. Ordinances

1. Ordinance 006-18-ORD Annexation of 160.69 at Foxchase Emerald Lake - 2Nd Reading.

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

15. Appointments

1. Reappoint Patsy Parker to the Board of Education. The new term expires 4-01-23.

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

2. Reappoint Jeff Hilyer to the Utilities Board. The new term expires 5-04-24.

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

16. Adjourn

The City Council meeting minutes of March 20, 2018 are hereby adopted and approved this the 3rd day of April, 2018.

/s/ Patricia Jones

President pro-tem of City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

This council meeting ended at 7:28 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

ABSENT: Eddie Smith



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 2741)

Meeting: 03/20/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2741

Minutes from the 3-6-18 City Council Meeting.

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



OPELIKA CITY COUNCIL

“ REGULAR MEETING MINUTES “

204 South 7th Street

March 6, 2018

TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

All council members were present except for President Eddie Smith who was absent due to a required surgery.

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

3. Invocation

Tabitha Vasilas with Youth for Christ gave the invocation.

4. Pledge of Allegiance

Both Brinson and Ava were present and lead the Pledge of Allegiance.

1. Brinson Harris and Ava Pike from Opelika Middle School.

5. Reading of Minutes

1. Minutes from the Called Council Meeting on 2-20-18.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

ABSENT: Eddie Smith

2. Minutes from the Regular Council Meeting on 2-20-18.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

ABSENT: Eddie Smith

6. Unfinished Business

7. Remarks By the Mayor

1. January 2018 Financial Statements.

Mayor Fuller asked the council members to let him know should they have any questions about the City's January Financial Statements.

2. Recognition of Sheri Spain with the Park & Recreation department.

Mayor Fuller recognized Sheri Spain for her outstanding work with the P&R pottery program and presented her with a proclamation and a performance award.

3. Empty Bowl Check Presentation by Park & Recreation.

Mayor Fuller along with Sam Bailey and Matt Battles presented a check to the Food Bank of East Alabama for \$18,000 which was the proceeds from the annual Empty Bowl sales event.

8. Citizen Communications

(Limit comments to five minutes or less)

Johnny Ford thanked the Mayor and City Council for allowing him to speak for a few minutes. Mr. Ford invited the Mayor and council members to a workshop at UAB on April 15th and 16th. He also mentioned the economic development efforts to help Tuskegee win the T-100 Trainer Jet Project are on going and appreciated the support. He stated 700 jobs would be created and would have a positive economic impact on both Macon and Lee County should Tuskegee be selected for this new plant.

Schris McBride said he is the new owner of the Iris Bread Pub and is working with Main Street to have a St. Patrick's Day event on March 17th from 11am till 6pm. He thanked the City for allowing the temporary street closure on part of 9th Street for this event.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for Main Street Event on March 17Th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

ABSENT: Eddie Smith

2. Request from Main Street for Taste of Town Event on April 24Th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

ABSENT: Eddie Smith

3. Request from Main Street for Relay for Life Event on April 27Th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

ABSENT: Eddie Smith

4. Request for March of Dimes Walk on May 12Th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

ABSENT: Eddie Smith

5. Public Hearing for Demolition - 414 Avenue A

Mr. Shuman stated the proposed demolition covered only the front porch at 414 Avenue A. Ms. Jones opened the public hearing asking if there was anyone present that would like to speak for or against said demolition. The property owner stated the area is secured with safety tape and the front porch has been taken down and should be cleaned up by this weekend. Jeff Kappelman, City Building Inspector, asked the City Council to Table the resolution so he could monitor the progress that is being made. Ms. Jones closed the public hearing.

12. Awarding of Bids

1. Bids 037-18 Weed Abatement - REV

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

ABSENT: Eddie Smith

2. Bids 038-18 Mobile Computing Station for FD & PD - IT

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

ABSENT: Eddie Smith

13. Resolutions

1. Resolution 039-18 Expense Reports from Various Departments.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

ABSENT: Eddie Smith

2. Resolution 040-18 Designate City Personal Property as Surplus & Authorize Disposal

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

ABSENT: Eddie Smith

3. Resolution 041-18 Purchase-One (1) 2018 Chevrolet Tahoe with Options-State Contract #T191L-PD

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

ABSENT: Eddie Smith

4. Resolution Authorize Demolition at 414 Avenue A

- RESULT:** **TABLED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSENT: Eddie Smith
5. Resolution 042-18 Request by AT&T for a SUP at 1981 Airport Road.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSENT: Eddie Smith
6. Resolution 043-18 Request by Sprint for a SUP at 1315 Madison Avenue.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSENT: Eddie Smith
7. Resolution 044-18 Special Appropriation to Opelika School System.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSENT: Eddie Smith
8. Resolution 045-18 Special Appropriation to B&G Clubs for 2018.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSENT: Eddie Smith
9. Resolution 046-18 Accepting Donation from Opelika Rotary Club
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon
ABSENT: Eddie Smith
10. Resolution 047-18 Agreement with Bloom Group, Inc.

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

14. Ordinances

1. Ordinance 005-18-ORD Amend City Code, Chapter 20 Add Article III Entitled Dog Parks - 1st Reading.

This ordinance was introduced by Mr. Smith T.

Mr. Canon then made the motion to suspend the rules and was seconded by Ms. Pitts. The following vote was recorded:

Ayes Pitts, Smith T, Canon, Jones.

Nays None.

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

2. Ordinance Annexation of 160.69 at Foxchase Emerald Lake - 1st Reading.
 This ordinance was introduced by Mr. Canon.

RESULT: FIRST READING INTRODUCED

15. Appointments

1. Reappoint Rusty Melnick to the P&R Board. New term expires 3-15-23.

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

2. Reappoint Wayne Gibson to the Property Maint. Board of Appeals. New term expires 3-16-21.

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

16. Adjourn

The City Council meeting minutes of March 6, 2018 are hereby adopted and approved this the _____ day of _____, 2018.

/s/

President pro-tem 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: 03/20/18 07:00 PM
Department: City Clerk
Category: City Financial Statements
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

MAYOR'S REMARKS (ID # 2751)

DOC ID: 2751

City Financial Statements for February 2018.

COMMENTS - Current Meeting:

Joey Motley, City Administrator, asked the city council members to give him a call if they have any questions about the City's financial statements.

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups
 YTD February 2018
 *Thousands of dollars

	Governmental Funds					Proprietary Funds			Total	
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets		General Long Term Debt
ASSETS										
Cash	\$ 43,264	\$ 11,911	\$ 36	\$ 5,054	\$ -	\$ 2,554	\$ 24,006	\$ -	\$ -	\$ 86,825
Certificates of deposit	16,987	5,000	-	-	-	-	8,454	-	-	30,441
Receivables:										
Accounts and unbilled service	-	-	-	519	-	-	5,477	-	-	5,996
Taxes	6,336	6,641	-	-	-	-	-	-	-	12,977
Licenses and fees	2,651	-	-	-	-	-	-	-	-	2,651
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-
Assessments	107	-	-	-	-	-	-	-	-	107
Interest	(11)	17	-	-	3	-	30	-	-	39
Other	119	1,225	-	-	-	-	-	-	-	1,344
Due from other funds	1,891	-	-	-	13	104	7,113	-	-	9,121
Due from other governments	22	1,227	-	-	-	-	1,069	-	-	2,318
Inventories of supplies, at cost	134	-	-	-	-	-	2,129	-	-	2,263
Prepaid expenses	-	-	-	-	-	-	2	-	-	2
Investments	-	14	-	-	1,058	-	-	-	-	1,072
Investments with fiscal agent	-	-	4,584	-	-	-	3,040	-	-	7,624
Capital assets:										
Land	-	-	-	-	-	-	2,471	10,061	-	12,532
Buildings	-	-	-	-	-	-	13,755	42,627	-	56,382
Equipment	-	-	-	-	-	-	17,850	21,855	-	39,705
Utility systems	-	-	-	-	-	-	120,180	-	-	120,180
Infrastructure	-	-	-	-	-	-	-	92,578	-	92,578
Construction in progress	-	-	-	-	-	-	-	5,195	-	5,195
Total capital assets	-	-	-	-	-	-	154,256	172,316	-	326,572
Less: accumulated depreciation	-	-	-	-	-	-	(73,114)	(55,061)	-	(128,175)
Capital assets, net	-	-	-	-	-	-	81,142	117,255	-	198,397
Deposits	-	69	-	-	-	19	12	-	-	100
Amount to be provided for general long term debt	-	-	-	-	-	-	-	-	88,636	88,636
Total assets	71,500	26,104	4,620	5,573	1,074	2,677	132,474	117,255	88,636	449,913
DEFERRED OUTFLOWS OF RESOURCES										
Employer retirement contributions	-	-	-	-	-	-	1,488	-	-	1,488
Bond refunding costs	-	-	-	-	-	-	129	-	-	129
Total deferred outflows of resources	-	-	-	-	-	-	1,617	-	-	1,617

City of Opelika
Combined Balance Sheet - All Funds and Account Groups
YTD February 2018
*Thousands of dollars

	Governmental Funds				Proprietary Funds				Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt
LIABILITIES									
Accounts payable	1,722	124	-	798	1	133	2,551	-	5,329
Interest payable	-	-	-	-	-	-	819	-	819
Accrued payroll and benefits, due within one year	368	(12)	-	-	-	-	398	-	754
Due to other governments	45	965	-	392	1	-	7,709	-	9,112
Due to other governments	1	255	-	-	-	-	-	-	256
Claims and judgments, due within one year	-	-	-	-	-	254	-	-	254
Bonds payable due within one year	-	-	-	-	-	-	610	-	610
Unearned revenues	-	-	-	-	-	97	525	-	622
Claims and judgments, due in more than one year	-	-	-	-	-	101	-	-	101
Bonds payable, due in more than one year	-	-	466	-	-	-	47,689	88,636	136,791
Net pension liability	-	-	-	-	-	-	8,925	-	8,925
Accrued payroll and benefits, due in more than one year	-	-	-	-	-	-	516	-	516
Customer deposits held	-	-	-	-	-	-	3,044	-	3,044
Total liabilities	2,136	1,332	466	1,190	2	585	72,786	-	167,133
DEFERRED INFLOWS OF RESOURCES									
Net difference in earnings on retirement	-	-	-	-	-	-	17	-	17
Unearned revenues	3,541	8,648	-	-	-	-	-	-	12,189
Total deferred inflows of resources	3,541	8,648	-	-	-	-	17	-	12,206
FUND BALANCES									
Nonspendable	134	69	-	-	978	-	-	-	1,181
Restricted	80	3,214	4,154	577	-	291	3,040	-	11,356
Committed	33	-	-	-	-	-	-	-	33
Assigned	24,916	8,566	-	-	-	-	-	-	33,482
Unassigned	31,522	4,475	-	1	94	-	-	-	36,092
Invested in capital assets, net of related debt	-	-	-	-	-	-	32,972	117,255	150,227
Unrestricted	-	-	-	-	-	1,768	22,031	-	23,799
Encumbrances	9,142	(197)	-	3,805	-	33	3,245	-	16,028
Total fund balances	\$ 65,827	\$ 16,127	\$ 4,154	\$ 4,383	\$ 1,072	\$ 2,092	\$ 61,288	\$ 117,255	\$ 272,198

*Estimated Fund Balances until 2017 Audited Financial Statements are complete

City of Opelika

Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups

YTD February 2018

*Thousands of dollars

	Governmental Funds					Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	
REVENUES:						
Taxes	\$ 16,014	\$ 4,868	\$ -	\$ -	\$ -	\$ 20,882
Special assessments	-	-	-	-	-	-
Licenses and permits	9,090	182	-	-	-	9,272
Intergovernmental	168	332	-	55	-	555
Charges for services	718	-	-	-	-	718
Fines and forfeits	278	-	-	-	-	278
Grants	5	-	-	-	-	5
Contributions	25	-	-	347	-	372
Investment income	88	12	-	6	-	106
Miscellaneous	91	1	-	-	-	92
Total revenues	26,477	5,395	-	408	-	32,280
EXPENDITURES:						
General government	2,558	86	-	-	-	2,644
Public safety	5,835	112	-	-	-	5,947
Public works	1,692	1	-	-	-	1,693
Health	150	-	-	-	-	150
Education	1,500	-	-	-	-	1,500
Welfare	62	-	-	-	-	62
Culture and recreation	2,300	-	-	-	-	2,300
Economic development	815	98	-	-	-	913
Capital outlay	1,787	1	-	1,355	-	3,143
Debt service:						
Principal retirement	284	-	350	-	-	634
Interest and fees	32	-	88	-	-	120
Total expenditures	17,015	298	438	1,355	-	19,106
Excess of revenues over/(under) expenditures	9,462	5,097	(438)	(947)	-	13,174
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	10	-	-	-	-	10
Transfers from other funds	1,253	1,301	4,556	52	8	7,170
Transfers to other funds	(4,281)	(1,592)	-	(44)	-	(5,917)
Total other financing sources/(uses)	(3,018)	(291)	4,556	8	8	1,263
Net change in fund balances	6,444	4,806	4,118	(939)	8	14,437
Fund balances, beginning of the year	59,383	11,321	36	5,322	1,064	77,126
Fund balances, end of period	\$ 65,827	\$ 16,127	\$ 4,154	\$ 4,383	\$ 1,072	\$ 91,563

*Estimated Fund Balances until 2017 Audited Financial Statements are complete

Attachment: CM 3-20-18, Financial Statements for February 2018, 3-19-18 (2751 : City Financial Statements for February 2018.)

