



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
May 1, 2018
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

All city council members were present.

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

3. Invocation

Mr. Bill White gave the invocation.

4. Pledge of Allegiance

Susannah Couey lead the Pledge of Allegiance. Justin McKemie was not present.

1. Susannah Couey and Justin McKemie, Duke Tip Scholars from OMS.

5. Reading of Minutes

1. Minutes from the 4-17-18 City Council Meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded everyone that the Summer Swing series at the Municipal Park starts tonight. Noon Tunes starts Wednesday at Noon at Courthouse Square. Mayor Fuller also said the World Premier of the movie "Life of the Party" at Tiger 13 in Opelika was a great success.

1. Supporting Envision's Opelika Character Creed.

Mayor Fuller asked Tom Tippet to come up front to present the Opelika Character Creed that has been adopted by Envision Opelika and their Character Council.

2. Proclamation - National Day of Prayer.

Mayor Fuller presented a proclamation for the National Day of Prayer (NDP) to Laura Fuller and Bill White. The NDP will be at Noon on May 3rd at Courthouse Square.

3. Employee Performance award - Case O'Dell.

Mayor Fuller and Scott Parker presented an employee performance award to Case O'Dell of the City's Engineering department.

4. Recognize Duke Tip scholarship winners.

Mayor Fuller presented a certificate to Susannah Couey in recognition of selection as a Duke Tip scholar winner. Justin McKemie was not able to attend the council meeting.

8. Citizen Communications

(Limit comments to five minutes or less) No one came forward to speak.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by FBC, Temporary Street Closure - Avenue B.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

2. Request Temporary Street Closure, City's Memorial Day Event on 5-28-18.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

3. Storybook Farm Inc Request Special Events Alcohol License

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

4. Mini Mart Food Store Request Retail Beer & Wine Off-Premise License.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

12. Awarding of Bids

13. Resolutions

1. Resolution 082-18 Expense Reports from Various Departments.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

2. Resolution 083-18 Refund - Occupational License Fees.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

3. Resolution 084-18 Waiver of Permit Fees for Habitat for Humanity.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

4. Resolution 085-18 Special Appropriation to Leadership Lee County.

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

5. Resolution 086-18 Supporting Envision's Opelika Character Creed.

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

6. Resolution 087-18 Sportsplex Road Construction Change Order #1

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

7. Resolution 088-18 Agreement with Constantine Engineering, WWTP - P/W.

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

8. Resolution 089-18 Authorize Purchase of Real Property, Lauderdale.

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

9. Resolution 090-18 Authorize Purchase of Real Property, Pridgen.

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

10. Resolution 091-18 Agreement for Consulting Services with Greg Leikvold.

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

14. Ordinances

1. Ordinance Amend Grand National PUD Master Plan - 2Nd Reading

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

2. Ordinance Amend Zoning Ord & Map, Foxchase at Emerald Lake, R-1 to R-2 - 2Nd Reading

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

15. Appointments

16. Adjourn

The City Council meeting minutes of May 1, 2018 are hereby adopted and approved this the 15th day of May, 2018.

/s/ Eddie Smith

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn

The council meeting ended at 7:28 pm.

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 2798)

Meeting: 05/01/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2798

Minutes from the 4-17-18 City Council Meeting.

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



OPELIKA CITY COUNCIL

“ REGULAR MEETING MINUTES “

204 South 7th Street

April 17, 2018

TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

All Council members were present.

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

3. Invocation

Senior Pastor Robin Wilson provided the invocation.

1. Senior Pastor, Robin Wilson - First United Methodist Church.

4. Pledge of Allegiance

Savannah, Sara and Jamie were present and lead the Plead of Allegiance.

1. Savannah Kark - Miss OHS, Sara Hollis Smith T - SGA President, Jamie Lowe - Senior Class President.

5. Reading of Minutes

1. Minutes from the 4-03-18 City Council Meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller passed our copies of the City's March 2018 financial statements to the City Council members.

1. March 2018 Building Inspections Report

Mayor Fuller asked Joey Motley, City Administrator, to present a summary of the City's March 2018 Building Inspection report.

2. Proclamation for Parental Alienation Awareness Day and "Bubbles for Love".

Mayor Fuller presented a proclamation declaring Parental Alienation Awareness Day.

3. Proclamation to Orrin 'Boody' Brown.

Mayor Fuller presented a proclamation to Orrin 'Boody' Brown recognizing and thanking him for his many years of military service.

4. Recognition of the Lady Dawgs Basketball Team.

Mayor Fuller presented certificates and gifts to the OHS Lady Dawgs Basketball Team recognizing and congratulating them on an outstanding season.

5. Employee Performance Awards.

Mayor Fuller presented employee performance awards to Byron Prather, David Floyd, Jim Darden and Leigh Krehling for outstanding job performance.

6. Employee Service Awards.

Mayor Fuller presented City service pens to various city employees recognizing their many years of service for the City of Opelika.

8. Citizen Communications

(Limit comments to five minutes or less)

Kelly Curenton stated he is a finance and engineering graduate and has been reviewing the financial records pertaining to the Electric warrants and Telecom loan. The last time I was here I talked about ordinance no. 128-10 where the city borrowed \$13.5 million for the cable system. Then four months later, the city approved ordinance no. 104-11 authorizing \$28.3 million in electric warrants. I have read all 128 pages of the official statement. No where in this document does it say the items would be used for cable. As noted in ordinance 128-10, cable construction must be paid by cable fees not electric fees. In 2015 when you passed a new rate ordinance the debt service was \$1.4 million for electric warrants which was used for cable according to your audits and your contractor. All \$13 million building cost was charged to electric and none to cable. All these cost are in the electric matrix. In addition, over \$3.2 million in vehicles purchases are charged to electric with none to cable according to the capital purchase data. Without the \$1.4 million debt service, electric customers would have received a refund rather than a rate increase. President Smith advised Mr. Curenton his time was up and thanked him for the information.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request from Prayer Force United for Walk on May 19Th, 2018.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

2. Request by Jean Dean RIF, Annual Run to Read on Sat. October 27, 2018.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

3. Request from KOB, Temporary Road Closure, Garden in the Park on 5-5-18.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

4. Request from Pride on the Plains for Parade on Friday 6-01-18.

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

5. AU Hotel & CC Request Special Events Alcohol Retail License.

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

6. Public Hearing for Demolition - 207 Raintree Street
 President Smith opened this public hearing asking if there was anyone that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing, Project Agreement First South Farm Credit.
 President Smith opened this public hearing asking if there was anyone that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.

8. Public Hearing, Project Agreement S&E Holdings, LLC.
 President Smith opened this public hearing asking if there was anyone that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.

9. Public Hearing, Amend National Village PUD Master Plan
 President Smith opened this public hearing asking if there was anyone that would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

10. Public Hearing, Foxchase at Emerald Lake, from R-1 to R-2
 President Smith opened this public hearing asking if there was anyone that would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 070-18 Industrial Access Road Improvements for CarTech - ENG

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

2. Bids 071-18 Uniform Cleaning - PD

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

13. Resolutions

1. Resolution 072-18 Expense Reports from Various Departments.

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

2. Resolution 073-18 Designate City Personal Property Surplus and Authorize Disposal

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
3. Resolution 074-18 Refund Occupational Tax.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
4. Resolution 075-18 Purchase - Cisco Equipment - IT
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 076-18 Authorize Demolition - 207 Raintree Street
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 077-18 Agreement with CDG Engineering, IAR - CarTech.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 078-18 Annual MWPP Reports Sewer Treatment Plants - P/W.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 079-18 Project Agreement with First South Farm Credit, ACA.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 080-18 Project Agreement with S&E Holdings, LLC.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 081-18 Special Appropriation to the Boy Scouts of America.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Ordinances

1. Ordinance Amend Grand National PUD Master Plan - 1St Reading
This ordinance was introduced by Mr. Smith T.

RESULT: FIRST READING INTRODUCED

2. Ordinance Amend Zoning Ord & Map, Foxchase at Emerald Lake, from R-1 to R-2 - 1St Reading

This ordinance was introduced by Mr. Canon.

RESULT: FIRST READING INTRODUCED

15. Appointments

1. Appoint Robert Elliott to the Library Board. The current term ends 10-19-18.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

2. Appoint David McCain to the LRCOG/MPO Citizen Advisory Committee. Term ends 4-07-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

3. Appoint Haley Wilder to the Historic Preservation Commission. Term ends 8-19-21.
Ms Pitts stated there should be minority representation on this committee.

RESULT: APPROVED [4 TO 0]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSTAIN: Tiffany Gibson-Pitts

16. Adjourn

The City Council meeting minutes of April 17, 2018 are hereby adopted and approved this the ____ day of _____, 2018.

/s/

President of City Council

City of Opelika, Alabama

ATTEST:

/s/

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.
The council meeting ended at 8:07 pm.

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 2806)**

Meeting: 05/01/18 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2806

Request by FBC, Temporary Street Closure - Avenue B.

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

Shuman, Robert

From: Austin <austinj@fbcopelika.com>
Sent: Tuesday, April 24, 2018 5:14 PM
To: Shuman, Robert
Cc: Chris Woods; Laurel Mattox
Subject: FBC Opelika VBS Road Closures

Mr. Shuman,

Great speaking with you this afternoon. Below is outlining specially First Baptist Opelika's request.

FBCO would like to close B Avenue between 8th street and 9th street on the dates and times listed below.

This is the week of our vacation bible school and during these times we have over 1500 young kids on our campus. With safety and security the top of our priority for each guest on our campus we request to close this section of B avenue due to the amount of children, parents, and volunteers that cross going to and from the FBCO building. Traffic along this road in past years has been very dangerous when bringing classes back and forth.

[Monday, June 11](#)

7AM to 1PM

[Tuesday, June 12](#)

8AM to 1PM

[Wednesday, June 13](#)

8AM to 1PM

4PM to 9PM

[Thursday, June 14](#)

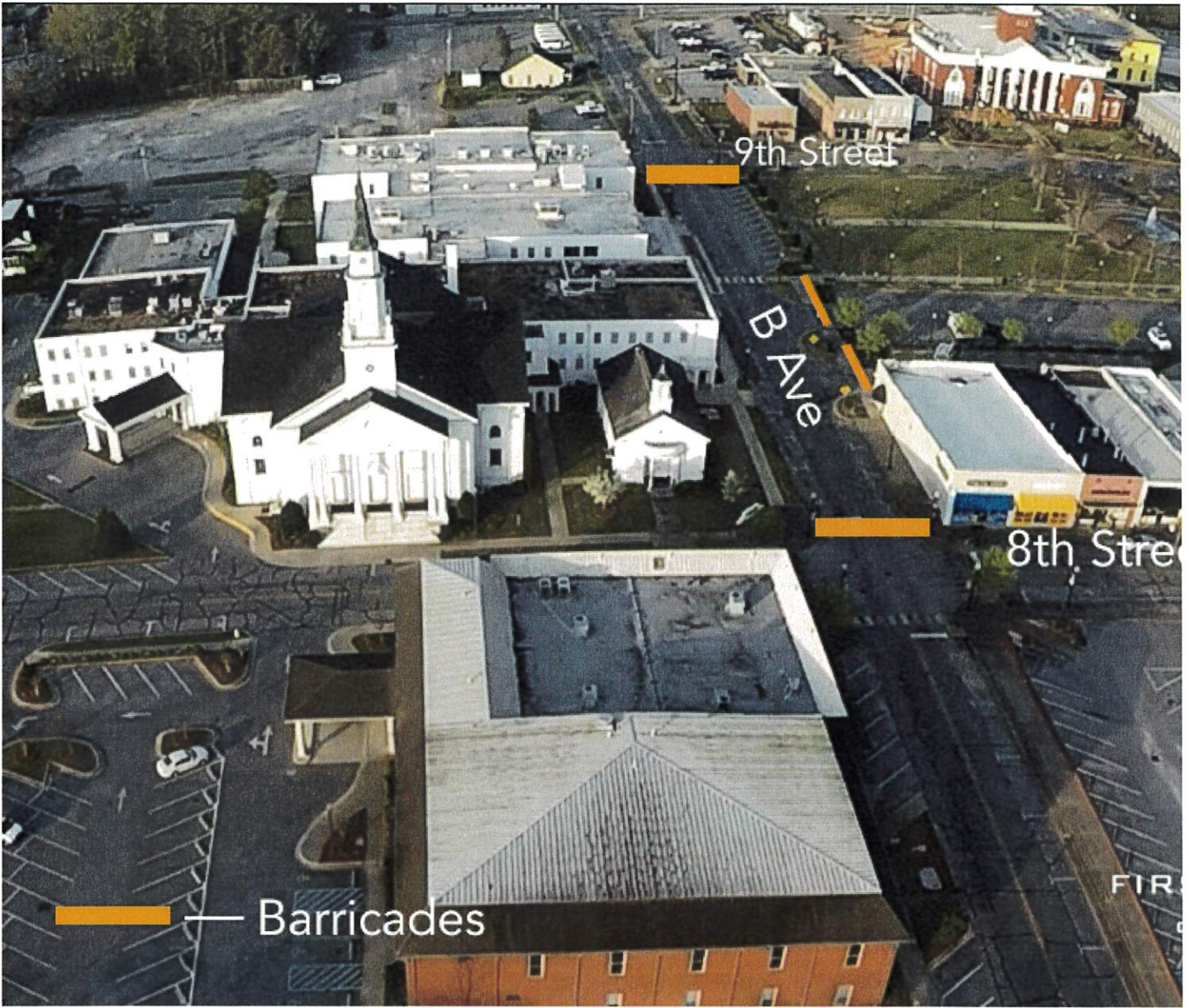
8AM to 1PM

Attached is the aerial map of the road.

Thank you for working with us to keep our event safe and secure.

Austin Jones
 FBC Opelika
 Associate Director of Media
 Campus Safety Coordinator
 C: 205-613-9635

Attachment: CM 5-01-18, request from FBC, temp street closure for VBS (2806 : Request by FBC, Temporary Street Closure - Avenue B.)



Attachment: CM 5-01-18, request from FBC, temp street closure for VBS (2806 : Request by FBC, Temporary Street Closure - Avenue B.)

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 2807)**

Meeting: 05/01/18 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2807

Request Temporary Street Closure, City's Memorial Day Event on 5-28-18.

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

Shuman, Robert

From: Krehling, Leigh
Sent: Wednesday, April 25, 2018 4:55 PM
To: Shuman, Robert
Cc: Arrington, Barbara
Subject: Memorial Day - Street Closure

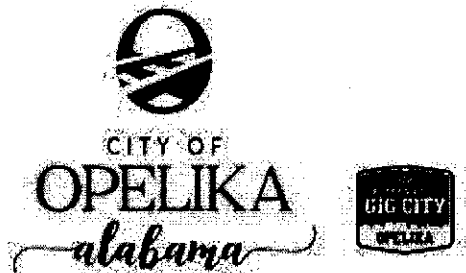
Hey Bob – **CORRECTION**

I need to make a request at the next City Council meeting to **close 7th** Street between Avenue A and Avenue B on May 28 from 8 a.m. – Noon for Memorial Day Ceremony. Please let me know if you need anything more from me. Thanks< Leigh

Leigh G. Krehling
Community Relations Officer
 City of Opelika, Alabama
 204 South 7th Street
 Opelika, AL 36801

(334) 705-5136 (Office)
 (334) 705-5153 (FAX)

lkrehling@opelika-al.gov
www.opelika.org



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Attachment: CM 5-01-18, request temp. street closure, City Memorial Day event on 5-28-18. (2807 : Request Temporary Street Closure, City's



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 05/01/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 2801)

DOC ID: 2801

Storybook Farm Inc Request Special Events Alcohol License

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 05/01/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 2802)

DOC ID: 2802

Mini Mart Food Store Request Retail Beer & Wine Off-Premise License.

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

RESOLUTION NO. 082-18

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
-----	-----	
Lori Huguley	ED	55.00
Lori Huguley	ED	143.98
Alex Patrick	ED	301.75

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

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

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

Department Econ Dev

WEEKLY TOTAL EXPENSES

Korea Misc. out of pocket expenses for tips, etc.

☒ MAIL: TO

Packet Pg. 21

Name

Department

Expense Report

Alex Patrick

ECONOMIC DEVELOPMENT

Period Ending

4/20/2018

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

		CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL
Date	Day			AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES	Itemize Below					
								BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
1/24/2018		Opelika, AL					2.14						2.14
1/25/2018		Opelika, AL					9.09						9.09
2/1/2018		Opelika, AL					9.09						9.09
2/9/2018		Opelika, AL					9.09						9.09
2/13/2018		Opelika, AL					9.09						9.09
2/21/2018		Opelika, AL					9.09						9.09
3/1/2018		Montgomery, AL					31.65						31.65
3/2/2018		Montgomery, AL					33.17						33.17
3/6/2018		Opelika, AL					9.09						9.09
3/20/2018		Opelika, AL					9.09						9.09
3/27/2018		Montgomery, AL					33.7						33.7
3/28/2018		Montgomery, AL					33.7						33.7
3/29/2018		Opelika, AL					9.09						9.09
4/5/2018		Opelika, AL					9.09						9.09
4/12/2018		Opelika, AL					9.09						9.09
4/16/2018		Montgomery, AL					33.7						33.7
4/16/2018		Auburn, AL & Montgomery, AL					33.7						33.7
4/19/2018		Opelika, AL					9.09						9.09
WEEKLY CATEGORY TOTALS\$			0.00	0.00	0	0	0.00	301.75	0.00	0.00	0	0	301.75
WEEKLY TOTAL OF EXPENSES													

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL

DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS
					100%
					100%
					100%
					100%
					100%

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FROM PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

personal vehicle travel

ITEMIZED AUTOMOBILE EXPENSES

DATE	PARKING, REPAIRS, TEC.	AMOUNT
1/24/2018	Tour	2.14
1/25/2018	Pick up trail card	9.09
2/1/2018	Industrial park visits	9.09
2/9/2018	Industrial park visits	9.09
2/13/2018	Industrial park visits	9.09
2/21/2018	Industrial park visits	9.09
3/1/2018	Leaving car at PowerSouth	31.65
3/2/2018	Back to office	33.17
3/6/2018	Industrial park visits	9.09
3/20/2018	Industrial park visits	9.09
3/27/2018	Montgomery Chamber Event	33.7
3/28/2018	Montgomery Chamber Event	33.7
3/29/2018	Industrial park visits	9.09
4/5/2018	Industrial park visits	9.09
4/12/2018	Industrial park visits	9.09
4/15/2018	PowerSouth Event	33.7
4/16/2018	PowerSouth Event	33.7
4/19/2018	Industrial park visits	9.09

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

METHOD OF REIMBURSEMENT

DEDUCT FROM MY OR

SIGNATURE

APPROVED BY

RESOLUTION NO. 083-18

Refund - Occupational License Fees.

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 \$7,651.85 can be printed payable to Todd M. Shackett, 2196 Mt. Vernon Ln Auburn, Al 36830 for occupational tax paid in error from 2017- 2018.
- 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.

C.E. "Eddie" Smith, Jr.

President of the City Council of the
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 084-18

Waiver of Permit Fees for Habitat for Humanity.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE WAIVER OF ALL BUILDING
AND CONSTRUCTION PERMIT FEES FOR HOUSES BEING
CONSTRUCTED BY AUBURN OPELIKA HABITAT FOR HUMANITY**

WHEREAS, there is a lack of sanitary, safe and affordable dwelling accommodations for persons of moderate and low income; and

WHEREAS, Auburn Opelika Habitat for Humanity (“Habitat”) is a non-profit organization dedicated to building simple, decent and affordable housing for low and moderate income persons; and

WHEREAS, Habitat works in partnership with persons in need of decent and adequate housing who would not ordinarily qualify for home ownership; and

WHEREAS, Habitat’s selection committee chooses homeowners based on their level of need, their willingness to become partners in the program and their ability to repay the loan; and

WHEREAS, Habitat relies on voluntary labor in order to construct simple and affordable homes with its partner families; and

WHEREAS, some corporations and businesses who value good corporate citizenship provide financial support to the projects and/or donate materials for use in construction; and

WHEREAS, upon completion, the home is sold to the family partner with a no-interest mortgage; and

WHEREAS, Habitat works with the homeowners helping them to become responsible homeowners and citizens; and

WHEREAS, Habitat has requested that the City of Opelika (the “City”) waive any and all building and construction fees and site review fees related to houses being constructed by Habitat within the corporate limits of Opelika; and

WHEREAS, pursuant to §11-96A-3, *Code of Alabama*, municipal governing bodies may appropriate, lend or donate funds or properties to any non-profit corporation or agency to be used for the purpose of funding or providing low or moderate income housing; and

WHEREAS, the City Council of the City of Opelika (the “Council”) finds and determines that the waiver of such building and construction permit fees will serve a valid and

sufficient public purpose because it will facilitate the construction of low and moderate public housing for the benefit of the general public.

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

1. That the Council does hereby waive any and all building and construction permit fees and site review fees required by the City related to houses being constructed by Habitat for a period of one (1) year from the date of this Resolution. Habitat shall be exempt from the payment of the following fees:

- (a) Planning fees
- (b) Plan review fees
- (c) Building permit fees, including electrical, mechanical and plumbing permit fees
- (d) Subdivision application fees
- (e) Zoning application fees
- (f) Site review fees
- (g) Conditional use and site plan review fees
- (h) Sewer tap fees

2. 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.

3. That this Resolution shall take effect upon its passage and adoption by the City Council and shall remain in full force and effect for one (1) year from the date this Resolution was adopted and approved.

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

RESOLUTION NO. 085-18

Special Appropriation to Leadership Lee County.**RESOLUTION NO. _____**

WHEREAS, Mayor Fuller and the Opelika City Council appreciates and fully supports the Leadership Lee County program, and

WHEREAS, Leadership Lee County is in need of additional funds and sponsorships to help with the expenses of their annual graduation ceremony, and

WHEREAS, all five Council members have agreed to contribute \$100.00 from their respective discretionary current year account or reserve fund.

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

1. That the City Council approves said request to provide a total of \$500.00 to Leadership Lee County to assist with the expenses for their annual graduation.
2. That City Council members wish to provide \$100.00 each from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

Patricia Jones	Ward 1	Reserve fund	\$100.00
Tiffany Pitts	Ward 2	Reserve fund	\$100.00
Dozier Smith T	Ward 3	Reserve fund	\$100.00
Eddie Smith	Ward 4	Reserve fund	\$100.00
David Canon	Ward 5	Reserve fund	\$100.00

3. That the City Council hereby declares and determines that the expenditure of these
public funds will serve a public purpose for the City of Opelika.
4. The Mayor and the Controller is hereby authorized and directed to make a budget adjustment for \$500.00 from the various accounts/funds as detailed in No. 2. above to the appropriate account(s).

5. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$500.00 can be prepared payable to Leadership Lee County and earmarked for their annual graduation event.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 086-18

Supporting Envision's Opelika Character Creed.**RESOLUTION NO. _____**

WHEREAS, the Opelika City Council members and Mayor Gary Fuller appreciate and fully support the Envision Opelika Foundation, Inc. (Envision Opelika) and its Character Council; and

WHEREAS, the Character Council of Opelika has been organized for promoting, developing and reinforcing a strong character environment in all aspects that touch the lives of Opelika citizens and to continue Opelika's recognition as a City of Character; and

WHEREAS, the Envision Board and the Opelika Character Council have adopted the following Opelika Character Creed:

- We believe it is important to build good character in individuals and for society.
- We believe good character is above race, religion, age, gender, education and personality.
- We believe a person of good character exhibits attributes and virtues that promote good behavior and habits.
- We believe the basic building blocks for good character are integrity, honesty, loyalty, self-sacrifice, accountability and self-control.
- We believe character marks who we are as individuals.
- We believe character highly influences the choices that we make in our lives.
- We believe character traits determine how a person responds and reacts to certain situations in life.
- We believe good character manifest itself in front of people but, also - more importantly - when no one else is watching.
- We believe good character creates a foundation for happy, healthy and trusting relationships.
- We believe good character helps to improve our self-esteem and confidence.
- We believe building good character is a life-long endeavor that involves commitment, practice, struggles through failures and continued motivation.
- We believe building good character in individuals is essential to building a caring and respectful community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a municipal corporation, hereby supports, promotes and adopts the Opelika Character Creed.

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

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

Attest:

Robert G. Shuman
City Clerk-Treasurer

RESOLUTION NO. 087-18

Sportsplex Road Construction Change Order #1

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE CONTRACT
BETWEEN THE CITY OF OPELIKA AND W. S. NEWELL & SONS INC.
CONSTRCUION OF THE SPORTSPLEX CONNECTOR ROAD**

WHEREAS, the City Council of the City of Opelika, Alabama previously approved a Contract dated as of December 19, 2017, by and between the City of Opelika, Alabama (the “City”) and W. S. Newell & Sons, Inc. for the construction of the Sportsplex connector road; and

WHEREAS, the City Engineer has advised that unforeseen rock formation was discovered within the roadway grading limits; and

WHEREAS, said rock formation will have to be blasted and removed for the grading and construction of the roadway. The City Engineer has recommended that the rock be removed; and

WHEREAS, the presence of said rock formations were not detected during the design of the Project and the removal of said rock formation are not in the contract to be performed by the contractor; and

WHEREAS, Change Order Number 1 to the Contract between the City and W. S. Newell and Sons, Inc. have been submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 will increase the total contract amount by an additional \$75,172.50, resulting in a new contract amount of \$1,754,546.00; and

WHEREAS, said Change Order is necessitated by unforeseen circumstances arising during the course of work for items not contemplated when the plans and specifications were prepared and bid, and the amount of the Change Order Number 1 does not exceed 10 percent of the contract price; and

WHEREAS, the City Engineer has reviewed all prices and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 1; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 1.

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

Alabama, as follows:

1. That Change Order Number 1 to the Contract dated December 19, 2017, between the City and W. S. Newell & Sons, Inc., a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit "A", is hereby approved.

2. That the Mayor is hereby authorized and directed to execute Change Order Number 3 in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they, or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Change Order Number 1.

4. That the amount of the Change Order shall be paid from the 2011 Road Construction Bond Fund.

5. That the Mayor and Controller are hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this Resolution and Change Order.

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

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

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

ATTEST:

CITY CLERK

CITY OF OPELIKA

CHANGE ORDER

PURCHASE ORDER NUMBER 1802469 CHANGE ORDER NUMBER 1

DATE PO ISSUED 2/19/2018 EFFECTIVE DATE OF CHANGE 05/01/2018

BID NUMBER 18007 ACCOUNT NUMBER 0059-09-9333-430-098031

DEPARTMENT Engineering

W. S. Newell & Sons, Inc.

NAME OF VENDOR

10480 Highway 80 E.

ADDRESS

Montgomery AL 36117
CITY STATE ZIP

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:

Unforeseen conditions occurred during the construction of the project where unmovable rock foundations were encountered. This will require a revised scope of work and negotiated line items to complete the construction of the project. The Engineering Department as well as the Construction Engineering and Inspection (CE&I) representatives both find these items, cost and scope of work fair, reasonable and necessary for the completion of the project.

Contractor's proposal and CE&I recommendation is attached:

ORIGINAL CONTRACT AMOUNT: \$1,679,373.50

CONTRACT AMOUNT PRIOR CHANGE: \$1,679,373.50

THIS INCREASE: \$75,172.50

THIS DECREASE: \$0

NEW CONTRACT AMOUNT: \$1,754,546.00

NEW DATE OF COMPLETION: _____

CHANGE APPROVED AND ADOPTED THIS _____ DAY OF _____, 2018

GARY FULLER
MAYOR

Attachment: Change Order 1 (087-18 : Sportsplex Road Construction Change Order #1)

CHANGE ORDER #1--Rock Blasting and Removal					
	Blast survey and monitoring	Lump Sum	1.00	\$ 2,702.50	\$ 2,702.50
	Mobilization	Each	2.00	\$ 1,437.50	\$ 2,875.00
	Mass Blasting	Cubic Yard	4000.00	\$ 9.78	\$ 39,120.00
	Trench Blasting	Cubic Yard	500.00	\$ 34.50	\$ 17,250.00
	Exploratory Drilling	Hours	20.00	\$ 316.25	\$ 6,325.00
	Hoe Ram Rental	Lump Sum	1.00	\$ 6,900.00	\$ 6,900.00
					\$ 75,172.50

From: Jay Conner
To: [Parker, Scott H](#)
Cc: [Tim Simpson](#); [Chris Rogers](#)
Subject: FW: Rock excavation and removal
Date: Friday, April 20, 2018 11:09:07 AM

Scott,

The below email from Phillip Turner, of W. S. Newell, addresses a worst-case estimate for rock removal at the Sportsplex Road extension project. As referenced in Phillip's email, they have uncovered approximately 1,500 CY of mass rock around station 16+00. That may be the extent of the mass rock but Newell estimated a total of not more than 4,000 CY for the entire job. There are no other means to remove this mass rock in the roadway. We have considered alternatives that would include adjusting grades to miss the rock. But any proposed engineering adjustments would require a surplus of material that we don't have and would most likely be as expensive, if not more expensive, to implement.