City of Opelika
Combined Balance Sheet
Proprietary and Fiduciary Funds
February 28, 2018
**Thousands of dollars*

	Electric 2018 YTD	Telecom 2018 YTD	Sewer 2018 YTD	Solid Waste 2018 YTD	Workmen's Comp. 2018 YTD	Health Insurance 2018 YTD
ASSETS						
Current assets:						
Cash	\$ 12,712	\$ 1,264	\$ 8,489	\$ 1,199	\$ 3,047	\$ (492)
Certificates of deposit	8,454	-	-	-	-	-
Receivables and prepaid expenses	4,731	197	329	251	-	-
Due from other funds and governments	6,937	151	1,094	-	23	82
Inventory	2,129	-	-	-	-	-
Total current assets	34,963	1,612	9,912	1,450	3,070	(410)
Restricted assets:						
Cash and investments with fiscal agent	2,998	-	42	-	-	-
Total restricted assets	2,998	-	42	-	-	-
Net capital assets	45,480	7,792	26,156	1,715	-	-
Other assets:						
Deposits	-	10	2	-	19	-
Total other assets	-	10	2	-	19	-
Total assets	83,441	9,414	36,112	3,165	3,089	(410)
DEFERRED OUTFLOWS OF RESOURCES						
Retirement contributions	906	235	-	347	-	-
Bond refunding costs	-	-	129	-	-	-
Total deferred outflows of resources	906	235	129	347	-	-
Total assets and deferred outflows of resources	\$ 84,347	\$ 9,649	\$ 36,241	\$ 3,512	\$ 3,089	\$ (410)
LIABILITIES						
Current liabilities:						
Accounts and other payables	\$ 3,467	\$ 114	\$ 107	\$ 81	\$ 169	\$ 218
Due to electric fund	-	7,088	-	-	-	-
Due to other funds	115	503	-	2	-	-
Bonds payable within one year	-	-	610	-	-	-
Unearned revenue	23	501	-	-	-	97
Total current liabilities	3,605	8,206	717	83	169	315
Noncurrent liabilities:						
Claims and employee benefits due in more than one year	304	81	-	130	101	-
Bonds payable, in more than one year, net	28,163	13,500	6,027	-	-	-
Net pension liability	5,548	1,467	-	1,910	-	-
Customer deposits held	2,826	57	-	161	-	-
Total noncurrent liabilities	36,841	15,105	6,027	2,201	101	-
Total liabilities	40,446	23,311	6,744	2,284	270	315
DEFERRED INFLOWS OF RESOURCES						
Difference on earnings on plan investments	3	16	-	(2)	-	-
Total deferred inflows of resources	3	16	-	(2)	-	-
NET POSITION						
Invested in capital assets, net of related debt	17,317	(5,708)	19,648	1,715	-	-
Restricted	2,998	-	42	-	209	82
Unrestricted	21,576	(7,845)	8,845	(886)	2,610	(840)
Encumbrances	2,007	(125)	962	401	-	33
Total net position	43,898	(13,678)	29,497	1,230	2,819	(725)
Total liabilities, deferred inflows, and net position	\$ 84,347	\$ 9,649	\$ 36,241	\$ 3,512	\$ 3,089	\$ (410)

*Estimated Fund Balances until 2017 Audited Financial Statements are complete

Attachment: CM 3-20-18, Financial Statements for February 2018, 3-19-18 (2751 : City Financial Statements for February 2018.)

City of Opelika
Combined Summary Statement of Revenues, Expenses, and Changes in Net Position
Proprietary and Fiduciary Funds
February 28, 2018
**Thousands of dollars*

	<u>Electric 2018 YTD</u>	<u>Telecom 2018 YTD</u>	<u>Sewer 2018 YTD</u>	<u>Solid Waste 2018 YTD</u>	<u>Workmen's Comp. 2018 YTD</u>	<u>Health Insurance 2018 YTD</u>
Operating Revenues						
Charges for services	\$ 17,839	\$ 2,511	\$ 1,927	\$ 1,312	\$ 185	\$ 828
Operating Expenses						
Purchases	9,280	869	-	146	-	-
Depreciation	1,319	880	421	104	-	-
Personnel services	1,181	250	2	449	-	-
Other	857	632	975	277	127	1,554
Total operating expenses	<u>12,637</u>	<u>2,631</u>	<u>1,398</u>	<u>976</u>	<u>127</u>	<u>1,554</u>
Operating income/(loss)	5,202	(120)	529	336	58	(726)
Nonoperating Revenues/(Expenses)						
Gain/(Loss) on sale of capital assets	8	-	-	3	-	-
Fiber optic line leases	6	-	-	-	-	-
Investment income	10	2	10	3	5	-
Grant income	-	-	37	4	-	-
Pole rental	-	-	-	-	-	-
Miscellaneous revenues	65	8	-	19	-	1
Interest expense and charges	(760)	(148)	(116)	-	-	-
Total nonoperating revenues/(expenses)	<u>(671)</u>	<u>(138)</u>	<u>(69)</u>	<u>29</u>	<u>5</u>	<u>1</u>
Other Revenues and Transfers In/(Out):						
Capital contributions	20	3	-	-	-	-
Transfers from other funds	-	-	-	-	-	-
Transfers to other funds	(1,248)	-	-	-	-	-
Total other revenues/(expenses)	<u>(1,228)</u>	<u>3</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Income/(loss)	3,303	(255)	460	365	63	(725)
Net position, beginning of year	<u>40,595</u>	<u>(13,423)</u>	<u>29,037</u>	<u>865</u>	<u>2,756</u>	<u>-</u>
Net position before encumbrances	43,898	(13,678)	29,497	1,230	2,819	(725)
Encumbrances	<u>2,007</u>	<u>(125)</u>	<u>962</u>	<u>401</u>	<u>-</u>	<u>0</u>
Net position, end of period	<u>\$ 41,891</u>	<u>\$ (13,553)</u>	<u>\$ 28,535</u>	<u>\$ 829</u>	<u>\$ 2,819</u>	<u>\$ (725)</u>
Additional Information:						
Cash position at February 28, 2018	\$ 12,712	\$ 1,264	\$ 8,489	\$ 1,199	\$ 3,047	\$ (492)
Cash position at February 28, 2017	<u>8,398</u>	<u>(1,030)</u>	<u>6,892</u>	<u>837</u>	<u>2,813</u>	<u>(1,650)</u>
Change in cash	<u>\$ 4,314</u>	<u>\$ 2,294</u>	<u>\$ 1,597</u>	<u>\$ 362</u>	<u>\$ 234</u>	<u>\$ 1,158</u>

*Estimated Fund Balances until 2017 Audited Financial Statements are complete

Attachment: CM 3-20-18, Financial Statements for February 2018, 3-19-18 (2751 : City Financial Statements for February 2018.)

City of Opelika
 General Fund Revenue and Expenditure Summary
 Comparison of Actual and Budget to Prior Year
 YTD February 2018
 *Thousands of dollars

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
Revenues:						
Taxes	\$ 16,135	\$ 16,014	\$ (121)	14,832	\$ 16,014	\$ 1,182
Licenses and permits	8,558	9,090	532	6,944	9,090	2,146
Intergovernmental	162	168	6	293	168	(125)
Charges for services	754	718	(36)	797	718	(79)
Fines and forfeits	228	278	50	267	278	11
Grants	-	5	5	-	5	5
Contributions	7	25	18	18	25	7
Investment income	72	88	16	105	88	(17)
Miscellaneous	136	91	(45)	164	91	(73)
Total revenues	26,052	26,477	425	23,420	26,477	3,057
Expenditures:						
General government	2,332	2,558	226	2,899	2,558	341
Public safety	5,278	5,835	557	6,726	5,835	891
Public works	1,697	1,692	(5)	2,429	1,692	737
Culture and recreation	2,287	2,300	13	2,871	2,300	571
Economic development	1,358	815	(543)	1,293	815	478
Health	120	150	30	161	150	11
Education	1,359	1,500	141	1,376	1,500	(124)
Welfare	44	62	18	49	62	(13)
Capital outlay	502	1,787	1,285	5,181	1,787	3,394
Debt service	315	316	1	319	316	3
Total expenditures	15,292	17,015	1,723	23,304	17,015	6,289
Other financing sources/(uses)						
Sale of capital assets	16	10	(6)	16	10	6
Transfers in	1,255	1,253	(2)	2,474	1,253	1,221
Transfer out	(2,866)	(4,281)	(1,415)	(5,636)	(4,281)	(1,355)
Total other financing sources/(uses)	(1,595)	(3,018)	(1,423)	(3,146)	(3,018)	(128)
Net change in fund balance	9,165	6,444	(2,721)	(3,030)	6,444	9,474
Fund balance, beginning of year	52,012	61,990	9,978	52,012	61,990	(9,978)
Fund balance, year to date	<u>\$ 61,177</u>	<u>\$ 68,434</u>	<u>\$ 7,257</u>	<u>\$ 48,982</u>	<u>\$ 68,434</u>	<u>\$ 19,452</u>
Less:						
Nonspendable	611	134	(477)	-	42	(42)
Restricted	103	80	(23)	-	80	(80)
Committed	22	36	14	-	36	(36)
Assigned	19,852	24,916	5,064	-	24,916	(24,916)
Encumbrances	8,262	9,142	880	-	9,142	(9,142)
	<u>28,850</u>	<u>34,308</u>	<u>5,458</u>	<u>-</u>	<u>34,216</u>	<u>(34,216)</u>
Unassigned fund balance	32,327	34,126	1,799	48,982	34,218	53,668
20% budgeted revenues	4,684	4,684		4,684	4,684	
Available unassigned fund balance	<u>\$ 27,643</u>	<u>\$ 29,442</u>		<u>\$ 44,298</u>	<u>\$ 29,534</u>	

*Estimated Fund Balances until 2017 Audited Financial Statements are complete

Attachment: CM 3-20-18, Financial Statements for February 2018, 3-19-18 (2751 : City Financial Statements for February 2018.)

City of Opelika
General Fund Revenues
Comparison of Actual and Budget to Prior Year
YTD February 2018
*Thousands of dollars

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
Taxes:						
Sales	\$ 12,448	\$ 12,977	\$ 529	\$ 12,775	\$ 12,977	\$ 202
Property:						
Property	3,049	2,428	(621)	1,428	2,428	1,000
Payments in lieu of taxes	25	-	(25)	13	-	(13)
Total property taxes	3,074	2,428	(646)	1,441	2,428	987
Other						
Gasoline	343	335	(8)	340	335	(5)
Cigarette	32	29	(3)	33	29	(4)
Wine and liquor	15	11	(4)	12	11	(1)
Rental	223	233	10	231	233	2
Total other taxes	613	609	(4)	616	608	(8)
Total taxes	16,135	16,014	(121)	14,832	16,014	1,182
Licenses and permits:						
Occupational license	5,164	5,558	394	4,684	5,558	874
Business:						
General	2,390	2,475	85	1,176	2,475	1,299
Lodging	299	379	80	347	379	32
Franchise fee	265	304	39	202	304	102
Miscellaneous	117	81	(36)	134	81	(53)
Total business	3,071	3,239	168	1,859	3,239	1,380
Telecommunications permits and fees	8	17	9	5	17	12
Permits and inspections	312	272	(40)	391	272	(119)
Other	3	4	1	5	4	(1)
Total licenses and permits	8,558	9,090	532	6,944	9,090	2,146
Intergovernmental:						
Shared county motor vehicle	51	56	5	50	56	6
Shared state:						
Bank excise tax	-	-	-	84	-	(84)
Business privilege tax	-	-	-	34	-	(34)
Liquor tax profits	59	70	11	61	70	9
State asset forfeiture	14	4	(10)	16	4	(12)
Total shared state	73	74	1	195	74	(121)
Shared federal asset forfeiture	-	-	-	29	-	(29)
Other	38	38	-	20	38	18
Total intergovernmental	162	168	6	294	168	(126)
Charges for services:						
General government - other	8	9	1	10	9	(1)
Public Safety:						
Fire training	5	5	-	3	5	2
City schools	-	-	-	6	-	(6)
Housing Authority	-	-	-	-	-	-
Auburn University	21	24	3	15	24	9
EAMC	57	64	7	50	64	14
Other	2	5	3	2	5	3
Health - Graves and monuments	71	60	(11)	60	60	-
Public Works - Paving and plan review fees	42	34	(8)	48	34	(14)
Culture and Rec - Entry and concession fees	548	517	(31)	603	517	(86)
Total charges for services	754	718	(36)	797	718	(79)
Fines and forfeits:						
Municipal Court	111	140	29	121	140	19
Red light violations	97	119	22	127	119	(8)
Other	20	19	(1)	20	19	(1)
Total fines and forfeits	228	278	50	268	278	10
Grant income	-	5	5	-	5	5
Contributions	7	25	18	18	25	7
Investment income	72	88	16	105	88	(17)
Miscellaneous	136	91	(45)	164	91	(73)
Total revenues	26,052	26,477	425	23,422	26,477	3,055
Other financing sources						
Proceeds of general obligation debt	-	-	-	-	-	-
Operating transfers from Electric fund	1,250	1,248	(2)	1,255	1,248	(7)
Other transfers	5	5	-	1,219	5	(1,214)
Sale of capital assets	16	10	(6)	16	10	(6)
Total other financing sources	1,271	1,263	(8)	2,490	1,263	(1,227)
Total revenue and other financing sources	\$ 27,323	\$ 27,740	\$ 417	\$ 25,912	\$ 27,740	\$ 1,828

City of Opelika
 General Fund Expenditures
 Comparison of Actual and Budget to Prior Year
 YTD February 2018
 *Thousands of dollars