As for trench rock, we are expecting to hit solid rock in the sanitary sewer outfall extension to the existing manhole. We were able to set SSMH #2, despite hitting rock right at the bottom of the excavation for that manhole. Judging from that first excavation, we are assuming that no more than 500 CY of rock will be present in that run. It could be that the expected rock can be dug or hammered out and the actual quantity could be significantly less than that. We just won't know till it is uncovered.

All that said, the unit prices given in Phillip's estimate are very reasonable and fair.

Please let me know how you would prefer we handle the additional work that will be required. We can issue a change order in whatever capacity that's suitable to the City. However we handle it, we need to move quickly, at least on the mass rock solution. I would urge you to drive out to the site and see the rock in the street if you haven't already. Some of the rock has cover on top now, though they'll have to add cover to all of the blast area to contain the blasting.

Let me know if you have any questions.

Thanks,

Jay

Jay Conner
BARRETT-SIMPSON, INC.

Civil Engineers & Land Surveyors
223 South 9th Street
Opelika, AL 36801
(334) 559-5263 Cell
(334) 745-7026 Office
(334) 745-4367 Fax

Attachment: Change Order 1 (087-18 : Sportsplex Road Construction Change Order #1)

jconner@barrett-simpson.com

From: Phil Turner <pturner@wsnewell.com>
Sent: Thursday, April 19, 2018 11:08 AM
To: Jay Conner <jconner@barrett-simpson.com>
Subject: Rock excavation and removal

Jay,

I have a quote on mass rock blasting that requires a blasting survey and seismic monitoring when blasting. This is due to the Sportsplex building, the Stage and the Maintenance building.

Since we don't have any prebid or preconstruction borings we have to estimate a quantity based on what it appears from the rock we have already encountered.

It appears that the mass rock blasting could reach 4,000 cubic yards. At the location where we have already encountered rock is approximately 1500 cu. yds.

The proposed unit rate for the mass blasting is \$ 9.78 per cubic yard plus the lump sum items listed below.

The Trench Blasting for the Sewer Line is \$ 34.50 per cubic yard plus the lump sum and exploratory drilling items listed below.

We have included a cost for a hoe-ram having to be utilized by the Sewer subcontractor to break up an area to avoid shutting his crew down until a blasting price has been approved. He will be turning this rented equipment in this week so that is a onetime cost.

To keep the mobilization and other miscellaneous cost to a

Attachment: Change Order 1 (087-18 : Sportsplex Road Construction Change Order #1)

minimum we have included an hourly rate for exploratory drilling of the sewer line within the easement area and other areas where rock is expected.

Blast Survey and Seismic Monitoring	Lump Sum	\$	2,702.50
Mobilization	2 Each @	\$ 1,437.50 =	\$ 2,875.00
Mass Blasting	4,000 C.Y. @	\$ 9.78 =	\$39,120.00
Trench Blasting	500 C.Y. @	\$ 34.50 =	\$ 17,250.00
Exploratory Drilling	20 Hr. @	\$ 316.25 =	\$ 6,325.00
Hoe Ram Rental, Rented one time,only	Lump Sum	\$	6,900.00

Notes:

There is a minimum cost of \$ 3,550.00 per mobilization.

All field quantity measurements must be calculated with 5' minimum depths and 5' widths.

All measurements for payment quantity to be measured by drilling depths and spacing and agreed on by the Driller and the City Inspector as work progresses.

The quoted prices include 15% mark up by WSN for Overhead and Profit.

Please call if there are any questions or discussion.

As work is ongoing by working around the mass rock please respond as soon as possible.

RESOLUTION NO. 088-18

Agreement with Constantine Engineering, WWTP - P/W.

Agreement for Professional Services

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES
WITH CONSTANTINE ENGINEERING, INC.**

WHEREAS, Constantine Engineering, Inc., (“Constantine”) provides diversified engineering technology, construction and management services to utility systems throughout the Southeast United States; and

WHEREAS, the City of Opelika, Alabama (the “City”) has determined that there is a need for professional engineering and technical services to perform the engineering design, permitting, bid phase, services during construction, and resident observation services related to the Westside Wastewater Treatment Plant Improvements, in a dollar amount not to exceed \$482,000; and

WHEREAS, the City will require the services of a consulting engineering firm to provide said services; and

WHEREAS, City staff recommends Constantine to perform said services; and

WHEREAS, an Agreement for Professional Services (the “Agreement”) has been prepared by Constantine 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 Agreement to be entered into by and between Constantine and the City in an amount not to exceed \$482,000, 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.

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

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

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

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

Attest:

Robert G. Shuman
City Clerk - Treasurer



STANDARD AGREEMENT-ATTACHMENT A

Engineering Design and Construction Services for the West Wastewater Treatment Plant Improvements Project for the City of Opelika, Alabama

Article A. Scope of Services:

The CONSULTANT (Constantine Engineering, Inc.) agrees to furnish general professional engineering and technical services required to perform the engineering design, permitting, bid phase, services during construction (SDC), and resident observation (RO) services for the West Wastewater Treatment Plant (WWTP) Improvements Project (PROJECT) for the City of Opelika, Alabama (CLIENT). The professional engineering and technical services authorized by this Agreement include:

1. Engineering Design Services
2. Permitting Assistance
3. Bid Phase Services
4. Resident Observation Services
5. Services During Construction

Specific Work Tasks include:

1 Engineering Design Services

1.1 General Design Services

The specific Engineering Design Services that CONSULTANT agrees to furnish to the CLIENT for the PROJECT are described below.

1.1.1 Meetings

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the CLIENT, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

1.1.2 Review Existing Information and Data

CONSULTANT shall collect and review pertinent information and data regarding the PROJECT and make this information and data available to the CLIENT. Information and data that may be reviewed includes but is not limited to the following:

- Existing design information
- Existing geotechnical reports
- Existing correspondence with the Alabama Department of Environmental Management (ADEM)

1.1.3 Design Scope Work Tasks

The CONSULTANT shall design the facilities and equipment necessary to modify and improve certain unit processes and equipment at the CLIENT's West WWTP in accordance with the West WWTP Evaluation Report developed by the CONSULTANT dated, September XX, 2017. The design shall be based on the modifications and improvements specified in the Evaluation Report, as may need to be modified or altered, with the approval of the CLIENT. The existing WWTP has a design averaged daily flow capacity of 4 million gallons per day (mgd) and a peak hourly flow capacity of 10 mgd. Improvements are proposed for the following unit processes and equipment:

- Influent Pump Station
- Headworks
- Splitter Structure 1
- Splitter Structure 2
- Oxidation Ditch
- RAS Pumps
- Reuse Pumps
- WAS Pumps
- Existing Clarifier Rehabilitation
- CL2 Storage/Feed Building, etc.
- Electrical
- New Motor Control Center

The specific Scope of Services to be performed at each unit process or equipment item is presented below.

1.1.3.1 Influent Pump Station

- The existing submersible pumps are reported to not have the capacity to convey the design PHF of 10 mgd. Evaluate the capacity of the existing pumps and design improvements or modifications to provide the additional needed capacity using a phased implementation plan.
- The existing pump station cannot be easily bypassed to allow maintenance of the existing piping, valves, and appurtenances. Design improvements or modifications to the existing station to improve bypass capabilities. This might include constructing a bypass basin and connections to the existing influent gravity piping or force main piping to the headworks.
- Design improvements to repair or replace broken sluice gates, isolation valves, check valves, base elbows, pump rails, and the hoist; and to add air release valves as needed to prevent air binding.
- Design improvements to add variable frequency drives for all pumps.
- Paint the existing piping valves and appurtenances as needed.

1.1.3.2 Headworks and Influent Splitter Structure Facility

- Design modifications to the existing Headworks structure necessary to replace the existing aerated grit system with a new Eutek HeadCell by Hydro

International, or equal, with the capacity to treat a design ADF of 4 mgd and a PHF of 12 mgd.

- Design improvements to replace the existing grit separation equipment with a new Wemco Hydrogritter grit separation process, or equal, and to replace the existing grit pumps with new Wemco Model C grit pumps, or equal.
- Design needed improvements and modifications to upgrade or improve the capability of the existing Headworks to receive, treat, and convey influent to the downstream processes.

1.1.3.3 Splitter Structure No. 1 Improvements

The existing Splitter Structure No. 1 consists of both the influent flow splitter and the RAS flow splitter. The two-influent flow splitting weirs are rotating weirs that are 8-foot, 3-inches wide and are designed to rotate from the horizontal to vertical position to proportion and isolate influent flow to the two oxidation ditches. The RAS flow splitter operates similarly but uses 6-foot, 3-inch wide rotating weirs. A sluice gate at the effluent pipe allows for each treatment train to be isolated.

- Design improvements to replace the two-influent flow splitting weirs with new adjustable aluminum or stainless-steel weir gates to allow for proportioning and isolation of the flows. Replace both sluice gates at the effluent pipes to the oxidation ditches.
- Design improvements to replace the two-RAS flow splitting weirs with new adjustable aluminum or stainless-steel weir gates to allow for proportioning and isolation of the flows. Replace both sluice gates at the effluent pipes to the oxidation ditches.

1.1.3.4 Oxidation Ditch Modifications and Improvements

The existing equipment at the draft-tube aeration oxidation ditches, mixing and aeration systems, is past its useful life, severely deteriorated, and does not have the capacity to meet current and future peak aeration demands.

- Design modifications and improvements to demolish the existing aeration and mixing system and replace it with a new surface aeration process based on the results of the evaluation presented in the WWTP evaluation TM.

1.1.3.5 RAS Pump Improvements

The two existing 20 horsepower (Hp) Flygt submersible pumps were installed in the influent well of the existing screw pump station. The RAS pumps do not have the firm capacity to convey the required RAS flow. The pumps cannot be isolated or removed easily for maintenance and the existing isolation sluice gates functioning.

- Design improvements and modifications to install higher capacity pumps that each have the capability to convey a minimum of 2,800 gpm; and add rails and a hoist system to allow for the pumps to be removed individually for repair; and design improvements to repair or replace the existing non-functioning sluice gates.

1.1.3.6 WAS Pump Improvements

The two original Gorman Rupp self-priming WAS pumps are rated at 240 gpm at 78 feet TDH. The pumps are past their useful life and need to be replaced with new pumps, valves, piping, and appurtenances.

- Design improvements to replace the existing WAS Pumps with new similar type Gorman-Rupp pumps that have the capacity to convey a design flow of about 50 to 70 gpm, and replace the existing valves, piping, and appurtenances with new and similar equipment. The pump design will be based on conveying the WAS to the sludge lagoon located approximately 1 mile from the WWTP.

1.1.3.7 Existing Clarifier Rehabilitation

The two existing 80-foot diameter circular clarifiers use the original 34-year-old Dorr Oliver/Eimco organ pipe type clarifier mechanisms. The mechanisms, influent wells and baffles are highly corroded.

- Coordinate with WWTP staff to have the clarifiers taken out of service and inspected for continued use for another 20 years.
- Based on the condition assessment of the existing mechanisms and equipment, design improvements to rehabilitate or replace the equipment and concrete structure as necessary.
- At a minimum, design improvements to replace the weirs, baffles, influent wells, the clarifier mechanism and bridge. The existing walkways may be serviceable and reused. The recommended mechanism is an Ovivo Type C3D Suction Header (Tow-Bro) with full trough skimmers or approved equal.

1.1.3.8 Splitter Structure No. 2 Improvements

Splitter Structure Number 2 receives, proportions, and isolates MLSS from the effluent of the two oxidation ditches to the two existing clarifiers. Additionally, the effluent from both clarifiers is received in a separate chamber attached to Splitter Structure Number 2 and is directed to the chlorine contact basin.

- Design improvements to replace the three sluice gates.
- Develop improvements and modifications to the MLSS flow splitter to improve the flow proportioning to the two clarifiers.

1.1.3.9 Chlorine Storage and Feed Building

- Design improvements to replace the existing chlorine ton container scales with new scales

1.1.3.10 Reuse Pumping System

- Design improvements to replace the existing reuse pumps, valves, piping, and appurtenances.
- Electrical
- New Motor Control Center

1.1.3.11 Plant Electrical

Design improvements and modifications to the existing site and other electrical systems to facilitate the improvements and modifications presented in this Scope of Services.

1.1.3.12 Plant Motor Control Center Improvements/Replacement

The generator supplies power to the main motor control (MCC) which distributes power to all the processes and buildings at the WWTP. The 34 year old MCC has experienced fires in several breakers and is generally aged and in poor condition.

- Evaluate the condition of the existing MCC for continued use at the WWTP for the next 30 years.
- Based on this evaluation, design improvements to upgrade or to replace the existing MCC. The design should allow for changing or expanded motor loads associated with proposed unit processes and equipment modifications included in the PROJECT, as well as those contemplated in the 2015 TM.

1.1.3.13 Miscellaneous Electrical and I&C Improvements and Modifications

- As required, design modifications to the existing onsite I&C systems to incorporate the new processes, equipment, and facilities. Modifications to the existing SCADA system may be required to incorporate the new process I/O.

1.1.3.14 Miscellaneous Civil/Yard Piping Improvements and Modifications

- As required, design civil, site, yard piping and electrical, structural, storm water and drainage, and roadway improvements and modifications that are associated with the completion of the work tasks described and detailed in this scope of work.

1.1.3.15 Subsurface Utility Engineering Services

- As required to complete the design tasks described herein, CONSULTANT shall perform necessary subsurface utility engineering (SUE) services to locate existing buried utilities.

1.2 Deliverables

CONSULTANT shall submit to the CLIENT for review the following deliverables:

1.2.1 30-Percent Design Report

Prepare and submit to the CLIENT for review 30-percent design documents for the PROJECT. The design report will consist of a set of individual technical memorandums (TMs) for each engineering discipline. The individual TMs will address conceptual design information and data as described below.

- Conceptual design TMs shall be prepared for the Process Mechanical, Structural, Electrical, and I&C disciplines.
- Conceptual unit process design sizing, size and layout of structures and equipment, building and facility layout, and electrical and I&C design requirements.
- Preliminary equipment data sheets.
- Preliminary process diagrams (process portion of the P&IDs) for the major unit processes and equipment.
- Preliminary hydraulic profile and piping schedule.
- Condition assessment of the existing structures and equipment.
- Proposed sheet count showing drawing titles and scales of drawings.

- Proposed table of contents of proposed specifications.
- Preliminary ADEM permit applications.
- Calculations for the components of the PROJECT.

1.2.2 90-Percent Design Documents

- Prepare and submit to the CLIENT for review 90-percent design documents for the PROJECT. The 90-percent design documents will address comments to the 60-percent design documents and contain the 90-percent drawings and specifications for the PROJECT.

1.2.3 Final Design Documents

- Prepare and submit to the CLIENT final Contract Documents for the PROJECT. Review comments and modifications based on the 90 percent review shall be incorporated.

1.3 Basis of Design Scope and Fee Development

The following lists the basis of design scope and fee development, and an estimated level of effort.

- The design work on this project will be completed in calendar years 2017 and 2018.
- As part of the design, CONSULTANT will participate in a series of project meetings as further described herein, to include:
 - One, one-day Project Kick-Off Meeting
 - One, one-day 30 percent Design Review Meeting
 - One, one-day 90 Percent Design Review Meeting
- A separate submittal for permitting purposes will be prepared for the ADEM, following adjudication of the 90 percent Design Report.
- Delays caused by actions beyond the control of CONSULTANT shall constitute a change and CONSULTANT shall be compensated for additional costs incurred as a result of the delays.
- Significant changes to the Scope of the project that are required after the development of the 30 percent design documents shall be considered a change in the Scope of Services and a modification shall be issued to compensate CONSULTANT for additional costs incurred as a result of the change.
- Continuous quality control reviews will be performed throughout the design of the project. Review documents will be provided to the CLIENT at about the 30- and 90-percent phase of the project.
- The design will be based on the federal, state, and local codes and standards in effect, or that may be reasonably known, on the effective date of the authorization to proceed. Any changes in these codes may necessitate a change in scope.
- The existing plant facilities are in full compliance with current drainage, electrical, building, mechanical, plumbing, and seismic and other codes that apply to the facility of this type, unless identified to be modified in this scope of work.

- The design documents will be prepared for the CLIENT to solicit a single construction contract using the traditional design-bid-build construction delivery method.
- A total of 5 draft copies of the Contract Documents (2 full-size drawings and 3 half-size drawings and specifications) will be submitted to the CLIENT for their use and distribution to other agencies for their review and comment at each of the two design review points.
- After adjudication of agency, as well as CLIENT review comments, 5 copies of the final Contract Documents (2 full-size drawings and 3 half-size drawings and specifications) will be submitted to CLIENT.
- The drawings will follow CONSULTANT CAE/CAD standards. AutoCAD®, Version 20016 or later will be used to develop the drawings.
- The CLIENT will provide CONSULTANT any information and data available and shall assist CONSULTANT to obtain other information and data that may be obtained. CONSULTANT may use existing design documents prepared by others for the CLIENT.
- Any investigation or remediation of possible hazardous waste, asbestos, lead paint or other types of contamination is not part of this scope of work

1.4 Technical Assumptions

The following assumptions are made regarding the execution of the technical work activities required to complete the project.

1.4.1 Civil/Geotechnical:

- The existing topographic survey information will be used for the design of the new facilities and a new topographic survey will not be performed to supplement the existing information and data.
- Civil site drawings will only be prepared for those sectors in the plant where new facilities are to be constructed.
- Landscaping will be limited to seeding or sodding.

1.4.2 Yard Piping/Mechanical

- A process flow diagram or liquids/solids balance shall be required.
- No corrosion control provisions will be required other than coatings.
- Active cathodic protection will not be required for buried piping.

1.4.3 Electrical/I&C

- No significant modifications to the existing electrical or I&C equipment or systems will be needed, except as identified in the scope of work.

2 Permitting Assistance

The specific services that CONSULTANT shall provide include permitting tasks necessary to support the scope of services described herein for the PROJECT. The specific work tasks that CONSULTANT agrees to furnish CLIENT for the PROJECT are presented below.

2.1 Data Collection

CONSULTANT shall coordinate with the CLIENT and the CLIENT's Contract Wastewater Facility Operator, ESG Operations, Inc. (ESG) to collect the data that is required by the State of Alabama Environmental Protection Division (ADEM) to be submitted with the application for modifications to the facility's National Pollutant Elimination System (NPDES) Permit for the construction of the proposed modifications described herein. This data may already exist with the current records for the facility that are being maintained by ESG.

2.2 Preparation of Anti-Degradation Review

CONSULTANT has not included the services for developing an Anti-Degradation Report.

2.3 Preparation of Environmental Information Document (EID)

CONSULTANT has not included the services for developing an Environmental Information Document (EID).

2.4 Preparation of Permit Application Forms

CONSULTANT shall prepare and complete the required NPDES Permit Application Forms, Form 1 and Form 2A, as prescribed by ADEM. If ADEM requires, CONSULTANT shall submit to ADEM, prior to initiating construction, engineering plans and specifications for approval. CONSULTANT is responsible for the design and preparation of plans and specifications. Once the NPDES Permit has been approved, CONSULTANT shall prepare and submit the engineering plans and specifications to the ADEM. CONSULTANT shall coordinate the ADEM review for approval.

The administrative cost of the ADEM permit fee is not included in this Scope of Services.

3 Bid Phase Services

The specific bid phase services that CONSULTANT agrees to furnish to the CLIENT for the PROJECT are described below.

- 1) Provide one electronic and one original copy of the final Contract Documents for bidding. Additional copies of the final documents shall be provided at cost to the CLIENT.
- 2) Attend a pre-bid conference with the CLIENT, interested bidders, and others as necessary.

- 3) Assist the CLIENT by providing technical consultation during bidding, by preparing addenda, and in evaluating and recommending award of the Contract for construction.
- 4) CONSULTANT shall coordinate with CLIENT to execute the construction contract and provide CLIENT with five (5) sets of conformed contract documents at the time of award.

4 Services During Construction

The specific services during construction (SDC) Services that CONSULTANT agrees to furnish to the CLIENT for the PROJECT are described below.

- 1) CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the CLIENT, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.
- 2) Attend a Pre-construction Conference with the CLIENT, the CONSULTANT, the CONTRACTOR, and other appropriate parties.
- 3) Meet with representatives of the CLIENT, the CONSULTANT, the CONTRACTOR, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction activities of the project.
- 4) Consult and advise CLIENT during construction and provide technical interpretations of the drawings, specifications, and Contract Documents.
- 5) Evaluate CONTRACTOR-requested deviations from the approved design or specifications of the project and submit a recommendation to the CLIENT, and otherwise assist the CLIENT in the evaluation of the cost of necessary Contract change orders related to the project.
- 6) Check time extension requests by the CONTRACTOR and make recommendations to the CLIENT regarding same.
- 7) Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the CONTRACTOR is required to submit. The CONSULTANT shall review these data for general conformance with the design concept of the project and for general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the CONTRACTOR of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.
- 8) Make periodic visits to the site of the project to observe the progress of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents.
- 9) Check monthly and final estimates for payment to the CONTRACTOR and make recommendations to the CLIENT about same.

- 10) Make a final review of the construction to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
- 11) Assist the CLIENT in checking and starting up installed equipment.
- 12) Prepare as-built drawings and deliver same within a reasonable time to the CLIENT.
- 13) Prepare an Operations Manual for the project to assist the CLIENT with the normal operation of the equipment and processes provided in this project at the WWTP.

5 Resident Observation Services

The specific resident observation services that CONSULTANT agrees to furnish to the CLIENT for the PROJECT are described below.

- 1) Furnish on-site representative personnel to assist in the CLIENT's relations with the CONTRACTOR.
- 2) Provide on the job, Part-time observation of the work as necessary, and provide such reports as reasonably may be requested by the CLIENT.
- 3) Prepare for the CLIENT periodic progress reports on the work.
- 4) Recommend to the CLIENT the amounts of payments due the CONTRACTOR as set forth in the construction Contract.
- 5) Keep records, maps, and plans for the preparation of record drawings of the project.
- 6) Provide assistance to the CLIENT in claims management.

6 Additional Services

The following services are not included as part of this scope of services and would be performed only as authorized by the CLIENT. Authorization to proceed would be in the form of a revision to this scope of services.

- 1) Provide additional services in connection with the rejection of bids and re-bidding of construction projects when such actions are for causes beyond CONSULTANT's control.
- 2) Provide full-time RO services or other services that are outside the SDC and RO services for additional work resulting from prolonged delinquency or insolvency of the CONTRACTOR; or as a result of damage to the construction of the project caused by fire, flood, earthquake, or other acts of God, all exclusive of additional work resulting from litigation.
- 3) Provide geotechnical engineering or surveying services or project financing coordination.

Article B. Compensation Provisions:

As compensation for providing the scope of services described within Article A. Scope of Services, CLIENT shall pay CONSULTANT in accordance with Provision 8 of the AGREEMENT between the parties (AGREEMENT), based on the CONSULTANT's Hourly Per Diem Rates, as defined in Exhibit A, for the actual time worked on the Project, as

described in Table C.1 below. When compensation is based on CONSULTANT's Hourly Per Diem Rates, CONSULTANT also shall be compensated for Direct Expenses incurred for the Project, plus a service charge on Direct Expenses as defined in Provision 4 of the AGREEMENT, plus applicable sales, use, value-added, business transfer, gross receipts, or other similar taxes, unless modified by subsequent modifications to this AGREEMENT. The total budget ceiling for this Task Order is \$482,000 which shall not be exceeded without a revision to this Agreement. A breakdown of the budget ceiling for this AGREEMENT is presented in Table C.1.

Table C.1-- Budget Ceiling Breakdown

Work Task Description	Budget Ceiling (\$)	Compensation Method
1. Design Services	\$169,770	Hourly Per Diem
2. Permitting Assistance	\$12,490	Hourly Per Diem
3. Bid Phase Services	\$10,600	Hourly Per Diem
4. Services During Construction	\$110,040	Hourly Per Diem
5. Resident Observation Services	\$179,100	Hourly Per Diem
Total Budget Ceiling	\$482,000	

The budget ceilings presented in Table C.1 were developed from estimates of the level of effort required to perform the proposed services base on CONSULTANT's experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information. CONSULTANT shall keep CLIENT informed of progress so that the budget or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits. The Scope of Services and total budget ceiling for this AGREEMENT can be increased with an authorized revision to this AGREEMENT when executed by both parties. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.

***** END *****



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

(Long Form)

Constantine Engineering, Inc.

Constantine Engineering Office

Address:

1988 Lewis Turner Boulevard, Unit 3, Fort Walton Beach, FL 32547

Project Name:

West Wastewater Treatment Plant Improvements
Engineering Design and Construction Services
Project

Project No.:

100387.05

CLIENT:

City of Opelika, AL

Address:

Opelika City Hall, 204 South 7th Street, Opelika, Alabama 36801

CLIENT requests and authorizes Constantine Engineering to perform the following services:

Scope:

The scope of services that Constantine Engineering shall provide is described in Attachment A.

Compensation

by CLIENT to Constantine Engineering will be on the basis of:

Compensation for the scope of services is described in Attachment A.

Other Terms:

Schedule for the scope of services is described in Attachment A.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year shown below.

CLIENT:

Constantine Engineering, INC.:

Signature

Signature

Name (printed)

Name (printed)

James P. Kizer, Jr., P.E.

Title

Title

President

Date

Date

September 5, 2017

PROVISIONS**1. AUTHORIZATION TO PROCEED**

Unless otherwise provided for in this AGREEMENT, execution of this AGREEMENT by CLIENT will be authorization for Constantine Engineering to proceed with the Scope of Services defined above.

2. AFFILIATED COMPANIES

Work performed under this AGREEMENT may be performed using labor from Constantine Engineering affiliated companies. Such labor will be billed to OWNER under the same billing terms applicable to Engineer's employees.

3. PER DIEM RATES

Constantine Engineering's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by Constantine Engineering's employees of the indicated classifications. These rates are included as Exhibit 1 and are subject to annual calendar year adjustments; include all allowances for salary, overheads and fees; but do not include allowances for Direct Expenses unless modified by changes to this AGREEMENT.

4. AMOUNT AND METHOD OF PAYMENT

Constantine Engineering will submit invoices monthly covering services completed to date, and as applicable, for materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in Constantine Engineering's standard form and supported by documentation. Within 10 days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within 15 days, only that portion so reasonably contested may be withheld from payment to Constantine Engineering.

Compensation for Scope of Services defined in this AGREEMENT will be based on either a lump sum amount basis, or on Constantine Engineering's Per Diem Rates, for the actual time worked on the Project. Constantine Engineering also will be compensated for Direct Expenses incurred for the Project, plus a service charge of 10 percent of Direct Expenses, plus applicable sales, use, value-added, business transfer, gross receipts, or other similar taxes, unless modified by subsequent changes to the AGREEMENT or unless compensation is based on a lump sum amount and these costs are included in the lump sum.

Direct Expenses are those necessary costs and charges incurred for the Project, including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts and outside services; special CLIENT-approved Project-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Constantine Engineering's current standard rate charges for direct use of Constantine Engineering's vehicles, laboratory tests and analyses, word processing, computers and communication, printing, binding and reproduction services, and certain field equipment; and (3) Constantine Engineering's standard project charges for special health and safety requirements of OSHA.

5. DELAY IN PAYMENT

If CLIENT fails to pay Constantine Engineering within 30 calendar days after receipt of any invoice, Constantine Engineering will be entitled to any or all of the following:

5.1 Interest. CLIENT will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 calendar days after receipt of invoice. Payments will first be credited to interest and then to principal.

5.2 Suspension of Work. If CLIENT fails to make payment in full within 30 calendar days of the date due for any undisputed billing, Constantine Engineering may, after giving 7 calendar days' written notice to CLIENT, suspend Services under this AGREEMENT until paid in full, including interest. Constantine Engineering shall be entitled to an adjustment in compensation and the work schedule for the affected Scope of Services pursuant to Section 8.

6. CHANGES

6.1 Written Authorization. CLIENT may, at any time, by written amendment to this AGREEMENT, make changes in the Scope of Services or work to be performed within the general scope of this AGREEMENT.

6.2 Equitable Adjustment. If such changes cause an increase or decrease in Constantine Engineering's cost of, or time required for, performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly.

7. DISPUTES

7.1 Dispute Resolution. If a dispute or complaint [Dispute] arises concerning this AGREEMENT, Constantine Engineering and CLIENT will use their best efforts to negotiate a resolution of the Dispute, including the use of alternative dispute resolution options.

8. DELAY OR SUSPENSION OF WORK

8.1 Convenience of CLIENT. CLIENT may order Constantine Engineering to suspend, delay, or interrupt all or any part of Constantine Engineering's services for such period of time as CLIENT may determine to be appropriate for the convenience of CLIENT.

8.2 Adjustment for Delay or Suspension of Work. If the performance of all or any part of Constantine Engineering's services is suspended, delayed, or interrupted for the convenience of CLIENT, an appropriate extension of time and compensation for the affected services shall be made, and the AGREEMENT modified in writing accordingly. In the event Constantine Engineering is delayed in performance of Services by any act or neglect of CLIENT, the CLIENT, or anyone for whom CLIENT is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Constantine Engineering, then Constantine Engineering's compensation and the work schedule for the affected services shall be equitably adjusted in writing. In the event delays to the services is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

9. TERMINATION OF AGREEMENT

9.1 Written Notice. This AGREEMENT may be terminated for convenience on 30 calendar days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter.