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
General government:						
Legislative	\$ 153	\$ 144	\$ (9)	\$ 178	\$ 144	\$ 34
Executive	117	89	(28)	256	89	167
Legal	52	124	72	128	124	4
Administration	248	371	123	281	371	(90)
Accounting	197	174	(23)	215	174	41
Human resources	129	131	2	199	131	68
Information technology	702	681	(21)	650	681	(31)
Revenue	107	149	42	132	149	(17)
Municipal court	205	186	(19)	220	186	34
Purchasing	100	76	(24)	111	76	35
Community development	84	56	(28)	61	56	5
Planning	134	129	(5)	200	129	71
Other - nondepartmental	104	248	144	269	248	21
Total general government	2,332	2,558	226	2,900	2,558	342
Public safety:						
Police	3,169	3,398	229	4,048	3,398	650
Probation	24	47	23	55	47	8
Fire	1,995	2,208	213	2,471	2,208	263
Other - nondepartmental	90	182	92	153	182	(29)
Total public safety	5,278	5,835	557	6,727	5,835	892
Public works:						
Streets	493	512	19	520	512	8
Engineering	185	192	7	229	192	37
Administration	164	205	41	188	205	(17)
Cemetery	84	85	1	86	85	1
Auto shop	202	142	(60)	727	142	585
Building maintenance	153	157	4	214	157	57
Inspection	169	165	(4)	228	165	63
Grounds maintenance	247	234	(13)	236	234	2
Total public works	1,697	1,692	(5)	2,428	1,692	736
Culture and recreation:						
Parks and recreation	1,920	1,929	9	2,503	1,929	574
Library	290	292	2	328	292	36
Other - nondepartmental	77	79	2	40	79	(39)
Total culture and recreation	2,287	2,300	13	2,871	2,300	571
Economic development:						
Development	161	113	(48)	249	113	136
Other - nondepartmental	1,197	702	(495)	1,044	702	342
Total economic development	1,358	815	(543)	1,293	815	478
Health:						
Animal control	26	24	(2)	31	24	7
Other	94	126	32	131	126	5
Total health	120	150	30	162	150	12
Education	1,359	1,500	141	1,376	1,500	(124)
Welfare	44	62	18	49	62	(13)
Capital outlay	502	1,787	1,285	5,181	1,787	3,394
Debt service						
Principal retirement	269	284	15	290	284	6
Interest and charges	46	32	(14)	29	32	(3)
Total debt service	315	316	1	319	316	3
Total expenditures	15,292	17,015	1,723	23,306	17,015	6,291
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	1,258	1,301	43	904	1,301	(397)
Transfers to other funds	1,608	2,980	1,372	4,732	2,980	1,752
Total transfers out	2,866	4,281	1,415	5,636	4,281	1,355
Total expenditures and other financing uses	\$ 18,158	\$ 21,296	\$ 3,138	\$ 28,942	\$ 21,296	\$ 7,646

City of Opelika
 Capital Outlay
 Comparison of Actual and Budget to Prior Year
 YTD February 2018
 *Thousands of dollars

	YTD Actual			Budget to Actual		
	2017	2018	Variance	Budget	Actual	Variance
GENERAL FUND						
General Government:						
Legislative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Executive	-	54	54	23	54	(31)
Legal	-	-	-	-	-	-
Administration	-	-	-	-	-	-
Accounting	-	-	-	326	-	326
Human Resources	-	-	-	-	-	-
Information Technology	2	199	197	350	199	151
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total general government	2	253	251	699	253	446
Public Safety:						
Police	210	260	50	1,705	260	1,445
Probation	-	-	-	-	-	-
Fire	149	1,066	917	631	1,066	(435)
Total public safety	359	1,326	967	2,336	1,326	1,010
Public Works:						
Streets	-	-	-	707	-	707
Engineering	35	-	(35)	62	-	62
Administration	49	152	103	103	152	(49)
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	84	152	68	872	152	720
Culture and Recreation:						
Parks and Recreation	57	31	(26)	10	31	(21)
Library	-	-	-	-	-	-
Total culture and recreation	57	31	(26)	10	31	(21)
Total General Fund capital outlay expenditures	\$ 502	\$ 1,762	\$ 1,260	\$ 3,917	\$ 1,762	\$ 2,155
PROPRIETARY FUNDS						
Electric	379	886	507	3,274	886	2,388
Telecommunications	239	473	234	1,659	473	1,186
Sewer	23	-	(23)	478	-	478
Solid Waste	145	225	80	265	225	40
Total Proprietary funds	786	1,584	798	5,676	1,584	4,092
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	420	-	(420)	44	-	44
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	108	-	108
2011 Road Construction - Streets - Fred. Rd.	42	1,107	1,065	1,156	1,107	49
2011 Road Construction - Street paving	148	-	(148)	-	-	-
2011 Road Construction - Other	(258)	198	456	1,206	198	1,008
Capital Improvement funds - Other	755	1	(754)	72	1	71
Industrial Road Grant funds - Other	3	12	9	9	12	(3)
Industrial Road Grant funds - Engineering	37	38	1	812	38	774
Total Other Governmental funds	1,147	1,356	209	3,407	1,356	2,051
Total City of Opelika Capital Outlay	\$ 2,435	\$ 4,702	\$ 2,267	\$ 13,000	\$ 4,702	\$ 8,298

Attachment: CM 3-20-18, Financial Statements for February 2018, 3-19-18 (2751 : City Financial Statements for February 2018.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**MAYOR'S REMARKS (ID # 2740)**

Meeting: 03/20/18 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2740

February 2018 Building Report

COMMENTS - Current Meeting:

Joey Motley gave a summary of the City's February Building Permit report.

City of Opelika Building Inspections Department

February 2018 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
2/1/2018	3151 CAPPS WAY	SOUTHEAST POOL BUILDERS	Swimming Pool	\$ 30,000.00
2/1/2018	3700 ROBERT TRENT JONES TRL	JESCO INC	Alteration	\$ 150,000.00
2/2/2018	110 VETERANS PKWY	HOLLAND HOMES LLC	Foundation	\$ 12,000.00
2/2/2018	3425 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	\$ 273,441.00
2/2/2018	603 GROCE ST	Nick Corley	Accessory Buildings	\$ 20,000.00
2/5/2018	2713 CARRIAGE HOUSE LN	CT TREE & CONSTRUCTION	Accessory Buildings	\$ 4,381.00
2/5/2018	1200 COLUMBUS PKWY	GUARDIAN FUELING TECHNOLOGIES, LLC	Service Stations & Repair Garage	\$ 76,000.00
2/5/2018	1109 SPRING DR 700	METRO POWER	Fire Alarm	\$ 5,000.00
2/5/2018	3700 ROBERT TRENT JONES TRL	JESCO INC	Alteration	\$ 500,000.00
2/6/2018	23 SAMFORD AVE	ALLSOUTH SIGN INC	Signs	\$ 18,000.00
2/6/2018	2100 INDUSTRIAL BLVD	WEST FRASER INC	Building Shell	\$ 109,000.00
2/6/2018	931 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 265,611.10
2/6/2018	1404 PRESTON ST	Pinnacle Construction Services, LLC	Alteration	\$ 2,500.00
2/6/2018	3615 EAGLE NEST	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 178,660.00
2/6/2018	3625 EAGLE NEST	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 191,601.00
2/7/2018	1260 SPRING LAKES XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	\$ 301,595.00
2/7/2018	312 HILLCREST AVE	ALAN YATES CONSTRUCTION	Addition	\$ 15,000.00
2/7/2018	2954 SPRING LAKES XING	HOMEWORKS OF ALABAMA INC	New Single Family Detached	\$ 305,860.00
2/7/2018	2640 ENTERPRISE DR	HOLLIS ROOFING INC	Roofs	\$ 95,000.00
2/7/2018	2816 LAKEVIEW TER	HOMEWORKS OF ALABAMA INC	New Single Family Detached	\$ 271,752.00
2/8/2018	2306 SANDERS CREEK DR	MICHAEL ALLEN HOMES INC	New Single Family Detached	\$ 368,860.00
2/8/2018	200 LANCELOT LN	MICHAEL ALLEN HOMES INC	New Single Family Detached	\$ 265,337.00
2/9/2018	1103 CHANDLER AVE	ACTION BUILDINGS	Accessory Buildings	\$ 4,374.53
2/9/2018	607 W TOWNE LAKE CIR	SCF BUILDING A&O LLC	Accessory Buildings	\$ 3,000.00
2/12/2018	105 BALLARD AVE	A&E HOLDINGS LLC	Alteration	\$ 1,374.00
2/13/2018	507 COMANCHEE DR	SEARS HOME IMPROVEMENT PRODUCT	Alteration	\$ 8,086.00
2/13/2018	2808 PINE KNOLL ST	Willard Lund	Accessory Buildings	\$ 2,800.00
2/14/2018	800 N 10TH ST	Michael Furr	Addition	\$ 18,000.00

2/14/2018	300 CUSSETA RD	STONE MARTIN BUILDERS	Addition	\$ 2,000.00
2/15/2018	3406 HAMILTON RD	William Brunson	Accessory Buildings	\$ 7,000.00
2/15/2018	611 MORRIS AVE	FOUNDING FATHERS	Alteration	\$ 2,000.00
2/16/2018	3125 WYNDHAM INDUSTRIAL DR	EFFECTIVE SIGNS LLC	Signs	\$ 10,472.00
2/19/2018	502 GENEVA ST	Pinnacle Construction Services, LLC	Addition	\$ 156,900.00
2/19/2018	3017 MCKINLEY DR	Builders Professional Group	New Single Family Detached	\$ 328,544.00
2/19/2018	2908 MCKINLEY DR	Builders Professional Group	New Single Family Detached	\$ 328,544.00
2/20/2018	2503 STONYBROOK RD	ADAMSON CONSTRUCTION GROUP LLC	New Single Family Detached	\$ 309,958.00
2/20/2018	3421 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	\$ 260,894.00
2/20/2018	2901 SOCIETY HILL RD	WHATLEY CONSTRUCTION LLC	Addition	\$ 636,817.00
2/21/2018	101 SIMMONS ST	WHITCO ROOFING	Roofs	\$ 202,697.00
2/23/2018	3022 ALUMNI LN	DILWORTH DEVELOPMENT INC	New Single Family Attached	\$ 193,692.00
2/23/2018	3020 ALUMNI LN	DILWORTH DEVELOPMENT INC	New Single Family Attached	\$ 193,692.00
2/23/2018	3018 ALUMNI LN	DILWORTH DEVELOPMENT INC	New Single Family Attached	\$ 193,692.00
2/23/2018	3016 ALUMNI LN	DILWORTH DEVELOPMENT INC	New Single Family Attached	\$ 193,692.00
2/23/2018	1705 CREEK STONE DR	ACTION BUILDINGS	Accessory Buildings	\$ 2,249.00
2/23/2018	3592 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 175,777.00
2/26/2018	806 LORI LN	Builders Professional Group	New Single Family Detached	\$ 244,023.00
2/28/2018	802 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 256,408.00
2/28/2018	1051 DOUGLAS ST B	MASTEC NETWORK SOLUTIONS LLC	Communication Towers	\$ 10,000.00
2/28/2018	1015 RENFRO AVE	BLUE OAK CONSTRUCTION	New Single Family Detached	\$ 261,645.00
				\$ 7,467,928.63


 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 February, 2018

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	9	15
Plumbing Upgrades	11	24
Electrical Upgrades	8	15
Mechanical Upgrades	2	0
Reroofs And Roof Repairs	0	0
Mobile Home Services	0	2
Building Additions/Accessory Structures	0	7

Monthly Totals For February 2009-2018

2009	\$2,154,506.00
2010	\$2,499,524.00
2011	\$2,609,912.00
2012	\$6,527,779.00
2013	\$4,398,357.00
2014	\$4,076,908.00
2015	\$82,365,514.00
2016	\$11,684,949.00
2017	\$7,091,724.00
2018	\$7,467,928.63

Total Permits Issued:

0	New Buildings: Commercial	\$0.00
11	Commercial Renovations And Repairs	\$1,953,414.00
3	Signs	\$28,472.00
21	New Single Family Homes	\$5,363,278.10
15	Residential Repairs And Renovations	\$122,764.53
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
50	Total Building Permits Issued	\$7,467,928.63

Total Permits Issued For February, 2018

\$7,467,928.63

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector



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

Planning Department - Building Inspections Division
Telephone 334-705-5420
Fax 334-705-5159

Fiscal Year To Date Report - 2018

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	42	59
Plumbing Upgrades	19	48
Electrical Upgrades	27	65
Mechanical Upgrades	11	33
Reroofs And Roof Repairs	4	19
Mobile Home Services	0	16
Building Additions/Accessory Structures	1	21

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	\$29,297,485.72

Total Permits Issued:

8	New Buildings: Commercial	\$4,455,176.00
33	Commercial Renovations And Repairs	\$4,086,387.26
17	Signs	\$119,429.24
79	New Single Family Homes	\$19,912,773.05
62	Residential Repairs And Renovations	\$723,720.17
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
155	Total Building Permits Issued	\$15,966,353.00

199

Permit Total Issued for FY 2018

\$29,297,485.72

Jeff Kappelman
JEFF KAPPELMAN
Building Official

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 2738)**

Meeting: 03/20/18 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2738

Request by Prayer Force United for a Walk on Sat. 4-21-18.