9.2 Adjustment for Services Performed. In the event that this AGREEMENT is terminated by either the CLIENT or Constantine Engineering, Constantine Engineering shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, mobilization and demobilization, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT. For those portions of services rendered to which this arrangement cannot be applied, payments shall be based upon reasonable rates for Constantine Engineering's actual time spent on the work.

10. INSURANCE

10.1 Constantine Engineering's Coverage. Prior to commencing work, Constantine Engineering shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State and shall provide certificates evidencing such insurance, including coverage for contractual liability, to CLIENT in a standard form of certificate.

10.2 Additional Insured. The policies or certificates for general and motor vehicle liability insurance shall name CLIENT and the CLIENT as an Additional Insured.

10.3 Certificate of Insurance. All policies, or certificates therefore, shall provide that 30 days prior to cancellation or material change in the policies, notice of same shall be given to CLIENT by certified mail, return receipt requested, for all policies so affected.

10.4 Minimum Coverage. The minimum required coverage is the following:

10.4.1 Worker's Compensation and Employer's Liability. Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State.

10.4.2 General Liability. Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of Constantine Engineering with respect to all work performed by Constantine Engineering under this AGREEMENT.

Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident

10.4.3 Motor Vehicle Liability. Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:

Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident

10.4.4 Professional Liability. Professional liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

11. GENERAL PROVISIONS

11.1 Indemnification.

11.1.1 To the extent allowed by law, Constantine Engineering agrees to indemnify CLIENT for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of Constantine Engineering, Constantine Engineering's employees, affiliated corporations, and subcontractors in connection with Services performed under this AGREEMENT.

11.1.2 To the extent allowed by law, CLIENT agrees to indemnify Constantine Engineering from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, or its employees or contractors in connection with Services performed under this AGREEMENT.

11.2 Successors. This AGREEMENT is binding on the successors and assigns of CLIENT and Constantine Engineering. The AGREEMENT may not be assigned in whole or in part to any third parties without the written consent of both CLIENT and Constantine Engineering.

11.3 Independent Contractor. Constantine Engineering represents that it is an independent contractor and is not an employee of CLIENT and Constantine Engineering shall be solely responsible for withholding of all taxes, social security and insurance payments for its employees or agents.

11.4 Interpretation. Interpretation and enforcement of this AGREEMENT shall be in accordance with the laws of the State of Florida.

11.5 Notices. Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this AGREEMENT. An address may only be changed by written notice.

11.6 Entire Agreement. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between CLIENT and Constantine Engineering. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by CLIENT and Constantine Engineering.

11.7 Waivers and Severability. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

11.10 Covenants.

11.10.1 The standard of care applicable to Constantine Engineering's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Constantine Engineering will re-perform any engineering or related services not meeting this standard without additional compensation.. Constantine Engineering shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

11.10.2 Constantine Engineering warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.

11.11 Lower-Tier Subcontractors. Constantine Engineering warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of CLIENT, which consent may be withheld at CLIENT's sole discretion. Constantine Engineering warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontractors will create any contractual relationship between any lower tier subcontractor and CLIENT or its consultants, nor shall CLIENT or its consultants have any liability to any lower-tier subcontractor. Constantine Engineering shall be solely responsible for the satisfactory performance of services subcontracted by Constantine Engineering.

11.12 Confidentiality. Constantine Engineering warrants that it will not disclose and will hold confidential all technical data or other information furnished to Constantine Engineering by CLIENT, or reviewed or generated by Constantine Engineering, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by Constantine Engineering.

11.12.1 Notwithstanding the foregoing, Constantine Engineering shall not be obligated to maintain confidentiality of any such information if (i) its disclosure is required by applicable law or regulation; (ii) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (iii) CLIENT consents in writing (iv) the information is/ or becomes part of the public domain through no fault or negligence of Constantine Engineering; or (v) Constantine Engineering lawfully possessed the information prior to receipt from CLIENT, provided however, in the event Constantine Engineering shall be so required to disclose any such information pursuant to (i) or (ii) above, Constantine Engineering shall prior to disclosure, give notice to CLIENT, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

11.13 Conflict of Interest. Constantine Engineering warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in CLIENT's reasonable judgment has the affect or appearance of affecting Constantine Engineering's impartial performance of its services.

11.14 General Constantine Engineering Obligations. In addition to the specific Scope of Service(s) required by this AGREEMENT, Constantine Engineering shall be responsible for the following:

11.14.1 Constantine Engineering shall designate in writing a person to act as Constantine Engineering's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from CLIENT and interpret and define Constantine Engineering's policies, specifications, and reports.

11.14.2 Constantine Engineering shall retain complete and accurate analytical and financial records of all work performed pursuant to this AGREEMENT for the period of two years following completion of services specified in the AGREEMENT. This record retention period may, upon notice to Constantine Engineering by CLIENT, be automatically extended during the course of any administrative or judicial action involving the CLIENT regarding matters to which the records are relevant.

11.15 No Third Party Beneficiary Rights. Nothing in this AGREEMENT shall be interpreted or construed to give any rights or benefits to anyone other than Constantine Engineering, and CLIENT. Therefore, there are no third party beneficiaries of this AGREEMENT.

11.16 Order of Precedence. In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: (a) this AGREEMENT, and (b) the Contract's terms and provisions.

11.17 Publicity. Constantine Engineering shall not disclose the CLIENT's name if known to Constantine Engineering or the nature of its services being provided under this AGREEMENT, or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of CLIENT.

11.18 Limitations of Liability

11.18.1 To the maximum extent permitted by law, Constantine Engineering's liability for CLIENT's damages under this AGREEMENT will not, in the aggregate, exceed the value of the AGREEMENT, whether such liability arises out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

11.18.2 To the maximum extent permitted by law, Constantine Engineering and Constantine Engineering's affiliated corporations, officers, employees, and subcontractors shall not be liable for CLIENT's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect Constantine Engineering against indirect liability or third-party proceedings, CLIENT will indemnify Constantine Engineering for any such damages.

11.18.3 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

11.19 Constantine Engineering's Personnel at Construction Site.

11.19.1 The presence or duties of Constantine Engineering's personnel at a construction site, whether as onsite representatives or otherwise, do not make Constantine Engineering or Constantine Engineering's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

11.19.2 Constantine Engineering and Constantine Engineering's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Constantine Engineering's own personnel.

11.19.3 The presence of Constantine Engineering's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Constantine Engineering neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

12. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

This AGREEMENT is subject to the following special provisions:

12.1 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, Constantine Engineering has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, Constantine Engineering makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from Constantine Engineering's opinions, analyses, projections, or estimates. CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor if CLIENT requires greater assurance as to any element of cost, feasibility, or schedule.

12.2 Advertisements, Permits, and Access. CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Constantine Engineering's services or Project construction.

12.3 Reuse of Project Documents. All reports, drawings, specifications, documents, and other deliverables of Constantine Engineering, whether in hard copy or in electronic form, are instruments of service for the pertinent Scope of Services, whether the services are completed or not. CLIENT agrees to indemnify Constantine Engineering and Constantine Engineering's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these documents.

12.4 Constantine Engineering's Deliverables. Constantine Engineering's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by Constantine Engineering are for CLIENT's or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

12.5 Legal Assistance. The Scope of Services in this AGREEMENT does not include costs of Constantine Engineering for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such services required or requested of Constantine Engineering by CLIENT, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed as mutually agreed, and payment for such services will be in accordance with a separate Agreement. That, CLIENT will pay Constantine Engineering for labor and expenses incurred in satisfying the requirements and assisting in any audit required by CLIENT, the United States Environmental Protection Agency, and Comptroller General, the United States Department of Labor, the State Regulatory Agency or any of their duly authorized representatives unless the necessity of the audit is caused by Constantine Engineering's negligence. The basis of payment will be defined as a change to this AGREEMENT

13. ATTACHMENTS, SCHEDULES, AND SIGNATURES

13.1 This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Attached included are:

Proposal from Constantine Engineering, Inc., dated April 4, 2013, entitled Evaluation and Design Proposal for Back-Up Generator Upgrades City of Opelika, AL - Environmental Services Group

13.2 Execution Authority. This AGREEMENT is a valid and authorized undertaking of CLIENT and Constantine Engineering. The representatives of CLIENT and Constantine Engineering who have signed on page 1 of this AGREEMENT have been authorized to do so.

CLIENT	CONSTANTINE ENGINEERING, INC.
Address for Giving Notices:	Address for Giving Notices
Mr. Mike Hilyer 700 Fox Trail Opelika, AL 36801	Constantine Engineering, Inc. Mr. James P. Kizer, Jr., P.E. 1988 Lewis Turner Boulevard Fort Walton Beach, FL 32547

***** END *****

Attachment: cakers@ci.opelika.al.us_20180425_151919 (088-18 : Agreement with Constantine Engineering, WWTP - P/W)

RESOLUTION NO. 089-18

Authorize Purchase of Real Property, Lauderdale.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF
PROPERTY LOCATED ON MARTIN LUTHER KING JR. BOULEVARD FROM
WILLIE M. LAUDERDALE AND KENT M. LAUDERDALE**

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

1. It is hereby established and declared that the following described real property located in the City of Opelika is needed by the City of Opelika for the construction of the new Opelika Police Department facility:

Commencing at a found 1" open top iron pin located at the intersection of the southeasterly R/W line of Avenue C and the southwesterly R/W line of 10th Street; thence, along the last-mentioned R/W line, S41°01'22"E, 451.75 feet to a found ½" open top iron pin; thence S41°59'12"E, 162.33 feet to a found 1" open top iron pin; thence S44°01'01"W, 11.06 feet to a set ½" capped rebar (Cert. No. 18677); thence S42°14'12"E, 286.51 feet to a magnail set in asphalt; thence S28°25'21"E, 62.49 feet to a set ½" capped rebar (Cert. No. 18677) and the True Point of Beginning of the Parcel of Land herein described; thence continue S28°25'21"E, 41.77 feet to a found concrete R/W monument at the intersection of the southwesterly R/W line of the aforementioned 10th Street with the northwesterly R/W line of Martin Luther King, Jr. Boulevard; thence southwesterly, along said R/W line, being a curve concave northwesterly and having a radius of 690.00 feet, an arc length of 122.45 feet and a chord bearing and distance of S54°15'29"W, 122.29 feet to a set ½" capped rebar (Cert. No. 18677); thence, leaving said R/W line, N30°13'32"W, 45.45 feet to a found ¼" rebar (bent); thence N56°01'37"E, 123.30 feet to the True Point of Beginning.

Said parcel of land being the remainder of Lot 2 of Block 47 of Totten's Official Real Estate Map of Opelika, Alabama, as recorded in Plat Book 2, Page 9, in the office of the Judge of Probate of Lee County, Alabama; lying and being in the northeast quarter of Section 18, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama, and containing 5550.9 square feet or 0.13 acre, more or less.

The above-described property is further described as Tax Parcel #43 10 04 18 1 001 052.000.

2. That the Mayor is hereby authorized and directed to purchase the premises described in paragraph 1 above from Willie M. Lauderdale and Kent M. Lauderdale, for and in consideration of the sum of \$7,500.00. The purchase price shall be paid to the property owners in cash at closing and shall be paid from the unassigned fund balance of the general fund.

3. That the proposed contract to be entered into between Willie M. Lauderdale and Kent M. Lauderdale, as Sellers, and the City of Opelika, Alabama, as Purchaser, exhibited in its complete and final form on this date to the City Council and being attached hereto and being incorporated by reference as Exhibit "A" be and the same is hereby approved, authorized, ratified and confirmed. The Mayor is hereby authorized and directed to execute said contract for and in the name of the City, and the City Clerk is hereby authorized and directed to attest said contract and to affix the seal of the City thereto.

4. The Mayor and the City Clerk are hereby authorized and directed on behalf of the City to execute, deliver and accept all documents and instruments necessary to consummate this transaction.

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

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

ATTEST:

CITY CLERK

REAL ESTATE SALES AGREEMENT
BETWEEN
WILLIE M. LAUDERDALE AND KENT M. LAUDERDALE (“SELLERS”)
AND
THE CITY OF OPELIKA, ALABAMA (“PURCHASER”)

Attachment: Real Estate Sales Agreement Lauderdale 042618 (089-18 : Authorize Purchase of Property, Lauderdale.)

STATE OF ALABAMA)
): **REAL ESTATE SALES AGREEMENT**
 COUNTY OF LEE)

THIS AGREEMENT made and entered into this the ____ day of _____, 2018 by and between **WILLIE M. LAUDERDALE and KENT M. LAUDERDALE** (hereinafter referred to as “**SELLERS**”): and the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, having address at 204 South 7th Street, Opelika, Alabama (hereinafter referred to as “**PURCHASER**”).

WITNESSETH:

In consideration of the mutual covenants contained herein, **SELLERS** and **PURCHASER** agree as follows:

1. **PURCHASE OF PROPERTY.** **SELLERS** hereby agree to sell and convey unto **PURCHASER**, and **PURCHASER** hereby agrees to purchase from **SELLERS**, subject to the conditions hereinafter set forth, the following described real property located in the City of Opelika, Alabama (hereinafter called “**PROPERTY**”), described as follows:

Commencing at a found 1” open top iron pin located at the intersection of the southeasterly R/W line of Avenue C and the southwesterly R/W line of 10th Street; thence, along the last-mentioned R/W line, S41°01’22”E, 451.75 feet to a found ½” open top iron pin; thence S41°59’12”E, 162.33 feet to a found 1” open top iron pin; thence S44°01’01”W, 11.06 feet to a set ½” capped rebar (Cert. No. 18677); thence S42°14’12”E, 286.51 feet to a magnail set in asphalt; thence S28°25’21”E, 62.49 feet to a set ½” capped rebar (Cert. No. 18677) and the True Point of Beginning of the Parcel of Land herein described; thence continue S28°25’21”E, 41.77 feet to a found concrete R/W monument at the intersection of the southwesterly R/W line of the aforementioned 10th Street with the northwesterly R/W line of Martin Luther King, Jr. Boulevard; thence southwesterly, along said R/W line, being a curve concave northwesterly and having a radius of 690.00 feet, an arc length of 122.45 feet and a chord bearing and distance of S54°15’29”W, 122.29 feet to a set ½” capped rebar (Cert. No. 18677); thence, leaving said R/W line, N30°13’32”W, 45.45 feet to a found ¼” rebar (bent); thence N56°01’37”E, 123.30 feet to the True Point of

Beginning.

Said parcel of land being the remainder of Lot 2 of Block 47 of Totten's Official Real Estate Map of Opelika, Alabama, as recorded in Plat Book 2, Page 9, in the office of the Judge of Probate of Lee County, Alabama; lying and being in the northeast quarter of Section 18, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama, and containing 5550.9 square feet or 0.13 acre, more or less.