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

Shuman, Robert

From: Wendy Rajan <wendyrajan6@gmail.com>
Sent: Tuesday, March 6, 2018 4:20 PM
To: Shuman, Robert
Cc: Mark Gatlin; Melissa Gatlin
Subject: Prayer Force United Proposal April

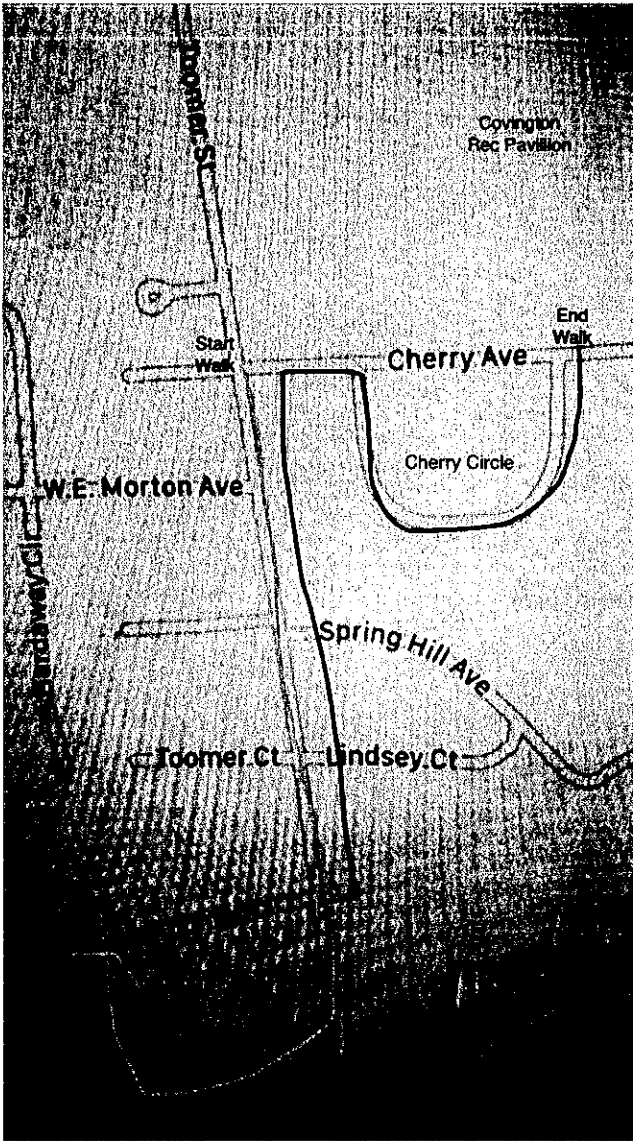
Mr. Shuman,

Hope you are having a great day! Below is a proposal that Prayer Force United would like to present to the city council for consideration. This request is for Saturday, April 21st 10:00 - 11:30 AM. Our request would include a police presence at 10 AM as we gather at Covington Recreation Pavillon and a Police escort for the walk.

Thank you and Bless you,

Wendy Rajan
Mark Gatlin
Melissa Gatlin

Attachment: CM 3-20-18, request from Prayer Force United, walk on Sat. 4-21-18. (2738 : Request by Prayer Force United for a Walk on Sat. 4-



- Gather at Pavillon at Covington Recreation
- Begin on Corner of Cherry Ave
- Take Left on Toomer Street
- Take Right onto Toomer Circle
- Take Left onto Toomer Street
- Take Right onto Cherry Ave.
- Take Right onto Cherry Circle
- End at Pavillon at Covington Recreation



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 048-18

Meeting: 03/20/18 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2748

2018 City Wide Resurfacing - ENG

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a contract for 2018 City Wide Resurfacing for the Engineering Department of the City of Opelika; and

WHEREAS, East Alabama Paving Co., Inc. was the sole bidder meeting specifications; and

WHEREAS, budgeted funds will come from the appropriate accounts;

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

1. That the bid be awarded to East Alabama Paving Co., Inc. on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to East Alabama Paving Co., Inc. in the amount of \$1,201,447.00.
3. That the Controller be authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

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

President, Pro-tem
of the City Council of
the City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bid #18022 – We are asking the Council to approve a contract for 2018 City Wide Resurfacing

FACTS:

- Bid opening date – 3/14/18
- User department – Engineering
- The bid was mailed to 11 vendors
- 1 bid was received
- East AL Paving Co., Inc. submitted the sole bid meeting specifications
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the bid be awarded to East AL Paving Co., Inc. on their sole bid meeting specifications in the amount of \$1,201,447.00.**

[illegible]

RESOLUTION NO. (ID # 2659)

Authorize Demolition at 414 Avenue a - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 414 AVENUE A, OPELIKA, ALABAMA 36801, PARCEL
ID NO.: 43-10-03-07-4-002-026.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 414 Avenue A, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-4-002-026.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

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

WHEREAS, Marilyn Gayle DeNeal is the person last assessing the subject property for state taxes; and

WHEREAS, Alabama Housing Finance Authority and Compass Bank, as Trustee for The 1991 Series C Single Family Mortgage Revenue Bond Program, are the mortgagees of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Marilyn Gayle DeNeal, P.O. Box 2111, Opelika, AL 36803; Alabama Housing Finance Authority, 2000 Interstate Park Drive, Suite 408, Montgomery, AL 36109 and Compass Bank, as Trustee for The 1991 Series C Single Family Mortgage Revenue Bond Program, 15 20th Street S, Suite 1501, Birmingham, AL 35233; and

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

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

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

WHEREAS, Tuesday, March 6, 2018 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 414 Avenue A is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, March 6, 2018, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in

the real property located at 414 Avenue A, Opelika, Alabama; and

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

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

1. The City Council hereby finds and determines that the building or structure located at 414 Avenue A, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-4-002-026.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Commence at the point in the City of Opelika, Lee County, Alabama, where the Southwest margin of South 4th Street intersects the Northwest margin of Avenue A; thence run South 47 degrees 43' 28" West along said Northwest margin of Avenue A 270.00 feet to the point of beginning of the parcel to be described herein; from said point of beginning, thence continue South 47 degrees 43' 28" West along said margin of Avenue A 90.00 feet to the intersection of the Northeast margin of South 5th Street 200.00 feet; thence run North 42 degrees 05' 41" West along said margin of South 5th Street; thence run North 47 degrees 43' 28" East, 180.00 feet; thence run South 42' 05' 41" East, 100.00 feet; thence run South 47 degrees 43' 28" West, 90.00 feet; thence run South 42 degrees 05' 41" East, 100.00 feet to the point of beginning.

Also being further described as Parcel Number 43-10-03-07-4-002-026.000, according to records maintained in the Lee County Revenue Commissioner's Office.

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

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

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

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

ADOPTED AND APPROVED this the ____ day of _____ 2018.

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

ATTEST:

CITY CLERK

Cc: Marilyn Gayle DeNeal
P.O. Box 2111
Opelika, AL 36803

Alabama Housing Finance Authority
2000 Interstate Park Drive, Suite 408
Montgomery, AL 36109

Compass Bank
15 20th Street S, Suite 1501
Birmingham, AL 35233

RESOLUTION NO. 049-18

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
	-----	-----	
Derek Lee	OPS		811.60
	Valeri White	P&R	63.74
	Patricia Jones	City Council	278.20

-) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.
- 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 pro-tem of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

Derek S. Lee

DEPARTMENT

OPS

PERIOD ENDING

3/5/2018

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
SUN												0.00
MON												0.00
TUE	Atlanta, GA										4.00	4.00
WED												0.00
THU	Washington, D.C.	803.60									4.00	807.60
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		803.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	811.60

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Derek Lee @OPS

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
2/27	Tips for Sky Cap/Bellman	4.00
3/1	Tips for Sky Cap/Bellman	4.00

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

2/28/18

NAME

Name Valeri White

DEPARTMENT

Department OPR

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR, LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST Itemize Below	LUNCH Itemize Below	DINNER Itemize Below			
SUN												0.00
MON												0.00
TUE												0.00
WED	Opelika, AL							63.74	65.11			65.11
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	65.11	0.00	0.00	0.00	63.74 65.11

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
2/28/18	Vwhite/Staff	Opelika, AL	Seniors	63.74 65.11	

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TOSend check to
Valerie at Sportsplex

Signature: *Valeri White*
Dan Bailey

NAME

Patricia Jones

DEPARTMENT

Legislative

PERIOD ENDING

3/14/2018

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST Itemize Below	LUNCH Itemize Below	DINNER Itemize Below			
SUN												0.00
MON												0.00
TUE	March 13, 2018. Wash DC	278.20										278.20
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		278.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	278.20

WEEKLY TOTAL EXPENSES ↑

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

3rd Congressional Dinner in Washington DC.

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☐ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

RESOLUTION NO. 050-18

Oline Price/ Refund

Resolution No. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of 2,256.49 can be printed payable to Oline W. Price, Revenue Commissioner, Lee County PO Box 2413, Opelika, Al 36803 for Ad Valorem Taxes remitted in error from October 1, 2013 through September 30, 2016.
- 3) That the City Clerk is hereby authorized to sign, and mail said check to the address as detailed in number 2 above.
- 4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

APPROVED and ADOPTED this the _____ day of March 2018.

PRESIDENT, PRO-TEM

OF THE CITY COUNCIL OF
CITY OF OPELIKA, ALABAMA

ATTEST:

ROBERT G. SHUMAN
CITY CLERK/TREASURER

RESOLUTION NO. 051-18

Jim Parker/Refund

Resolution No. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of \$3,326.23 can be printed payable to Jim Parker Hotel Group, LLC 1651 Parker Way, Opelika, Al 36801, for 4th quarter 2017 quarterly return withheld.
- 3) That the City Clerk is hereby authorized to sign and mail said check to the address as detailed in number 2 above.
- 4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

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

PRESIDENT, PRO-TEM

OF THE CITY COUNCIL OF
THE CITY OF OPELIKA, ALABAMA

ATTEST:

ROBERT G. SHUMAN, CMC
CITY CLERK/TREASURER

RESOLUTION NO. 052-18

USAA Ins. Co/Refund

Resolution No. _____

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

- 1) That Lillie Finley, Purchasing- Revenue Manager, has investigated and confirmed that said refund request is valid and recommends approval.
- 2) That the Purchasing-Revenue Manager is hereby authorized to prepare and process the appropriate documents so a refund check in the amount of 7,264.00 can be printed payable to USAA Insurance Companies, 9800 Fredericksburg Rd, San Antonio, TX 78288 for Business License Fees paid in error for 2015.
- 3) That the City Clerk is hereby authorized to sign and mail said check to the address as detailed in number 2 above.
- 4) That a copy of the Purchasing-Revenue Manager's recommendation is hereto attached as Exhibit "A".

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

PRESIDENT, PRO-TEM
OF THE CITY COUNCIL OF

THE CITY OF OPELIKA, ALABAMA

ATTEST:

ROBERT G. SHUMAN,CMC
CITY CLERK/TREASURER

RESOLUTION NO. 053-18

Police Lieutenant and Police Sergeant Validated Selection Procedure Contract

RESOLUTION NO. _____

POLICE LIEUTENANT AND POLICE SERGEANT VALIDATED SELECTION
PROCEDURE CONTRACT

WHEREAS, a new promotional procedure was adopted in 1997; and

WHEREAS, the last test for Police Lieutenant was administered on May 14, 2015; and

WHEREAS, the list of eligible candidates has been exhausted; and

WHEREAS, the last test for Police Sergeant was administered in December, 2014; and

WHEREAS, the time period for the eligibility list has expired; and

WHEREAS, the validated selection procedure must be re-examined at this time to ensure validity; and

WHEREAS, a proposal has been received by Decisions Inc, which was the sub-contractor that assisted in developing the original procedures; and

WHEREAS, the cost of the proposal is \$40,000.00, plus expenses; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of

Opelika, Alabama, a municipal corporation, as follows:

1. That the Mayor is hereby authorized and directed to execute in the name and on behalf of the City, an agreement with Decisions, Inc., on substantially the terms mentioned in Exhibit "A".
2. That the Mayor, Controller, and Human Resources Director are hereby authorized to take any and all reasonable, necessary and proper actions to carry out the intent and purposes of this Resolution.

APPROVED AND ADOPTED, this _____ day of _____, 2018

Patricia A. Jones
President Pro-Tem of the City Council
Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer



Decisions Inc., Consultants

1014 County Road 196 • Crane Hill, Alabama 35053 • Phone (256) 747-8910

Email: dianejclark@gmail.com

Diane J. Clark, Ph.D., SPHR

March 5, 2018

Lisa McLeod, Human Resources Director
City of Opelika
P.O. Box 390
Opelika, AL 36803

Dear Lisa:

Thank you for contacting Decisions, Inc. regarding the development of promotional examinations for the Police Department for the ranks of Sergeant and Lieutenant.

I have spoken to Chief McEachern and senior staff, who verified that there has been little change in the jobs since the last test. Therefore, similar examination procedures would be used. For the Sergeant, a written, multiple-choice examination and job simulation exercises would be used. The same examination procedure is recommended for the Lieutenant. The multiple-choice examinations would be updated and revised as needed and new job simulation exercises would be developed for each examination. For each rank, a candidate information guide to assist candidates in preparing for the examination would be prepared. Decisions would administer and grade the multiple-choice examinations. Role players would be needed for the job simulation exercises, which would be videotaped and graded by outside assessors, following the examination procedures. Decisions would train the role players and assessors.

As requested, I have reviewed the cost carefully and understand that funds continue to be very limited. I expect that we will be testing more candidates than usual in both ranks, perhaps 15-18 for Sergeant and 12-14 for Lieutenant. The testing would involve several days of testing, and probably two days of grading. However, administering at the approximately the same time, will be efficient and result in less cost for expenses. Cost for test development, administering, and grading would be \$40,000, plus expenses. The City of Opelika is a valued client and we look forward to working with you, and the Police Departments on this project. If you need additional information, please do not hesitate to call me.

Sincerely,

Diane J. Clark, Ph.D., SPHR, SCP

Solutions for your management and human resources issues

MEMORANDUM OF AGREEMENT

Between

**The City of Opelika, Alabama
And
Decisions Incorporated**

Because of an identified need for professional services to assist the City of Opelika, Alabama (hereinafter referred to as the City), in developing, administering, and documenting the validity of the examination procedures used for establishing eligible list for Sergeant in and Lieutenant in the Police Department, the City and Decisions, Incorporated (hereinafter referred to as Decisions) have entered into an agreement for provision of professional services effective upon signing of this agreement by both parties.