The above-described property is further described as Tax Parcel #43 10 04 18 1 001 052.000.

2. **PURCHASE PRICE.** The purchase price for the PROPERTY shall be \$7,500.00, payable in full at the time of closing.
3. **CLOSING:** Subject to the terms and provisions of this Contract, the "Closing" will be held at City Hall, or at such other place as is mutually agreeable to the **SELLERS** and the **PURCHASER** on a date to be designated by the **PURCHASER** within thirty (30) days after the date hereof. At Closing and upon the payment of the entire purchase price as recited in this Contract, the **SELLERS** shall execute and deliver to **PURCHASER** a good and sufficient warranty deed conveying to the **PURCHASER** good and marketable title to the PROPERTY, subject only to:
 - (a) All easements, restrictions, reservations, covenants, conditions and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use or survey.
 - (b) All zoning ordinances and subdivision regulations of the City of Opelika.

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

At closing, **PURCHASER** shall deliver to **SELLERS** a check in the amount of the purchase

price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to **PURCHASER** in the manner described in this Contract shall be paid by the **SELLERS**. There shall be no proration of 2017-2018 property taxes and the **PURCHASER** shall be responsible for the payment of all property taxes on the real estate when they become due on October 1, 2018.

4. **PROPERTY "As Is":** **PURCHASER** has heretofore inspected the PROPERTY and is acquainted with the condition of the PROPERTY. **PURCHASER** agrees to take the PROPERTY "as is", in its present condition. The provisions of this Section shall survive closing and shall survive the expiration or earlier termination of this Agreement.

5. **POSSESSION:** **SELLERS** shall deliver to **PURCHASER** possession of the PROPERTY at closing.

6. **BROKERS.** Each party represents to the other that it has not dealt with any real estate broker or agent or finder in connection with this Agreement. The parties agree to indemnify and hold one another harmless based upon their actions and dealings of any claims or causes of any actions concerning any brokerage or finders' fees or commissions

7. **CHARITABLE DEDUCTION.** **SELLERS** may be entitled to a charitable contribution deduction equal to the difference between the fair market value of the Property and the purchase price. The **PURCHASERS** will furnish to the **SELLERS** a detailed appraisal of the Property by a professional appraiser. The **SELLERS** or their accountants shall prepare any affidavits or forms required by the Internal Revenue Service or Alabama Department of Revenue to claim the appropriate charitable deduction.

8. **DEFAULT.** In the event of a default by **SELLERS** or **PURCHASER**, the non-

defaulting party may state its or his intention to comply with the contract and seek specific performance of this contract or bring suit for damages.

9. **LEGAL FEES.** Each party agrees to pay its own legal fees for closing this transaction.

10. **SURVIVAL OF TERMS.** The **SELLERS'** covenants and representations shall survive the closing and shall not be merged in the deed delivered by **SELLERS**.

11. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

12. **ENTIRE AGREEMENT.** This Contract embodies the entire agreement between the parties hereto and there are no oral or parole agreements existing between the **SELLERS** and the **PURCHASER** relating to the subject matter which is not expressly set forth herein and covered hereby.

13. **TIME OF ESSENCE.** Time is of the essence of this Contract.

14. **CONSTRUCTION.** This Agreement shall be governed and construed in accordance with the State of Alabama.

14. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. The date of this Agreement shall be the date of **PURCHASER's** execution hereof.

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

WILLIE M. LAUDERDALE

KENT M. LAUDERDALE

CITY OF OPELIKA, ALABAMA--
PURCHASER

By:_____
ITS MAYOR

ATTEST:

CITY CLERK

Attachment: Real Estate Sales Agreement Lauderdale 042618 (089-18 : Authorize Purchase of Property, Lauderdale.)

APPRAISAL REPORT
OF
0.14 Acres of Land
Located at the N/W corner of
Martin Luther King Boulevard
& South 10th Street
Opelika, Alabama 36801

FOR
Mr. Scott Parker
City of Opelika
700 Fox Trail
Opelika, Alabama 36801

AS OF
February 28, 2018

BY
William H. Brown
The Brown Agency, Inc.
100 South 7TH Street
Opelika, Alabama 36801

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

March 4, 2018

Mr. Scott Parker
City of Opelika
700 Fox Trail
Opelika, Alabama 36801

Re: Appraisal Report of
0.14 Acres of Land located at the N/W
corner of Martin Luther King Boulevard
& South 10th Street, Opelika, Alabama
36801

Dear Mr. Parker:

Per your request, I have completed an appraisal on the above referenced property. The purpose of this appraisal was to estimate the market value of the Fee Simple Interest of the subject property as of the effective date of the appraisal.

The subject property was last inspected on February 28, 2018. The subject property consist of a vacant parcel of land containing approximately 0.14 acres. All three approaches to value, namely - The Cost, Sales Comparison, & Income Approaches to Value were considered in the appraisal process. The subject property is vacant land and the only applicable approach is the Sales Comparison Approach.

Local realtors, Appraisers and Mortgage Lenders were interviewed to locate sales of comparably improved properties. The sales located were then compared and adjusted to the subject property for items of difference. This approach to value was reconciled to provide a value estimate of the property.

The scope of this assignment requires the appraiser to 1) physically identify & inspect the subject and its surrounding environs; identify and consider characteristics that may have a legal, economic or physical impact on the property; 2) physically inspect the market environments as to physical and economic factors relevant to the valuation process, including but not limited to, interviews with regional and/or local market participants, published data and other resources; 3) conduct research as to applicable tax data, zoning , flood zone, demographics, and comparable listing, sales; 4) analyze the data gathered through the use of appropriate and accepted appraisal methodology such that a probable value indication is derived; 5) correlate and reconcile the results into a reasonable, defensible and credible value conclusion. This appraisal is being reported in accordance with Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal was conducted and prepared to conform to the Uniform Standards of Appraisal Practice (USPAP) and Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). The function of this appraisal is to provide a basis of value for potential acquisition.

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

Based upon our investigation into the subject property and its current economic environment, we are of the opinion that the property has a current market value, as of February 28, 2018, of:

TEN THOUSAND DOLLARS
(\$10,000.)

The estimated the marketing time necessary to complete an arms length sale at “market value” for the subject property at one year. This estimate is based upon other properties’ marketing time required, located within the subject market, with asking prices within 10% of true market value. The attached report is submitted in support of these conclusions.

Please note that this report is subject to the contingent and limiting conditions as found in the addendum. We appreciate the opportunity to serve you in this matter. It should be noted that employment of the appraiser was not conditional upon producing a specific value within a given range. Future employment prospects with the City of Opelika are not dependent upon producing a specified value.

Respectfully submitted,



William H. Brown
State of Alabama Certified General Real Property Appraiser #G00056

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Identification:	0.14 Acres of Land Located at the N/W corner of Martin Luther King Boulevard & South 10th Street Opelika, Alabama 36801
Ownership:	Willie M. & Kent M. Lauderdale
Rights Appraised:	Fee Simple Interest
Tax Parcel #	43-10-04-18-1-001-052.000
Zoning:	C-2, GC (Office/Retail with Gateway Corridor Overlay)
Highest & Best Use:	Assemblage with adjoining property
Date of Value:	February 28, 2018
Date of Report:	March 4, 2018
Site Size:	0.14 acres, or 6,039 square feet
Building Data:	None
Sales Comparison Approach:	\$10,000
Market Value:	\$10,000

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ASSUMPTIONS AND LIMITING CONDITIONS ARE FOUND IN THE
ADDENDUM OF THIS REPORT.

INTENDED USE OF APPRAISAL

This appraisal has been requested to function for decision making purposes for the City of Opelika. The intended user of this report is the City of Opelika. The appraisal is undertaken without departure in accordance with USPAP as promulgated by the Appraisal Foundation and as amended by the Comptroller of Currency.

TYPE REPORT

This appraisal is being reported in accordance with Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal was conducted and prepared to conform to the Uniform Standards of Appraisal Practice (USPAP) and Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)

ENVIRONMENTAL CONSIDERATIONS

The writer of this report has not made an environmental audit of the property, nor is he qualified to do so. The appraisal is made subject to any environmental audits or testing (if required) revealing there is no contamination on the property. Should test results indicate contamination, the appraiser retains the right to revise this report accordingly.

SCOPE OF THE ASSIGNMENT

The scope of this assignment requires the appraiser to 1) physically identify & inspect the interior and exterior of the subject and its surrounding environs; identify and consider characteristics that may have a legal, economic or physical impact on the property; 2) physically inspect the market environments as to physical and economic factors relevant to the valuation process, including but not limited to, interviews with regional and/or local market participants, published data and other resources; 3) conduct research as to applicable tax data, zoning, flood zone, demographics, income/expense data, and comparable listing, sales and rentals; 4) analyze the data gathered through the use of appropriate and accepted appraisal methodology such that a probable value indication is derived; 5) correlate and reconcile the results into a reasonable, defensible and credible value conclusion.

This appraisal is being reported in accordance with Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal was conducted and prepared to conform to the Uniform Standards of Appraisal Practice (USPAP) and Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). The function of this appraisal is to provide a basis for mortgage loan underwriting.

The scope of the assignment includes undertaking the three recognized approaches to value with consideration given to the current status of the real estate market within the Auburn/Opelika area. As noted, the subject property is vacant land with the only applicable approach to value being the Sales Comparison Approach. Local realtors, Appraisers and Mortgage Lenders were interviewed to locate sales of comparably improved properties. The sales located were then compared and adjusted to the subject property for items of difference. This approach to value was reconciled to provide a value estimate of the property.

PURPOSE OF APPRAISAL/DEFINITION OF VALUE

This appraisal is made for the purpose of estimating the market value of the subject property. This value estimate is of the fee simple unencumbered title subject only to easements and restrictions of public record. Market Value is defined by the Appraisal Standards Board of the Appraisal Foundation in the Uniform Standards of Professional Appraisal Practice as:

The most probable price which a property should bring in a competitive and open market under all the conditions requisite to a fair sale, the buyer and seller, each

Acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

RIGHTS APPRAISED

The ownership interest in the subject property appraised is the "Fee Simple Estate", subject to existing short term leases and easements of record. The Dictionary of Real Estate Appraisal, 3rd Addition, Page 140, defines Fee Simple Estate as, *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, escheat.*"

EXPOSURE TIME

Exposure Time is defined by The Appraisal Standards Board of the Appraisal Foundation as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

MARKETING PERIOD

Reasonable marketing time is an estimate of the amount of time that it might take to sell a specified property interest in real estate during a period immediately after the effective date of an appraisal. Based upon the physical and locational characteristics of the subject, an exposure time of 12 months is concluded for the subject property.

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. A similar period of 12 months is appropriate for the subject property.

DATE OF VALUE/ DATE OF REPORT

The value estimate predicated in this report is made effective as February 28, 2018, being the date of the most recent inspection of the subject property. The date of the report is made effective as of the date of the transmittal letter.

PROPERTY OWNERSHIP

The property is currently under the ownership of Willie M. & Kent M. Lauderdale. According to conversation with the owner and a review of public records the property was purchased by the Lauderdale's by tax sale in 2001 and acquired title on July 8, 2005 by Tax Deed. According to the owners the subject property has not been listed for sale since their purchase.

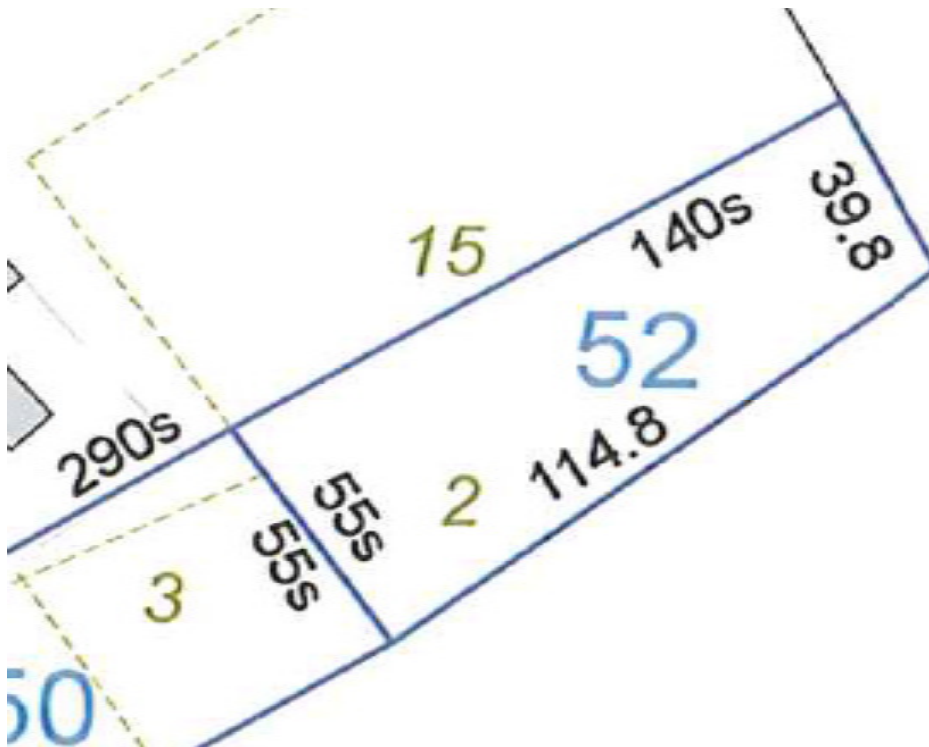
LEGAL DESCRIPTION/LAND SIZE

The subject property is legally described as:

Now, Therefore, I Bill English, as Probate Judge in and for said County in said State under and by virtue of the provisions of the law in such cases and in consideration of Five Dollars to me paid, have this day granted, bargained and sold, and by these presents do grant, bargain, sell and convey to Willie M or Kent Lauderdale, Parcel 4310-04-18-01-001-052 PT BLOCK 47 TOTTEN MAP OF OPELIKA PLAT 2-9 SEC 18 T19N R26E BEG INT NW ROW TORBERT BLVD & SW ROW S 10TH ST, SW 114.8 ON ROW NE 55.8 NE 140'S SE 39.8 ON ROW TO POB situated in said County and State. To have and to hold the same the said right title and interest unto said Willie M. or Kent Lauderdale heirs assigns or successors forever but no right title or interest of any reversionary or remainderman in said land is here conveyed hereby.

Based on the above legal description and attached tax plat, the subject site is mostly rectangular in shape, fronting on North 10th Street a distance of 39.8 feet and Martin Luther King Avenue a distance of 114.8 feet with an average depth of 47+ feet and having a total site area of 6,039 square feet, or 0.14 acres.