Whereas, the City has statutory authority to enter into a contract with any private person, organization or group; and

Whereas, the City has a need for professional services and Decisions has the capacity to provide such services;

Now, Therefore, the City and Decisions, intending to be mutually bound and in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. Services to be Provided

Decisions will provide the City with appropriate examination procedures for the classification of Sergeant and Lieutenant in the Police Department that will include a written multiple-choice test and job simulation exercises, administer the examination procedures and provide the documentation needed to establish the validity of examinations. The examinations will be designed to comply with federal regulatory and professional standards, such as, the Uniform Guidelines on Employee Selection Procedures (29 CFR 1607) and the Principles for the Validation and Use of Personnel Selection Procedures. When the examination is completed, the City will be provided with a report that will serve as written documentation of the validity of the testing procedure.

2. Authorization to Conduct Work

The City reserves the right to specifically and overtly authorize Decisions to engage in activities that will result in financial liability under the terms of this agreement. Decisions acknowledges that the statement of

services to be provided constitutes the general area of work expected to be performed by Decisions and that specific activities to be performed for which the City will be charged must be specifically and overtly authorized by the City contact person designated in paragraph 5, and that no other person employed by the City may implicitly or explicitly authorize work to be paid under this agreement.

3. Period of Agreement

The term of this agreement will begin on the date it is signed by both parties, which is expected to be approximately March 15, 2018, and end on May 31, 2018..

The contract may be terminated at an earlier date upon mutual agreement of the parties or upon ten (10) days written notice by one of the parties to the other.

- a. In the event of termination, all work products developed during the course of the agreement by, for, and in behalf of the City will be returned to the City within fifteen days of the receipt of the notice of cancellation.
- b. Decisions will cease performance of any work upon the receipt of the notification of cancellation. All costs incurred prior to the issuance and receipt of that notice of cancellation shall be paid by the City.

4. Financial Arrangements

The parties hereto agree that this agreement will be performed for a fixed fee of \$40,000.00 plus reimbursable expenses for items such as travel, copying, etc.

- a. The City will pay Decisions monthly for work completed prior to the invoice date
- b. In the event of cancellation, payment will be on a pro-rata basis of the total work performed pursuant to paragraph 1.
- c. Decisions will submit an invoice for each payment, which will include a description of the work performed and any reimbursable expenses since the previous invoice.
- d. The City will make all arrangements for facilities for conducting the examinations and in obtaining experts to assist in administering and grading the examinations.

5. Single Source Contact

The City and Decisions agree that each will designate in writing a single source contact for the purpose of coordination and problem solving during the period of this agreement. Decisions designates Diane J. Clark as its contact, and the City designates Lisa McLeod, Human Resources Director as its contact.

6. Terms and Conditions

It is understood and agreed that all terms and conditions are herein included. No oral agreements of any kind shall be binding or recognized. This agreement may be amended by written agreement of the parties.

7. Personnel System Benefits Excluded

It is understood and agreed that Decisions is an Alabama Corporation and that no one associated with Decisions is entitled to the benefits of the City of Opelika Personnel System.

AGREED:

Gary Fuller., Mayor
City of Opelika, Alabama
P. O. Box 390
Opelika, AL 36803

Date: _____



Diane J. Clark, Ph.D., SPHR
Decisions, Inc.
1014 County Road 196
Crane Hill, AL 35053

Date: March 5, 2018

Attachment: Police Sergeant- Lieutenant Testing Agreement (053-18 : Contract for Police Validated Testing)

RESOLUTION NO. 054-18

OPS One to Borrow Funds from Electric Funds

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING OPS ONE TO BORROW FUNDS
FROM THE ELECTRIC FUND'S UNRESTRICTED CASH**

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

1. That OPS ONE (Telecom) is hereby authorized to borrow a sum not to exceed \$13,200,000 from the Electric Fund's Unrestricted Cash with interest accruing on the unpaid balance at a variable rate equal to the LIBOR (London Interbank Offer Rate) One Year rate plus an additional four basis points. The current LIBOR One Year rate is 2.58% and the initial interest rate on this obligation is 2.62%. The interest rate shall be adjusted annually on October 1 commencing on October 1, 2018 and shall be calculated using the LIBOR One Year rate in effect as of October 1. Interest on the loan shall be accrued and paid on a quarterly basis with the first payment on March 31, 2018 and continuing until maturity or when the amount is repaid in full by OPS ONE. The principal and all interest accrued but not yet paid shall be due and payable on the last day of September 2038. This indebtedness may be paid, in total or any portion thereof, at any time prior to maturity without penalty charges.

2. That the principal of and the interest on the loan authorized hereby shall be payable solely from revenues derived or to be derived from the operation of OPS ONE systems or equipment.

3. That the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this

Resolution.

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

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

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

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

ATTEST:

 CITY CLERK

RESOLUTION NO. 055-18

Special Appropriation to Envision Opelika, Unity Stampede Event.**RESOLUTION NO. _____**

WHEREAS, the Opelika City Council appreciates and fully supports Envision Opelika and the various projects they are currently involved with, and

WHEREAS, Envision Opelika is now in need of additional funds to assist with their 2018 Unity Stampede Walk/Run with all the proceeds being used to fund Character Education, scholarships to Southern Union and promote healthy life styles in the community, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilman Tiffany Gibson-Pitts Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 each agrees to appropriate \$200.00 from their respective discretionary fund, to assist with funding the 2018 Unity Stampede Walk-Run event.

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

1. The City Council approves a special appropriation of \$1,000.00 to Envision Opelika to assist with the cost of the 2018 Unity Stampede Walk-Run event.
2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move the discretionary funds as detailed below to the appropriate account(s):

Patricia Jones	Ward 1	Reserve fund	\$ 200.00
Tiffany Pitts	Ward 2	Reserve fund	\$ 200.00
Dozier Smith T	Ward 3	Reserve fund	\$ 200.00
Eddie Smith	Ward 4	Reserve fund	\$ 200.00
David Canon	Ward 5	Reserve fund	\$ 200.00

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$1,000.00 payable to Envision Opelika

Foundation can be prepared and delivered with said funds being earmarked and designated for the 2018 Unity Stampede Walk-Run event.

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

President pro-tem City Council
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 056-18

Support for the T-100 Trainer Jet Project for Tuskegee, Alabama.

RESOLUTION NO. _____

**Resolution Supporting The Leonardo - DRS Trainer
Aircraft (T-100) To Be Built in Tuskegee, Alabama**

WHEREAS, historic Tuskegee, Alabama, is the home of the “Flying Fighting” Tuskegee Airmen, and their training site Moton Field and Tuskegee University;

WHEREAS, both the Mayor and City Council of Opelika, Alabama are committed to supporting economic development and the creation of jobs in our historic cities in Alabama;

WHEREAS, the United States Air Force (USAF) has received sealed bids to build 35 new fighter jet trainer aircraft with \$16 million called the T-X Trainer;

WHEREAS, should Leonardo-DRS win the USAF award, its production site will be at historic Moton Field in Tuskegee, Alabama and will represent an investment of approximately \$250-\$300 million and the creation of approximately 750 high paying new jobs for Tuskegee, Alabama and the region;

NOW THEREFORE BE IT RESOLVED by both the Mayor and City Council of the City of Opelika, Alabama, fully support Leonardo-DRS in its efforts to bring this new project and investment to Tuskegee, Alabama.

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

MAYOR
CITY OF OPELIKA, ALABAMA

PRESIDENT PRO-TEM CITY COUNCIL
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

RESOLUTION NO. 057-18

Construction Inspection Agreement for Cunningham Bridge

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES WITH CDG ENGINEERING AND ASSOCIATES, INC.

WHEREAS, on February 20, 2018 The City of Opelika, Alabama (hereinafter the “City”) entered into an Agreement with the State of Alabama acting through the Alabama Department of Transportation (“ALDOT”) for the Alabama Transportation Rehabilitation and Improvement Program (ATRIP) grant with federal assistance to construct a replacement bridge on Cunningham Drive over Pepperell Creek (the “Project”); and

WHEREAS, pursuant to said agreement, the City agreed to furnish all construction engineering and inspection (CE & I) according to ALDOT requirements as part of the cost of the Project; and

WHEREAS, the ALDOT has agreed to reimburse the City for all project costs up to the sum of \$1,414,000; and

WHEREAS, said construction engineering and inspection services are grant eligible activities; and

WHEREAS, professional construction engineering and inspection services are needed for the Project; and

WHEREAS, CDG Engineering and Associates, Inc., (“CDG”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide construction engineering and inspection services for the Project; and

WHEREAS, CDG has been approved by ALDOT to provide said services; and

WHEREAS, a proposed Agreement for Construction Engineering and Inspection Services (the “Agreement”) has been prepared by CDG and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

3. That the compensation to be paid to CDG under and pursuant to the Agreement shall be paid from the ATRIP Grant Account for the Cunningham Drive Bridge Replacement Project Path and the Controller is hereby authorized and directed to make all necessary and

appropriate budget adjustments to implement this Resolution. The City will forward invoices for said engineering services to ALDOT for reimbursement.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to AECOM for the provision for engineering services as outlined in the Agreement attached hereto at a total cost not to exceed \$184,300

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

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

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

ATTEST:

CITY CLERK



Engineering. Environmental. Answers.

AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the **City of Opelika, AL**, hereinafter referred to as the OWNER, and **CDG Engineers & Associates, Inc.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have construction engineering services and consultation performed relative to Construction Engineering & Inspection Services, **ALDOT Project ACBR61108-ATRP(016), Bridge Replacement on Cunningham Drive over Pepperell Creek** in the City of Opelika; Lee County, AL, hereinafter referred to as the PROJECT.

WHEREAS, not having engaged any other engineers for the PROJECT, OWNER desires to retain the ENGINEER as its sole and exclusive construction engineering and consulting firm for the PROJECT;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

General Provisions

1.1 The PROJECT is being performed by a Contractor under contract with ALDOT, and ALDOT's Southeast Region is responsible for the general oversight of federal funding for the PROJECT. The ENGINEER was selected to perform construction engineering and inspection (CE&I) services utilizing Section IX, "Selection Procedures for Cities and Counties", from ALDOT's Procedure for the Selection of Architect and/or Engineering Services. Therefore, the terms of the ENGINEER's contract with ALDOT, No. 1998, apply and shall supersede the terms of any provision listed below if any were to conflict.

The Construction Phase

1.2 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction at the Site.

1.3 The ENGINEER will complete and maintain daily record of activities and events relating to the PROJECT.

1.4 The ENGINEER will complete and maintain PROJECT Diaries and Inspector's Daily Reports according to ALDOT procedures.

1.5 The ENGINEER will maintain a PROJECT log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.

1.6 The ENGINEER will interpret the plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.

1.7 The ENGINEER will provide construction observation of the work of the contractor as construction progresses. The ENGINEER does not guarantee the performance of the contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.

1.8 The ENGINEER shall have no responsibility for any contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.

1.9 The ENGINEER will prepare estimates for progress and final payments.

1.10 The ENGINEER will make a final review of the completed improvements with the OWNER and ALDOT to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.

1.11 The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractor(s). If the PROJECT involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.

The Post-Construction Phase

1.12 The ENGINEER will assist OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor for a period of one (1) year after the date of the final inspection and acceptance of the facility by the OWNER.

1.13 Prepare and furnish to OWNER and ALDOT final quantities and final estimate documentation showing appropriate record information based on PROJECT annotation record documents.

ARTICLE 2. Additional Services.

If authorized in writing by OWNER and accepted by the ENGINEER through written amendment hereto, ENGINEER shall furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in Article 4 of the Agreement.

2.1 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

2.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.3 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

2.4 Providing renderings or models not defined as part of construction plans for OWNER's use.

2.5 OMIT

2.6 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a PROJECT; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.7 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

2.8 Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

2.9 Preparing and furnishing to OWNER and ALDOT Record Drawings showing appropriate record information based on PROJECT annotated record documents.

2.10 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT.

2.11 Prepare property deeds, temporary easements, construction easements, Right-of-Way documents, and assist in acquisition of such documents deemed necessary in the scope of each PROJECT.

2.12 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER.

The OWNER shall provide for the ENGINEER the following information and shall do the following:

3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the PROJECT and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.

3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the PROJECT.

3.3 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.

3.4 The OWNER shall be responsible for obtaining Right-of-Way (R.O.W.) acquisitions and/or Easements necessary to carry out construction tasks detailed within the PROJECT plans and specifications. The ENGINEER will assist with acquisitions at the OWNER's request. The ENGINEER will be compensated at an amount equal to the cumulative hours charged to the PROJECT by each class of ENGINEER's employees times the rate shown in the ENGINEER's most current Standard Fee Schedule for each applicable billing class.

3.5 The OWNER shall designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information.

3.6 The OWNER shall provide such accounting, independent cost estimating, and insurance counseling services as may be required for the PROJECT. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT that must be resolved in order for the

ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

3.7 The OWNER agrees to pay all costs of physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER, including but not limited to that testing provided for and reflected in the OWNER's PROJECT budget.

ARTICLE 4. Compensation.

4.1 For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation thereof, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER his actual cost plus a reasonable fee for profit, limited to ten (10) percent.

4.2 Payment will be based on all costs associated with the PROJECT as outlined in Article III – Payment of ALDOT Contract No. 1998.

4.3 The total compensation to the ENGINEER for work provided for when performed under this agreement will be as follows:

1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in the performance of the work, all as determined by the Finance Director of the Alabama Department of Transportation and approved by the OWNER.
2. All other related direct costs paid by the ENGINEER's, applicable to this agreement, such as printing and reproduction; and subsistence of personnel engaged on the PROJECT at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rates.
3. Provisional field office overhead and labor additive rate 145.68 percent on direct salary and wages. The sub-consultants (if any) overhead and labor additives rate shall not exceed the Prime Consultant's rate. The ENGINEER's billable overhead and labor additive rate can only increase to a maximum of five percentage points per year during the life of this agreement. Facilities Capital Cost of Money rate is 1.91% of the direct labor and no profit will be allowed for this item.
4. Profit at the rate of 10.00 percent applied to direct salary, overhead, and approved expenses.
5. Any paid overtime will require prior authorization from the OWNER and ALDOT. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER.
 - a. The hourly overtime rate will be 1.50 times the hourly billable rate.
 - b. Hours worked on holidays observed by the ENGINEER will be billable at the hourly rate of 2 times the hourly billable rate. Observed ENGINEER holidays are New Year's Day, Memorial Day, Independence Day, Labor

Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. Billable holiday work will require prior approval of the OWNER and ALDOT.

4.4 The ENGINEER will perform the necessary engineering work and, unless substantial change is made in the plans or scope of work, the maximum payment for Construction Engineering and Inspection shall not exceed **\$184,300.00**. Upon maximum payment, and if approved by the OWNER, the ENGINEER will continue to provide Construction Engineering and Inspection according to paragraph 4.3 above, as necessary to complete project documentation required by ALDOT. The OWNER is responsible for any Construction Engineering and Inspection above and beyond the maximum payment amount above.

4.5 The ENGINEER will keep separate records of engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation, and subsistence which are directly allocable to this contract. Overhead will be based on the latest available information and will be supported by the ENGINEER's records. All records will be made available, if requested, for inspection by representatives of the OWNER and ALDOT, and copies thereof will be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three (3) years after final reimbursement payment to the OWNER by the Alabama Department of Transportation.

4.6 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.

4.7 If the period of service for construction observation or for engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and engineering services during the extended Period of Service shall be at the rates shown in ALDOT Contract No. 1998. Additional compensation related to time extensions or time overruns to the construction contract requires prior approval of the OWNER and ALDOT.

4.8 N/A

4.9 OWNER shall reimburse ENGINEER for all costs incurred for the physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER, including but not limited to that testing included in the OWNER's PROJECT budget.

4.10 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of 1.05.

4.11 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. OWNER shall pay all costs and fees, including but not limited to attorney's fees, incurred by ENGINEER in the collection of any sums due for services rendered and related service expenses.

ARTICLE 5. Relationship of the Parties.

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorney's fees, resulting from or based upon ENGINEER's actions as OWNER's representative.

5.2 Neither party is to represent to others that the relationship between them is other than as stated above.

5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement with prior approval from ALDOT and OWNER. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents.

6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.

6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by ENGINEER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other PROJECT. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.

ARTICLE 7. Liability and Indemnity.

7.1 The ENGINEER will not be responsible for delays or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.

7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's

experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

7.5 The OWNER shall make no claim for professional negligence, either directly or by way of a cross complaint against the ENGINEER unless the OWNER has first provided the ENGINEER with a written certification executed by an independent consultant currently practicing in the same discipline as the ENGINEER and licensed in the State of Alabama. This certification shall: a) contain the name and license number of the certifier, b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an ENGINEER performing professional services under similar circumstances; and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided by the consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration

ARTICLE 8. Termination.

8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 4, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Miscellaneous.

9.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether

written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.

9.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

9.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.

9.4 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:	The City of Opelika, AL	ENGINEER:	CDG Engineers & Associates, Inc.
By:	_____	By:	_____
Title:	Mayor	Title:	Principal
Date:	_____	Date:	_____
OWNER's Designated Representative:		ENGINEER's Designated Representative:	
_____		Matt Hawes, P.E.	
Title:	_____	Title:	Project Manager
Phone:	_____	Phone:	(256) 891-3458
Fax:	_____	Fax:	(256) 891-3459
Email:	_____	Email:	matt.hawes@cdge.com

ORDINANCE NO. 006-18-ORD

Annexation of 160.69 at Foxchase Emerald Lake - 2Nd Reading.

ORDINANCE NO. _____

ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CITY OF OPELIKA
(PLAINSMEN DEVELOPMENT, INC., PROPERTY)

WHEREAS, on the 6th day of February 2018, Plainsmen Development, Inc., an Alabama corporation (hereinafter referred to as the “Petitioner”) being the owner of the property hereinafter described, did file a Petition for Annexation (the “Petition”) with the City of Opelika, Alabama, a municipal corporation, a copy of which is attached hereto as Exhibit “A”, requesting the annexation of certain property owned by the Petitioner as more particularly described below; and

WHEREAS, said Petition did contain the signatures of all owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Opelika; and

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

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

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

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

Section 2. The boundary lines of the City of Opelika, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Opelika, Alabama, and in addition thereto the following described territory, to-wit:

All the certain tract of land containing 160.69 acres lying in and being a part of Section 32, Township 19 North, Range 27 East, Lee County, Alabama being more particularly described as follows:

Commencing at a 3/4" Open Top Pipe at the Southeast Corner of Section 32, Township 18 North, Range 27 East in Lee County, Alabama, go N03°36'00"W, 784.00 feet to the POINT OF BEGINNING, thence go N03° 36' 00"W, 2993.20 feet, thence following a curve with a chord bearing of S89° 16' 53"W, chord distance of 106.78 feet, with a radius concaving to the southwest 60.00 feet, thence go S88° 40' 32"W, 1021.74 feet, thence go S06° 35' 58"W, 236.76 feet, thence go S18° 59' 41 "E, 193.43 feet, thence go S39° 12' 08"W, 116.01 feet, thence go N83° 55' 26 "W, 85.19 feet, thence go S32° 08' 17"W, 314.90 feet, thence go N82° 51' 04"W, 116.58 feet, thence go S67° 03' 19"W, 98.18 feet, thence go S70° 20' 56 "W, 77.74 feet, thence go S29° 36' 12"E, 191.87 feet, thence go S12° 34' 49"E, 231.75 feet, thence go S10° 23' 19"W, 215.90 feet, thence go S36° 22' 22"W, 203.69 feet, thence go S67° 45' 23"W, 162.96 feet, thence go S66° 04' 28"W, 144.51 feet, thence go S50° 11' 56"W, 135.17 feet, thence go S17° 49' 17"E, 131.90 feet, thence go S35° 17' 50"W, 152.65 feet, thence go N88° 29' 59"E, 62.72 feet, thence go S15° 09' 39"E, 4.65 feet, thence go S37° 18' 29"E, 131.55 feet, thence go S32° 19' 31"E, 102.35 feet, thence go S12° 54' 26"E, 171.90 feet, thence go S45° 34' 58"E, 159.06 feet, thence go S14° 02' 37"E, 69.55 feet, thence go S00° 31' 14"W, 217.19 feet, thence go S12° 40' 17"E, 71.19 feet, thence go S06° 32' 18"W, 82.20 feet, thence go S37° 13' 20"W, 124.31 feet, thence go N87° 50' 52"W, 259.56 feet, thence go N74° 30' 01"W, 139.95 feet, thence go N65° 59' 32"W, 89.16 feet, thence go N71° 42' 26"W, 124.05 feet, thence go N58° 39' 52"W, 116.42 feet, thence go N55° 03' 45"W, 89.34 feet, thence go N55° 05' 21"W, 92.56 feet, thence go N47° 51' 44"W, 94.47 feet, thence go N37° 32' 19"W, 137.12 feet, thence go N51° 22' 33"W, 121.74 feet, thence go N80° 25' 08"W,

138.54 feet, thence go N38° 53' 43"W, 156.75 feet, thence go N59° 09' 16"W, 151.24 feet, thence go N55° 55' 42"W, 71.00 feet, thence go N20° 41' 39"W, 117.27 feet, thence go N30° 17' 06"W, 50.10 feet, thence go N48° 47' 11"W, 63.74 feet, thence go N61° 37' 45"W, 67.43 feet, thence go N79° 46' 31"W, 37.56 feet, thence go N85° 28' 49"W, 33.89 feet, thence go S32° 45' 15"W, 39.33 feet, thence go S17° 15' 37"E, 264.93 feet, thence go S39° 01' 08"E, 156.48 feet, thence go S29° 54' 15"E, 109.22 feet, thence go S20° 03' 57"E, 109.76 feet, thence go S26° 47' 04"E, 121.40 feet, thence go S28° 04' 43"E, 109.13 feet, thence go S41° 57' 39"E, 125.27 feet, thence go S54° 52' 49"E, 115.84 feet, thence go N75° 06' 18"E, 189.85 feet, thence go S74° 34' 20"E, 165.76 feet, thence go S19° 58' 33"E, 172.71 feet, thence go S48° 10' 32"E, 188.57 feet, thence go S32° 40' 16"E, 99.50 feet, thence go S10° 56' 26"W, 72.22 feet, thence go S49° 29' 59"W, 81.98 feet, thence go S63° 07' 49"E, 131.71 feet, thence go S56° 29' 12"E, 78.91 feet, thence go N53° 17' 06"E, 83.34 feet, thence go N26° 02' 37"E, 117.27 feet, thence go S72° 52' 13"E, 132.96 feet, thence go S65° 10' 58"E, 181.35 feet, thence go S21° 28' 17"W, 189.12 feet, thence go N89° 11' 12"E, 35.93 feet, thence following a curve with a chord bearing of S39° 58' 21"E, chord distance of 76.66 feet, with a radius concaving to the northeast 50.00 feet, thence go N89° 11' 00"E, 920.87 feet, thence go N33° 02' 11"W, 192.45 feet, thence go N79° 11' 50"E, 473.47 feet, thence go N32° 40' 46"W, 326.37 feet, thence following a curve with a curve bearing of N00° 37' 58"E, a chord distance of 66.13 feet, with a radius concaving to the east 70.00 feet, thence go S67° 34' 15"E, 198.58 feet, thence go S84° 24' 21"E, 434.42 feet, thence go N51° 27' 07"E, 525.74 feet to the POINT OF BEGINNING.

LESS AND EXCEPT however such portion thereof, if any, previously annexed into the City of Opelika, Alabama.

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

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

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

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

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

PRESIDENT PRO-TEM 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

CITY OF OPELIKA
Planning Commission Report

Action Requested: Annexation

Location of Property: 700 block of Ski Spray Point

Property Owner: Plainsman Development, Inc.

Current Zoning: PJ (Planning Jurisdiction)

Existing Land Use: Vacant/Undeveloped

Adjacent Zoning/Land Use: North: R-2 (Foxchase at Emerald Lake)
 South: Planning Jurisdiction (PJ)
 East: R-2 (Foxchase at Emerald Lake)
 West: Planning Jurisdiction (PJ)

PLANNING STAFF DISCUSSION: Plainsman Development, Inc., has requested the annexation of approximately 160.69 acres into the City of Opelika. The subject property is currently undeveloped and includes the lake. The subject property includes the remainder of the property shown in Foxchase at Emerald Lake Phase 4.

This property is contiguous to the City of Opelika through the rest of Foxchase Subdivision and will help ensure the remainder of the area around the lake is in the City of Opelika.

Section 5.3 of the City of Opelika Zoning Ordinance states that all properties annexed into the City will receive an R-1 zoning designation. The applicant also has a rezoning request to rezone the property from R-1 to R-2 if the property is annexed.

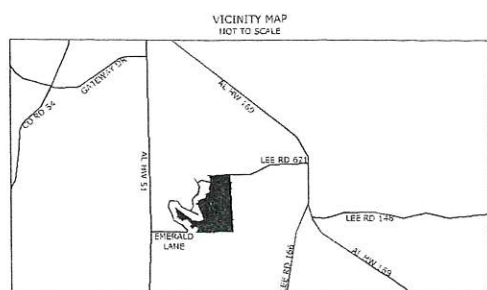
RECOMMENDATION: A positive recommendation to City Council for annexation.

At the February 27th meeting, the Planning Commission voted 6 to 0 (one abstain) to send a positive recommendation to the City Council to annex the 160.69 acres.

This is a request to forward information to the City Attorney to prepare an ordinance to annex the 160.69 acres.

BEING A PART OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 27 EAST,
OPELIKA, LEE COUNTY, ALABAMA

1. Survey North is Grid North based upon Alabama East State Plane Coordinates (NAD83), by GPS observation.
2. Basis for survey:
 - Adjustment on Emerald Lake located in P&B: 16 PG: 84 in the Office of the Judge of Probate of Lee County, Alabama.
 - Purchase on Emerald Lake Phase I located in P&B: 16 PG: 85 in the Office of the Judge of Probate of Lee County, Alabama.
 - Elizabeth Lee Subdivision Second addition
 - Purchase on Emerald Lake Phase II located in P&B: 26 PG: 104 in the Office of the Judge of Probate of Lee County, Alabama.
 - Purchase on Emerald Lake Phase III located in P&B: 26 PG: 101-111 in the Office of the Judge of Probate of Lee County, Alabama.
 - Hidden Woods Subdivision Plat Three located in P&B: 10 PG: 175 in the Office of the Judge of Probate of Lee County, Alabama.
 - Hidden Woods Subdivision located in P&B: 10 PG: 180 in the Office of the Judge of Probate of Lee County, Alabama.
3. According to the FEMA FIA NFIP Flood Insurance Rate Map (FIRM), Map No. 1908-03-0300 effective November 02, 2011, the subject property is located:
 - Zone X (Areas determined to be outside the 0.2% annual chance floodplain)
 - Zone AE (Based Flood Elevations Determined) (Flooded)
4. This deed was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc., that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
5. **The purpose of this map is to show the area to be Annexed to the City of Opelika.**
6. There was no attempt in the field to determine the location or to the extent of possible encroachments beneath the surface.
7. This drawing becomes void if any alterations or changes are made by others.
8. This drawing may not be altered or added to without permission from Barrett-Simpson, Inc.
9. This drawing is not valid for recording or conveyance of the property shown.