Subject highlighted in blue



Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

ZONING/PUBLIC SERVICES

The subject is located within the Opelika City limits and therefore falls under the City's zoning jurisdiction. The current zoning of the property is C-2 (Office/Retail) GC-2. The Zoning Ordinance for Opelika defines this zoning as "a district intended to provide areas for offices and neighborhood small retail uses.

Other uses would include residential, banks, fastfood, convenience store and similar uses. The GC-2, is an overlay zoning that was established by the City of Opelika for entrance corridors into the City of Opelika. This overlay simply makes all allowable uses under the C-2 zoning a conditional use subject to approval by the Planning Commission.

Uses Allowed Include: Offices, Medical, Banks, Commercial less than 100,000 square feet.

Conditional Uses: Single family, duplexes, apartments, townhouses, patio homes, hotels, motels, planned residential development, Commercial more than 100,000 square feet, automobile sales, automobile related uses, manufacturing and assembling, recreation and amusement, day care center, restaurants, car wash, storage, veterinarian office, post office, dry cleaners, funeral homes, bus station, commercial greenhouse and all medical related uses.

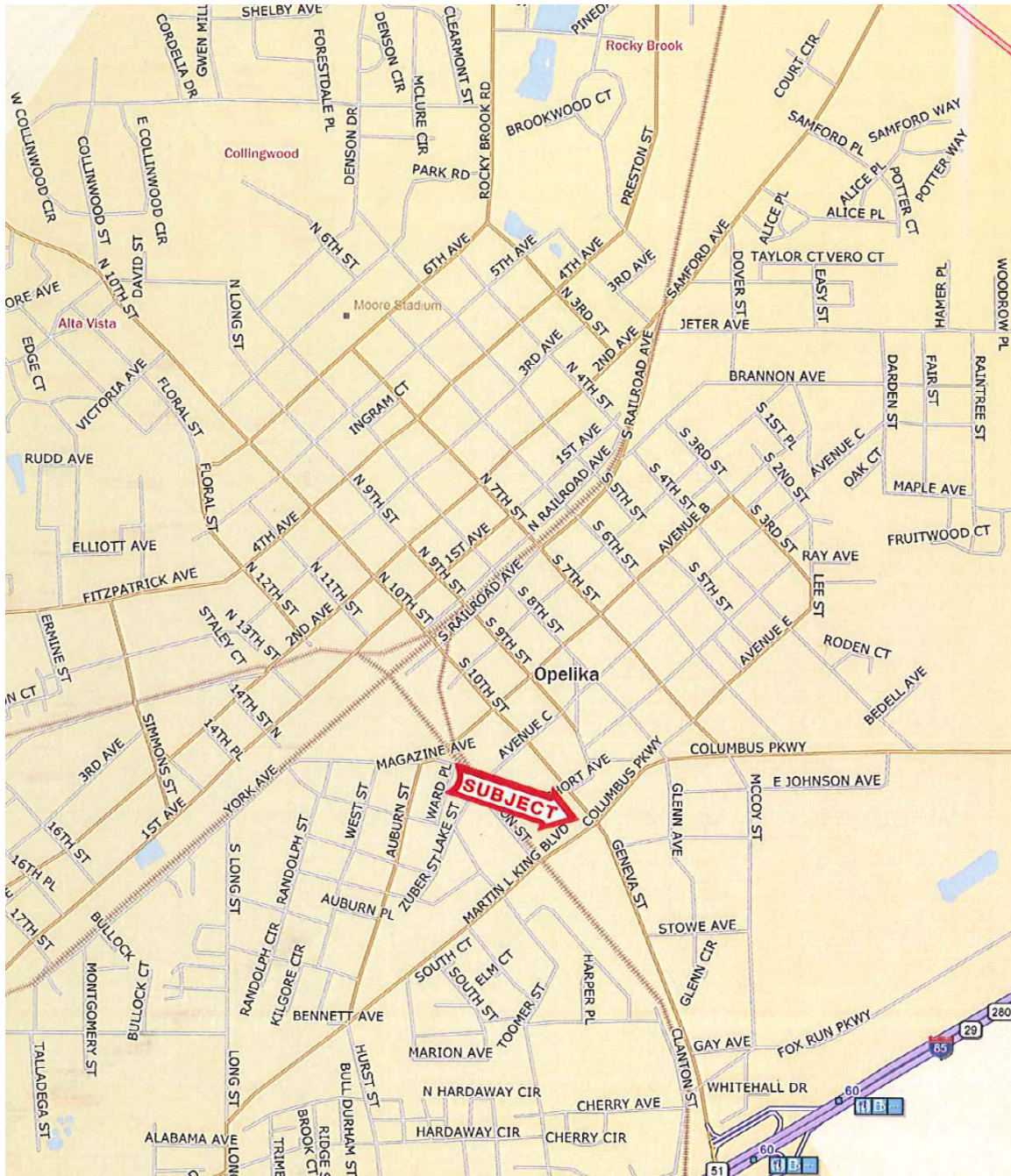
The GC-2 zoning has the following site requirements

Dwellings Per acre:	N/A
Minimum Width:	100
Front Yard Setback:	40'
Rear Yard setback:	20'
Side yard setback:	20'
Maximum Building area:	--
Maximum Impervious Area	75%
Maximum building height:	75 feet

The subject is served by all public utilities inclusive of water (City of Opelika), electricity (City Opelika), natural gas (Alagasco), telephone (several providers) and telecable (several providers). Fire and police protection is amply provided by the City of Opelika.

PROPERTY LOCATION

The subject is located in the southern quadrant of Opelika, approximately 1/2 miles south of downtown at the northwest corner of the intersection of South 10th Street and Martin Luther King Boulevard.



AD VALOREM TAX DATA

The subject property is under the tax authority of the Lee County Tax Assessors Office..
The current tax rate for Lee County for commercial property \$5.40 per \$100 of assessed value with an assessment ratio of 20% of tax appraised value.

Assessed To: Willie M. & Kent M. Lauderdale
1235 Grove Park
Auburn, Alabama 36830

PARCEL ID#	Tax Appraised Value	Annual Taxes
43-10-04-18-1-001-052.000	\$2,500	\$27.00

Lee County Alabama 2017 - Subscription GIS Web11 - f16.2-d16.3 - LeeAL - 09-30-2016 Parcel Details			
FavLink PRCMap NewSrch Back Print			
Parcel			
Delta Pin:	23750		
Parcel No:	43 10 04 18 1 001 052.000		
Prop Addr:	0 GENEVA ST		
Deeded Acres: 0.00	Calc't: 0.15		
Deed Info:	B 2279	P 0000315	D 07-08-2005
Plat Info:	B	P	D --
Neighborhood:	OP		
Tax District:	01-Opelika		
Owner			
Name:	LAUDERDALE WILLIE M & KENT M		
Address:	1235 GROVE PARK		
City, State, ZIP:	AUBURN, AL 36830		
Values			
Land Total:	\$2,500.00		
Building Total:	\$0.00		
Appraised Value:	\$2,500.00		
Yrly Tax:	\$27 for 2017		

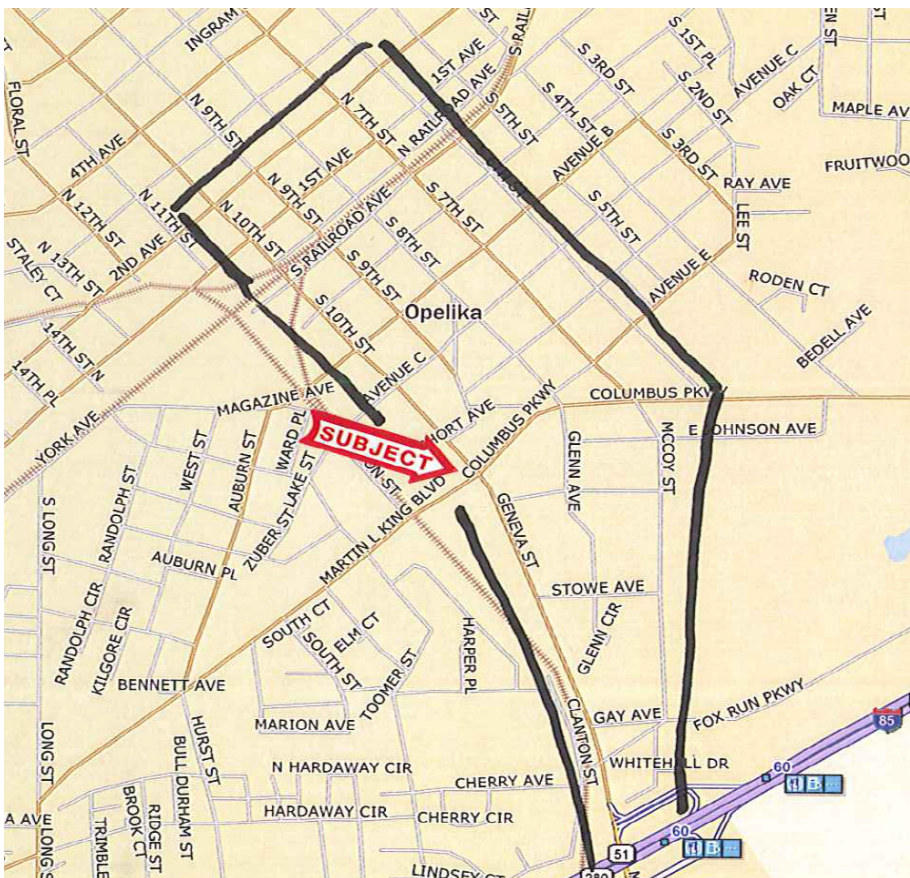
Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

NEIGHBORHOOD ANALYSIS

The term neighborhood is defined in "The Appraisal of Real Estate" 11th Ed. at page 189 as *"a group of complementary land uses"*. The four basic factors which must be considered in analyzing a neighborhood or district, as in an area analysis are:

- (1) Physical and Locational Factors;
- (2) Economic and Financial Factors;
- (3) Political and Governmental Factors; and
- (4) Sociological Factors

Each of these factors is discussed briefly with conclusions as to their effect on the subject property.



Physical and Locational Factors

The subject property is located in the southern quadrant of Opelika approximately 1/2 mile south of downtown. The neighborhood boundaries for the subject are defined as: Geneva Street & South 10th Street (West); 2nd Avenue to the north (North); Interstate 85 (south); and, 6th Street and McCoy Avenue (east).

The neighborhood has good access characteristics. Martin Luther King/Columbus Parkway is a secondary east-west route for Opelika; Geneva Street/10th Street is a north-south route and Interstate 85 is easily accessed with interchanges at both Columbus Parkway and Geneva Street. Geneva Street/10th Street is a 2-lane paved asphalt street with concrete curb and sidewalks. Martin Luther King/Columbus Parkway is asphalt paved 4 lane at the subject interchange.

Surrounding Properties include:

South:	Single Family Residential
North:	Police Station
East:	vacant land
West:	vacant land

Economic and Financial Factors

The neighborhood is a mixture of commercial, residential and service uses. The majority of the residential uses are located in the center of the neighborhood boundaries with the commercial and services uses being predominantly on the main traffic roads. Most of the commercial and services uses are second and third generation users. The Industrial Park located 1 mile south of the subject property on Marvyn Parkway and Williamson Avenue was once home to several larger thriving industries but these have closed over time and with the new Northeast Industrial Park attracting the new industries this area has continued to decline in popularity. The neighborhood is considered to be in the declining stage of the age/life cycle.

Political and Governmental Factors

Property along the major roads is primarily zoned C-2 or C-3 (Commercial) with the interior properties zoned for residential use. The Gateway Corridor was put in place to enhance any redevelopment within the area putting restrictions on exterior finishes and landscaping. All public utilities are available to the area.

Sociological Factors

The subject neighborhood is well located and is accessible to all support services.

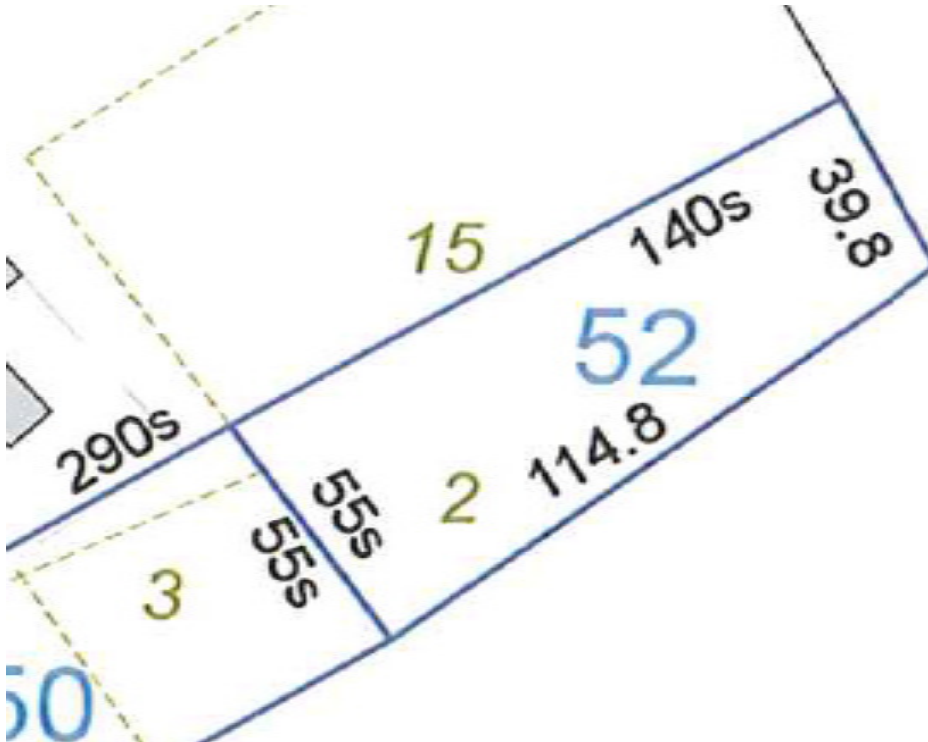
Conclusions

The subject neighborhood is well located in regards to downtown and is very accessible. As previously stated, the immediate area has seen a decline in traffic and growth due to the closure of several industrial properties to the south of the subject. The subject neighborhood is considered to have moderate growth of 2nd and 3rd generation users and will see nominal appreciation into the foreseeable future.

SITE ANALYSIS

The subject property is located in the southern portion Opelika. More specifically the subject is located at the northwest corner of the intersection of S. 10th Street & Martin Luther King Boulevard. The subject site has the following characteristics.