Legal Description to be Annexed

All the certain tract of land containing 160.69 acres lying in and being a part of Section 32, Township 19 North, Range 27 East, Lee County, Alabama being more particularly described as follows:

[illegible]

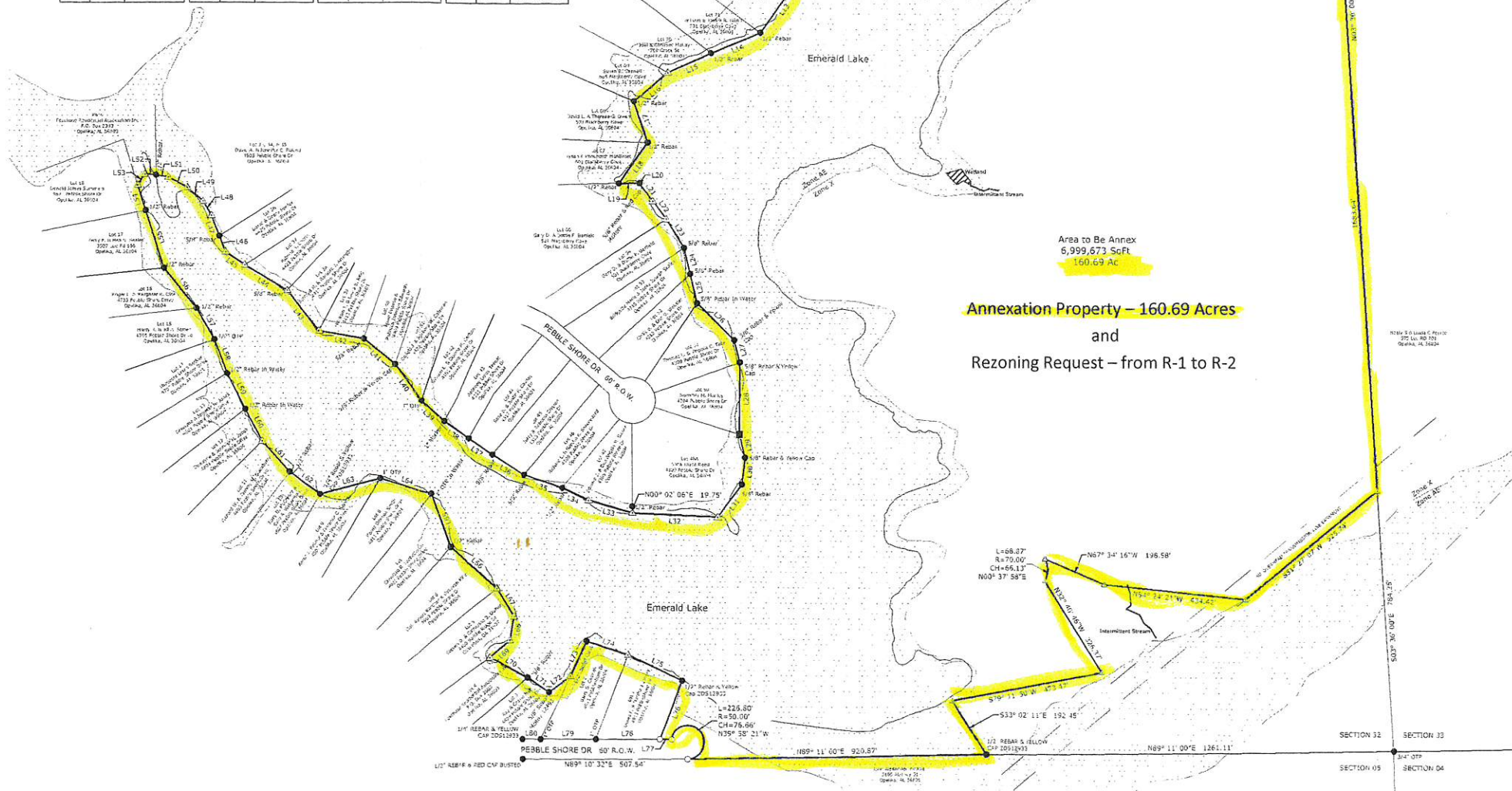
LEGEND

- | | | |
|--|--------|--------------------------------|
| | SS | SEWER LINE |
| | SE | SEWER MANHOLE |
| | SC | SEWER CLEAN OUT |
| | SW | STORM STRUCTURE W/LINE |
| | DW | SINGLE WHIG INLET |
| | GI | DOUBLE WHIG INLET |
| | AI | GATE INLET |
| | JB | AREA INLET |
| | UCS | JUNCTION BOX |
| | INV. | OUTLET CONTROL STRUCTURE |
| | EL | ELEVATION |
| | ACP | REINFORCED CONCRETE PIPE |
| | HDP | HIGH-DENSITY POLYETHYLENE PIPE |
| | DIP | DUCTILE IRON PIPE |
| | PVC | POLYVINYL CHLORIDE PIPE |
| | ACP | VITRIFIED CLAY PIPE |
| | TBM | TEMPORARY BEIC-MARK |
| | R.O.W. | RIGHT-OF-WAY |
| | ASPH | ASPHALT |
| | CON | CONCRETE |
| | BRK | BRICK PAVERS |
| | REC | RECORD BEARING/DISTANCE |
| | TPCL | TYPICAL |

 BARRETT-SIMPSON, INC.

706 12th STREET, MONTGOMERY, AL 36106 (PH 334-297-2423, FAX 334-297-2440)
121 W. BROAD STREET, EUPATEL, AL 36027 (PH 334-687-4257, FAX 334-687-3529)
223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-1267)

Line Table			Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	236.76'	S06°35' 58"W	L11	63.77'	S37°18' 29"E	L41	121.74'	N51°22' 33"W	L11	125.23'	S44°37' 39"E
L2	193.43'	S10°59' 59"E	L12	67.78'	S37°18' 29"E	L42	135.54'	N80°25' 08"W	L12	115.84'	S54°52' 49"E
L3	43.25'	S9°12' 11"04"W	L13	102.35'	S32°19' 12"E	L43	126.58'	N80°25' 08"W	L13	109.93'	S75°06' 06"E
L4	72.76'	S39°12' 08"W	L14	81.28'	S12°54' 26"E	L44	151.24'	N59°05'16"W	L14	165.76'	S74°34' 20"E
L5	183.53'	N83°35' 26"W	L15	90.62'	S12°54' 26"E	L45	71.90'	N55°55' 42"W	L15	172.71'	S159°58' 33"E
L6	314.90'	S32°02' 08"W	L16	159.05'	S05°54' 58"E	L46	50.92'	N20°11' 39"W	L16	168.57'	S140°10' 32"E
L7	116.56'	N02°51' 04"W	L17	69.53'	S14°02' 37"E	L47	66.35'	N20°11' 39"W	L17	99.50'	S120°46' 06"E
L8	98.18'	S67°03' 59"E	L18	21.19'	S60°51' 31"W	L48	50.10'	N20°11' 39"W	L18	72.32'	S150°56' 36"E
L9	77.74'	S70°26' 26"E	L19	72.19'	S12°40' 17"E	L49	63.74'	N48°47' 11"W	L19	81.98'	S149°25' 59"E
L10	191.07'	S50°26' 15"W	L20	82.80'	S08°32' 36"E	L50	67.47'	N61°37' 45"W	L20	131.71'	S63°27' 49"E
L11	231.75'	S12°34' 40"E	L31	124.31'	S37°18' 29"W	L51	37.56'	N79°46' 31"W	L11	70.91'	S66°29' 12"E
L12	218.90'	S20°12' 21"W	L32	129.56'	N87°30' 52"W	L52	33.89'	N85°23' 45"W	L12	63.34'	S11°07' 06"E
L13	202.69'	S36°52' 22"E	L33	259.51'	S44°30' 01"W	L53	39.33'	S25°45' 16"W	L13	117.23'	N06°02' 02"E
L14	162.96'	S67°45' 23"W	L34	186.51'	N65°59' 32"W	L54	81.19'	S17°10' 57"E	L14	132.36'	S75°52' 13"E
L15	144.51'	S66°04' 29"E	L35	124.05'	N71°42' 36"E	L55	183.74'	S17°11' 42"E	L15	181.35'	S55°10' 39"E
L16	135.17'	S50°11' 58"E	L36	116.82'	N58°39' 52"W	L56	136.45'	S39°01' 08"E	L16	189.10'	S21°28' 17"W
L17	131.90'	S50°11' 58"E	L37	86.54'	N55°03' 43"E	L57	109.12'	S29°54' 16"E	L17	35.93'	N89°11' 22"E
L18	132.65'	S33°17' 50"W	L38	92.56'	N55°05' 21"W	L58	126.76'	S20°07' 57"E	L18	193.48'	N89°11' 04"W
L19	62.72'	N08°25' 09"E	L39	94.46'	N42°51' 44"W	L59	121.40'	S26°47' 04"E	L19	171.90'	N55°07' 47"E
L20	4.65'	S11°08' 29"E	L40	137.13'	N37°32' 19"W	L60	138.13'	S28°04' 43"E	L20	55.53'	N65°30' 30"E



Area to Be Annex
6,999,673 SqFt
160.69 Ac

Annexation Property – 160.69 Acres
and
Rezoning Request – from R-1 to R-2

DATE: 05 FEBRUARY 2011
FILE: FOXCHASE

SCALE: 1"=200'
PROJECT NO: 17-0131

DRAWN BY: JAH/T
FIELD BY: JAS

Annex 862

AGENDA ITEM # 3a.

**PETITION FOR
ANNEXATION
PLANNING DEPARTMENT
700 FOX TRAIL
OPELIKA, AL 36801**

P: (334) 705-5156 F: (334) 705-5159

PC DEADLINE: 2/6/18 PC MEETING: 2/27/18PROPERTY OWNER/ AUTHORIZED APPLICANT: Plainsmen Development, Inc.MAILING ADDRESS: 223 S. 9th St. Opelika, AL 36801PHONE NUMBER: 334-745-7026 FAX NUMBER: 334-745-4367EMAIL ADDRESS: brice@barrett-simpson.com**PARCEL INFORMATION**Annexed Property Address: Ski Spray PointCurrent Land Use: Vacant Proposed Zoning: R-2Description of proposed use: Single-Family Residential LotsAdjacent Zoning Districts (if applicable): North: R-2 South: N/A East: R-2 West: N/ATax Parcel Number: 43-10-09-32-0-000-010.000

Ownership Configuration: single parcel/single ownership multiple parcels/single ownership
 single parcel/multiple ownership multiple parcels/multiple ownership

1. Is this property(s) contiguous with Opelika City limits? Yes
2. What is the population of proposed annexed area? None, N/A
3. What is the population by race? White, Black, Hispanic, Asian, Other
4. How many registered voters reside in proposed annexed area? None
5. Are there any businesses in proposed annexed area? No
 List type of business and location: N/A

Proposed Zoning: R-2 Fee: \$250.00 per dwelling or
\$250.00 per business

TOTAL = -0-PAID due

OWNERS SIGNATURE: Don Setch
 (PRINT NAME) Plainsmen Development, Inc.

DATE:
2/7/18

Attachment: plainsman petition (006-18-ORD : Annexation 160.69 Acres, Foxchase Emerald Lake - 2Nd Reading)

REQUIREMENTS

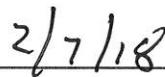
1. Copy of deed of property
2. Copy of legal description of property
3. Following annexation, the property owner is responsible to change the physical address of the property annexed (not just the mailing address). Complete a change of address form provided by the Post Office. Then notify the telephone company about the address change.
4. Fee for Loss of Revenues to Volunteer Fire Department \$250.00

NOTE: Pursuant to Section 8, Act No. 89-390 of the State of Alabama, the County Fire Tax Fee remains in effect for five years after a property is annexed into the Opelika City limits. This State requirement concerns properties with dwellings or commercial improvements not vacant land. After five years, a Fire Tax Fee will not be collected. The Fire Tax Fee is \$50 per year for properties with dwellings (5 yrs. = \$250) or \$50 for properties with commercial improvements, (building) (5 yrs. = \$250). For each annexed property with a structure, a check in the amount of \$250, payable to the City of Opelika, is due when the annexation application, deed, and legal description are submitted. Fee is refundable if annexation is denied.

I hereby request the Opelika Planning Commission to review my annexation application for property located at the (address/general location) Ski Spray Point as described in the legal description submitted. I understand the requirements above that I may be required to provide additional information with my application. The City may require information or waive certain requirements at any time during the annexation process.



Signature (owner)



Date

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

STATE OF ALABAMA

LEE COUNTY

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

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

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

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

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

RESPECTFULLY SUBMITTED this the _____ day of _____, 20_____.

AGENDA ITEM # 3a.

NOTARY SIGNATURES

Before me, Blake Rice,
 a Notary Public in and for said County and State, hereby
 certify that Don Ketcham,
 whose name is signed to the foregoing petition as
 [President, Chairman, etc.]
 of Plainsmen Development, Inc.,
 [Corporation, City], and who is known to me, acknowledged
 before me on this date that he executed the same voluntarily
 for and as the act of said corporation, being duly authorized
 to do so, all on the day they say bears date. Given under
 my hand and official seal of office this the
6th
 day of February, 2018



Notary Public

Don KETCHAM
 (print name)

108 Morning Glory Ln
 (address)

Dothan, AL 36804
 (city, state, zip)

BY: Don Ketcham
 (signature)

ITS: PRESIDENT
 (title)

DATE: 2/7/18

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

Notary Public

(Signature)

(print name)

(mailing address)

DATE: _____

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

Notary Public

(Signature)

(print name)

(mailing address)

DATE: _____

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

Notary Public

(Signature)

(print name)

(mailing address)

DATE: _____

Attachment: plainsman petition (006-18-ORD : Annexation 160.69 Acres, Foxchase Emerald Lake - 2Nd Reading)

AUTHORIZATION TO ACT AS APPLICANT

CITY OF OPELIKA PLANNING DEPARTMENT

700 Fox Trail

Opelika, AL 36801

PH: (334) 705-5156 or FX: (334) 705-5159

I, Don Ketcham, Pres. Plainsman Dev. Co., being owner of the property which is the subject of this application hereby authorize Barrett-Simpson, Inc. (Blake Rice), to act as my representative with the City of Opelika's (Board of Zoning Adjustments, and/or Planning Commission, and/or City Council), as required by the type of request listed on the attached application form.

Property Owner's Signature: Don Ketcham

Date: 12/5/17

STATE OF ALABAMA

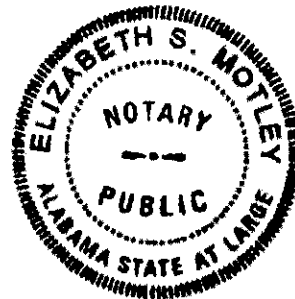
COUNTY OF LEE

I, Elizabeth Motley, a Notary Public in and for said County and State, hereby certify that Don Ketcham, whose name is signed to the foregoing document, and who is known to me or acknowledged before me on this day, that being informed of the contents of said document, did execute the same voluntarily on the day that bears the same date.

Given my hand and seal of office this 5 day of December, 2017

Elizabeth S. Motley
Notary Public

My Commission Expires: 08/03/2020



Legal Description to be Annexed

All the certain tract of land containing 160.69 acres lying in and being a part of Section 32, Township 19 North, Range 27 East, Lee County, Alabama being more particularly described as follows:

Commencing at a 3/4" Open Top Pipe at the Southeast Corner of Section 32, Township 18 North, Range 27 East in Lee County, Alabama, go N03°36'00"W, 784.00 feet to the POINT OF BEGINNING, thence go N03° 36' 00"W, 2993.20 feet, thence following a curve with a chord bearing of S89° 16' 53"W, chord distance of 106.78 feet, with a radius concaving to the southwest 60.00 feet, thence go S88° 40' 32"W, 1021.74 feet, thence go S06° 35' 58"W, 236.76 feet, thence go S18° 59' 41 "E, 193.43 feet, thence go S39° 12' 08"W, 116.01 feet, thence go N83° 55' 26 "W, 85.19 feet, thence go S32° 08' 17"W, 314.90 feet, thence go N82° 51' 04"W, 116.58 feet, thence go S67° 03' 19"W, 98.18 feet, thence go S70° 20' 56 "W, 77.74 feet, thence go S29° 36' 12"E, 191.87 feet, thence go S12° 34' 49"E, 231.75 feet, thence go S10° 23' 19"W, 215.90 feet, thence go S36° 22' 22"W, 203.69 feet, thence go S67° 45' 23"W, 162.96 feet, thence go S66° 04' 28"W, 144.51 feet, thence go S50° 11' 56"W, 135.17 feet, thence go S17° 49' 17"E, 131.90 feet, thence go S35° 17' 50"W, 152.65 feet, thence go N88° 29' 59"E, 62.72 feet, thence go S15° 09' 39"E, 4.65 feet, thence go S37° 18' 29"E, 131.55 feet, thence go S32° 19' 31"E, 102.35 feet, thence go S12° 54' 26"E, 171.90 feet, thence go S45° 34' 58"E, 159.06 feet, thence go S14° 02' 37"E, 69.55 feet, thence go S00° 31' 14"W, 217.19 feet, thence go S12° 40' 17"E, 71.19 feet, thence go S06° 32' 18"W, 82.20 feet, thence go S37° 13' 20"W, 124.31 feet, thence go N87° 50' 52"W, 259.56 feet, thence go N74° 30' 01"W, 139.95 feet, thence go N65° 59' 32"W, 89.16 feet, thence go N71° 42' 26"W, 124.05 feet, thence go N58° 39' 52"W, 116.42 feet, thence go N55° 03' 45"W, 89.34 feet, thence go N55° 05' 21"W, 92.56 feet, thence go N47° 51' 44"W, 94.47 feet, thence go N37° 32' 19"W, 137.12 feet, thence go N51° 22' 33"W, 121.74 feet, thence go N80° 25' 08"W, 138.54 feet, thence go N38° 53' 43"W, 156.75 feet, thence go N59° 09' 16"W, 151.24 feet, thence go N55° 55' 42"W, 71.00 feet, thence go N20° 41' 39"W, 117.27 feet, thence go N30° 17' 06"W, 50.10 feet, thence go N48° 47' 11"W, 63.74 feet, thence go N61° 37' 45"W, 67.43 feet, thence go N79° 46' 31"W, 37.56 feet, thence go N85° 28' 49"W, 33.89 feet, thence go S32° 45' 15"W, 39.33 feet, thence go S17° 15' 37"E, 264.93 feet, thence go S39° 01' 08"E, 156.48 feet, thence go S29° 54' 15"E, 109.22 feet, thence go S20° 03' 57"E, 109.76 feet, thence go S26° 47' 04"E, 121.40 feet, thence go S28° 04' 43"E, 109.13 feet, thence go S41° 57' 39"E, 125.27 feet, thence go S54° 52' 49"E, 115.84 feet, thence go N75° 06' 18"E, 189.85 feet, thence go S74° 34' 20"E, 165.76 feet, thence go S19° 58' 33"E, 172.71 feet, thence go S48° 10' 32"E, 188.57 feet, thence go S32° 40' 16"E, 99.50 feet, thence go S10° 56' 26"W, 72.22 feet, thence go S49° 29' 59"W, 81.98 feet, thence go S63° 07' 49"E, 131.71 feet, thence go S56° 29' 12"E, 78.91 feet, thence go N53° 17' 06"E, 83.34 feet, thence go N26° 02' 37"E, 117.27 feet, thence go S72° 52' 13"E, 132.96 feet, thence go S65° 10' 58"E, 181.35 feet, thence go S21° 28' 17"W, 189.12 feet, thence go N89° 11' 12"E, 35.93 feet, thence following a curve with a chord bearing of S39° 58' 21"E, chord distance of 76.66 feet, with a radius concaving to the northeast 50.00 feet, thence go N89° 11' 00"E, 920.87 feet, thence go N33° 02' 11"W, 192.45 feet, thence go N79° 11' 50"E, 473.47 feet, thence go N32° 40' 46"W, 326.37 feet, thence following a curve with a curve bearing of N00° 37' 58"E, a chord distance of 66.13 feet, with a radius concaving to the east 70.00 feet, thence go S67° 34' 15"E, 198.58 feet, thence go S84° 24' 21"E, 434.42 feet, thence go N51° 27' 07"E, 525.74 feet to the POINT OF BEGINNING.

WARRANTY DEED

The State of Alabama, Lee County

Know all men by these presents, that for and in consideration of the sum of
 Ten Dollars (\$10.00) and other good and valuable consideration-Dollars,
 to the undersigned grantor Elizabeth L. Lee

Plainsmen Developments, Inc., in hand paid by
 the receipt whereof is hereby acknowledged, I, the said
 Elizabeth L. Lee, a widow
 do hereby grant, bargain, sell and convey unto the said
 Plainsmen Developments, Inc., an Alabama corporation
 the following described real estate, to wit:

Parcel A of Elizabeth Lee Subdivision, Second Addition,
 Opelika, Lee County, Alabama, according to and as shown
 by map or plat of said subdivision of record in Town
 Plat Book 14, at Page 149, in the Office of the Judge
 of Probate of Lee County, Alabama; containing 240.47
 acres, more or less.

Subject to any easements, set-back lines or restrictive
 covenants of record.

This deed is given subject to that certain Real Estate
 Sales Agreement entered into by Elizabeth L. Lee and
 Plainsmen Developments, Inc. on December 28, 1989, a
 copy of same being attached hereto as Exhibit A and
 incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Plainsmen Developments, Inc., its
 successors heirs and assigns in fee simple, forever.
 And I do, for myself, my heirs, executors and administrators, covenant
 with the said Plainsmen Developments, Inc., its successors and
 assigns, that I am lawfully seized in fee simple of said premises; that they are
 free from all encumbrances; that I have a good right to sell and convey the same
 as aforesaid; and that I will, and my heirs, executors, and administrators shall,
 warrant and defend the same unto the said Plainsmen Developments, Inc., its
 successors heirs and assigns,
 forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
 on this 20 day of January, 1992.

Witness:

Elizabeth L. Lee (L. S.)
 ELIZABETH L. LEE (L. S.)
 (L. S.)
 (L. S.)
 (L. S.)

CPI 110

BOOK 1641 PAGE 203

Attachment: plainsman petition (006-18-ORD : Annexation 160.69 Acres, Foxchase Emerald Lake - 2Nd Reading)

BOOK 1641 PAGE 204

THIS INSTRUMENT PREPARED BY
H. KENNETH WILKES
OPELIKA, AL 36801-745-7462

Elizabeth L. Lee
TO
Plainsmen Developments,
Inc.

Warranty Deed

The State of Alabama,
Lee County

I, _____
Judge of Probate, hereby certify that this
instrument was filed in my office for re-
cord on _____ day of _____
19____ at _____ o'clock and was duly re-
corded on the _____ day of _____
19____, in Record _____ Page _____
and I hereby further certify that the fol-
lowing privilege tax has been paid on the
within instrument as required by law:
\$ _____ Ct. _____
Judge of Probate.

The State of Alabama
LEE COUNTY

I, _____ the undersigned authority
in and for said State, at Large, hereby certify that _____ Elizabeth L. Lee, a widow,
whose name _____ is _____ signed to the foregoing conveyance, who _____ is _____ known to me, acknowledged be-
fore me on this day, that being informed of the contents of this conveyance _____ she _____ executed the same
voluntarily on the day the same bears date.

In Witness Whereof I have hereunto set my hand and seal of office this _____ day of _____ 19____
_____ 20th
_____ J. Lee
NOTARY PUBLIC
My Commission Expires May 31, 1993

GRANTEE'S ADDRESS:
1617-B 2nd Ave.
Opelika, AL 36801

WARRANTY DEEDSTATE OF ALABAMA
LEE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, to the undersigned grantor, **Frederick W. Fox, an unmarried man**, in hand paid by **Plainsmen Development, Inc.**, the receipt whereof is hereby acknowledged, I, the said **Frederick W. Fox** do hereby grant, bargain, sell and convey unto the said **Plainsmen Development, Inc.** the following described real estate, to-wit:

Parcel B 1-B, a Resubdivision of Parcel B-1 of the Diana Subdivision as shown on map or plat of said subdivision filed for record in Plat Book 17, at Page 34, in the Office of the Judge of Probate of Lee County, Alabama.

The above described property is subject to a 20 foot access road easement, a 20 foot wide drainage easement, a 15 foot wide sanitary sewer easement and a 20 foot wide drainage and utility easement, as shown on map or plat of said subdivision, filed for record in Plat Book 17, at Page 34, in the Office of the Judge of Probate of Lee County, Alabama.

The herein Grantor also transfers, assigns, grants, bargains and sells all of his right, title & interest in and to the reversionary provisions related to a portion of Parcel B 1-A, a Resubdivision of Parcel B-1 of the Diana Subdivision as shown on map or plat of said subdivision filed for record in Plat Book 17, at Page 34, in the Office of the Judge of Probate of Lee County, Alabama, as set out in that certain deed from **Frederick W. Fox to Perrin C. Bryant and Patricia A. Bryant**, dated November 3, 1994, and filed for record in Book 1899, at Page 069, in the Office of the Judge of Probate of Lee County, Alabama.

This conveyance and the warranties hereinafter contained are made subject to any and all restrictions, easements, covenants, and rights-of-way of record in said county affecting said described property.

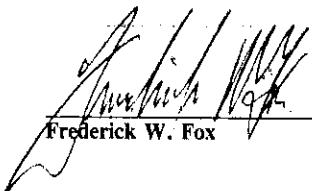
This is not the homestead of the Grantor.

TO HAVE AND TO HOLD unto the said **Plainsmen Development, Inc.**, its successors and/or assigns in fee simple, forever. And I do, for myself and my heirs, executors and administrators, covenant with the said **Plainsmen Development, Inc.**, its successors and/or assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances; that I have a good right to sell and convey the same as aforesaid; and that I will, and my heirs, executors, and administrators shall, warrant and defend the same unto the said **Plainsmen Development, Inc.**, its successors and/or assigns, forever, against the lawful claims

BOOK 2105 PAGE 011

of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 9th day of December, 1996.


Frederick W. Fox

(L.S.)

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State, at Large, hereby certify that **Frederick W. Fox, an unmarried man**, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he executed the same voluntarily on the day the same bears date.

In Witness Whereof I have hereunto set my hand and seal of office this 9th day of December, 1996.


Notary Public

My Commission Expires: 1/15/98

Grantee's Address:

4913 Pebble Shore Dr.
Opelika, AL
36801

THIS INSTRUMENT PREPARED BY
NANCY DAVIS
ATTORNEY AT LAW
324 EAST MAGNOLIA AVENUE
AUBURN, ALABAMA 36830
93-077N

018254

2105-14
BOOKED
FILED IN
NOTARY OFFICE

96 DEC 10 AM 10:55

HALL COUNTY JUDGE

MORTGAGE TAX

OFFER MAY 79.00

BOOK 2105 PAGE 015

Attachment: plainsman petition (006-18-ORD : Annexation 160.69 Acres, Foxchase Emerald Lake - 2Nd Reading)