Size:	6,039 square feet, or 0.14 acres
Frontage:	47 feet S. 10 th Street 114 feet on Martin Luther King Boulevard
Dimensions:	Front: 114.8 Rear: 140 West: 55 East: 47
Shape:	Mostly rectangular
Easements:	Typical utility easements
Topography:	Level to gently sloping
Excess Land:	None
Drainage/Flood Hazard:	Drainage appears adequate and according to FEMA Flood Insurance Rate Map, Community Panel #1081C0069G, effective November 2, 2011, the subject property is not located in a designated flood hazard area.
Utilities:	All available



HIGHEST AND BEST USE

Highest and Best Use is defined in the Dictionary of Real Estate Appraisal, 3rd edition, page 171, as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissible, physical possibility, financial feasibility and maximum profitability.”

Based on this definition, consideration must be given to both the subject land site as if vacant, and the total property as improved.

Highest & Best Use – As if Vacant

Physically Possible – The subject’s land size of 0.14 acres, or 6,039 square feet has all utilities available and adequate topography and frontage. The subject land size limits the development potential of the subject site. Also, the site has an average depth of 47 feet which would limit if not prohibit development of the site with any type of structure.

Legally Permissible – The subject is currently zoned C-2, office/retail district. This zoning allows for uses typical of office and retail with higher density residential, restaurants and other highway type commercial uses being a conditional use under the current zoning. The current zoning requires setbacks of 40’ front and 20’ rear and side yard. The subject site could not be built on based on current setback requirements without a variance. Even with a variance the limited depth of the s

Financially Feasible – One of the best indications of financially feasible is surrounding land uses and land development patterns within the area and of similar locations. The subject is located on a secondary traffic artery with good visibility and access. Surrounding land uses include a mixture of residential, commercial and institutional uses. Considering the subject location and surrounding land uses the highest and best use of commercial (office/retail) appears most feasible.

Maximally Productive – The maximally productive, and highest and best use of the subject site, as if vacant, considering the physical limitations of the site would be to assemble the subject property with an adjoining property.

THE APPRAISAL PROCESS

The appraisal process is a procedure for estimating the market value of real property. This process involves gathering all pertinent information available from the market which may influence the value of the subject property. This data is then utilized in forming an estimate of value based upon the three generally accepted approaches to value. These three approaches are the Cost Approach, Income Approach, and the Direct Sales Comparison Approach.

COST APPROACH

The Cost Approach is defined as that approach in appraisal analysis which is based upon the proposition that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is assumed that the potential purchaser considers producing a substitute property with the same utility as the property being appraised. This analysis involves the cost to buyer of producing an exact replica of the subject property, in the same location and condition as the subject property, as of the effective date of the appraisal.

The application of the Cost Approach involves the following steps:

1. Estimating value of the site as if vacant and available to be put to its highest and best use.
2. Estimating the reproduction/replacement cost new of the improvements.
3. Estimating all elements of accrued depreciation.
4. Subtracting the total accrued depreciation from the reproduction cost new of the improvements (resulting in an estimate of the present worth of the improvements).
5. Adding the present worth of all the improvements (including site improvements) to the estimated site value.
6. Rounding the figure to an appropriate indication of value.

The major limitation of the Cost Approach is the reliance upon an estimation of accrued depreciation. Generally, the older the property the higher the estimate of accrued depreciation, the less reliable becomes the value indication of this approach. This is particularly critical in the valuation of older properties that normally incur greater amounts of depreciation. The Cost Approach is particularly appropriate when the property being appraised involves relatively new improvements which represent the highest and best use of the site or when the improvements are relatively unique or specialized and there is limited or a total lack of comparable properties which have sold recently.

INCOME APPROACH ANALYSIS

The Income Analysis is defined as that procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. Anticipated future income and/or reversions are discounted to a present-worth figure through the capitalization process.

This analysis requires an estimate of market rents based upon comparable rent of leased properties. This rental estimate is a gross amount and all expenses to real estate are deducted. These expenses include vacancy and rent loss which, when subtracted from the gross income, produces the effective gross income. Other expenses include real estate taxes, management cost, insurance cost, and maintenance expense. If applicable, a reduction would be made for services and utilities. All expense estimates are obtained from the market by comparison to similar structures.

After all expenses have been subtracted from the gross income, the resulting figure is the net operating income, which will be capitalized into value. The capitalization rate is derived from actual sales that have occurred in the market place. The sales are analyzed in order to estimate the net operating income of the property. After net operating income is estimated, it is divided by the sales price to provide an indication of the overall capitalization rate. Capitalization rates can also be built up from the market factors considered most applicable to income producing properties. After the net operating income and the capitalization rate are estimated, the net income is then capitalized into a value indication by the applicable capitalization technique.

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach is defined as that approach in an appraisal analysis which is based upon the proposition that an informed purchaser would pay no more for the property than the cost of acquiring an existing property with the same utility. Presumably, the potential purchaser considers the alternatives that are available to him and then makes a rational decision based upon the information he has about those alternatives that are available and makes a rational decision based upon the information he has about those alternatives.

The application of the Direct Sales Comparison Approach involves selecting a number of competitive properties which have recently sold on the market. The information derived from this section is analyzed through an adjustment process which develops indications of what the competitive properties would have sold for if they possessed all the important characteristics of the subject property. These indications fall into a pattern surrounding one figure which, when appropriately rounded, is an indication of the market value of the subject property as of the date of the appraisal.

The reliability of this approach is dependent upon the availability and verification of the comparable sales data. The degree of comparability between the competitive properties and the subject, and the absence of non-typical conditions affecting the sales price of those properties are also important items that are considered. Therefore, this approach is particularly applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources.

RECONCILIATION ANALYSIS

The reconciliation analysis is an evaluation process where the appraiser carefully evaluates value indications from each of the three approaches. The reliability of each approach to the present appraisal problem is examined and weight is given to the accuracy, reliability, quantity of data available for use in each approach, and the approach in which the market participant typically has the greatest confidence.

LAND VALUE – DIRECT COMPARISON

To estimate value for the subject site, as if vacant, a comparison is made between the subject property and recent sales of similar sites from within the subject's competitive market area. Sales considered include:

Sale 1



Transaction

ID:	S/E Corner McCoy Street & Geneva Ave	Date:	02/05/2015
Address:	S/E Corner McCoy Street & Geneva Ave	Price:	\$100,000
City:	Opelika	Price Per Acre:	\$70,922
County:	Lee	Price SqFt:	\$1.63
State:	Alabama	Financing:	Cash to seller
Grantor:	Sharon Black	Property Rights:	Fee Simple
Grantee:	Wilsford Properties, Inc.	Condition of Sale:	Arms Length
		Verification:	Public Records
			Lee Hanvey, John Rice Realty
Deed Book/Page:	2453/219	Days on Market:	493 DOM

Site

Acres:	1.41 acres	61,420 SF	Topography:	Level
Road Frontage:	195 FF, Geneva Street		Zoning:	C-2, GC-2
View:	Average		Land Use:	Commercial
Shape:	Irregular		Easement:	None known
Utilities:	All Public		Environmental:	None known

Additional Information

Improvements:	SFR. No contributory value	Accessibility:	Average
Property Type:	Commercial	Tax ID:	43-10-04-18-4-000-025.000 & 026.002 & 026.003 & 024.004
Visibility:	Average	Current Use:	Undeveloped land

Comments

Assemblage of 4 parcels

Sale 2

**Transaction**

ID:	N/S Fox Run Parkway	Date:	07/31/2014
Address:	N/S Fox Run Parkway	Price:	\$90,000
City:	Opelika	Price Per Acre:	\$52,508
County:	Lee	Financing:	Cash to seller
State:	Alabama	Property Rights:	Fee Simple
Grantor:	Sheperd/Floyd et als	Condition of Sale:	Arms Length
Grantee:	James O & Kumsuk Hampton	Verification:	Public Records
			Janet Hill, Century 21
Deed Book/Page:	2441/251	Days on Market:	604 DOM

Site

Acres:	1.714 acres	74,662 SF	Topography:	Sloping/wooded
Road Frontage:	390/FF Fox Run Parkway		Zoning:	C-3
View:	Average		Land Use:	Commercial
Shape:	Irregular		Easement:	None known
Utilities:	All Public		Environmental:	None known

Additional Information

Improvements:	None	Accessibility:	Average
Property Type:	Commercial	Tax ID:	43-10-03-05-3-000-002.002
Visibility:	Average	Current Use:	Undeveloped land

Comments

Vacant parcel in adequate commercial location. Purchased for future commercial development

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

Sale 3



Transaction			
ID:	N/E Corner of 1 st Avenue & N 22 nd St	Date:	3/11/2015
Address:	N/E Corner of 1 st Avenue & N 22 nd St	Price:	\$300,000
City:	Opelika	Price Per Acre:	\$83,333
County:	Lee	Financing:	Cash to seller
State:	Alabama	Property Rights:	Fee Simple
Grantor:	Saucier Investments LLC	Condition of Sale:	Arms Length
Grantee:	Jesse Russell Nix	Verification:	Public Records
			Closing Statement
Deed Book/Page:	2453/770	Days on Market:	2 years
Site			
Acres:	3.6 acres	Topography:	Level
Road Frontage:	750 FF 1 st Avenue 400 FF 22 nd Street	Zoning:	C-2, G-C2
View:	Average	Land Use:	Commercial
Shape:	Irregular	Easement:	None known
Utilities:	All Public	Environmental:	None known
Additional Information			
Improvements:	None	Accessibility:	Average
Property Type:	Commercial	Tax ID:	Part of 43-09-06-14-4-000-069.000
Visibility:	Average	Current Use:	Undeveloped land
Comments			
Purchaser plans on building a commercial building and utilizing it as a produce sales location.			

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

Comparable Sales Grid

	Subject	Sale 1	Sale 2	Sale 3
Location	N/W Corner 10 th & MLK	McCoy Street & Genenva St	Fox Run Parkway	First Avenue & N 22 nd Street
Sale Price	N/A	\$100,000	\$90,000	\$300,000
Price/Acre	N/A	\$70,992	\$52,508	\$83,333
Sq Ft		\$1.63	\$1.21	\$1.91
Sold Date		2/15/2015	7/31/2014	3/11/2015
Time Adj	-0-	-0-	-0-	-0-
Adj Price				
Sales Price	N/A	\$100,000	\$90,000	\$300,000
Price Sqft	N/A	\$1.63	\$1.21	\$1.91
Condition of Sale	N/A N/A	Arms Length	Arms Length	Arms Length
Location	Adequate	Adequate	Inferior +25%	Similar
Zoning	C-2	C-2	C-3	C-2
Topography	Adequate	Adequate	Adequate	Adequate
Utilities	All	All	All	All
Acres	0.14 Ac	1.41 Ac	1.714 Ac	3.6 Ac
Sq Ft	6,039 Sf	61,420 Sf	74,662 Sf	156,816 sf
Total Adjustments	-0-		+25%	-0-
Adjusted Price Per SqFt	N/A	\$1.63	\$1.51	\$1.91

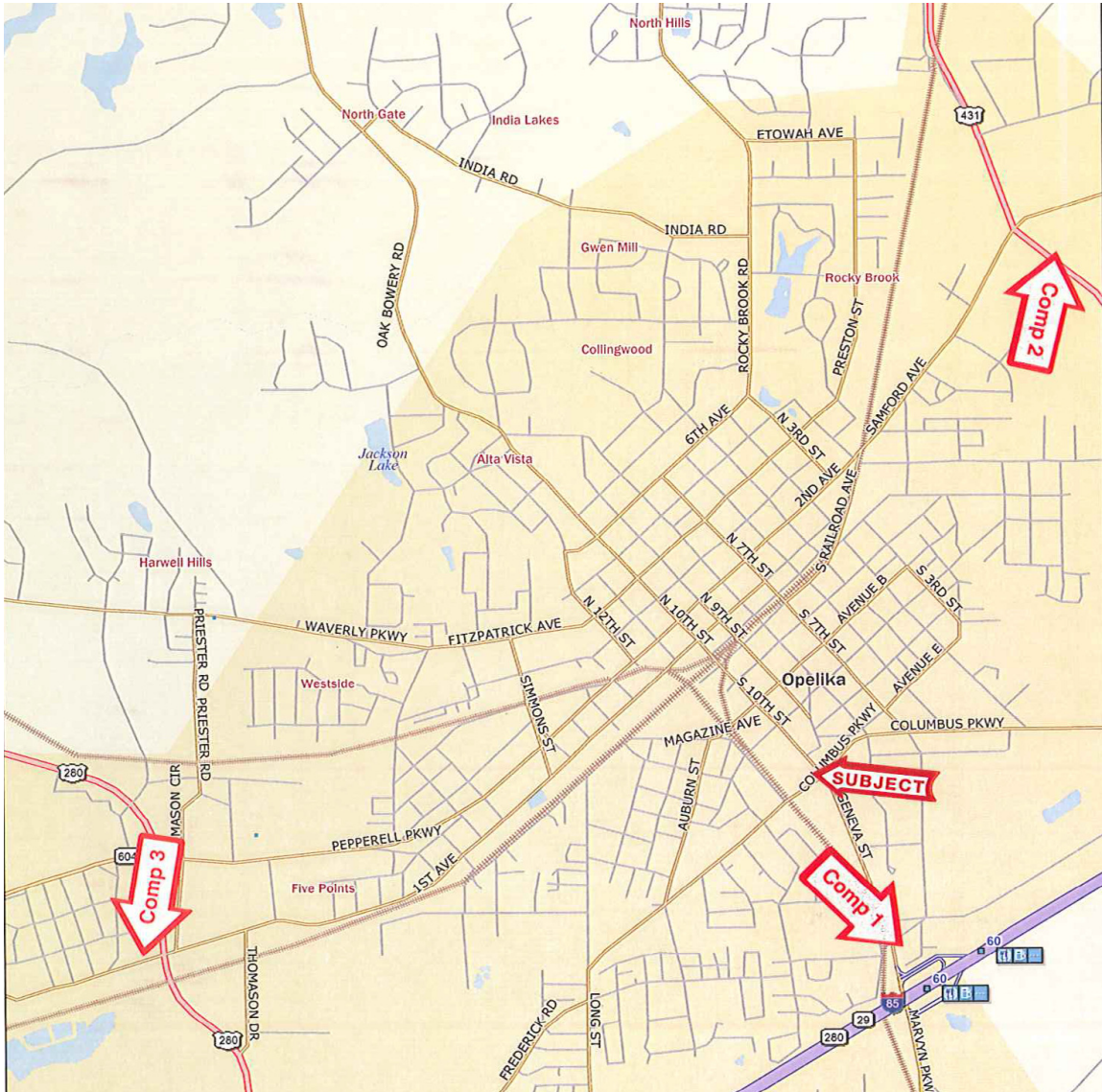
The adjusted sales include the three most recent sales within the subject market. The sales are adjusted for location and size. After adjustments the sales range from \$1.63 to \$1.91 per square foot. Comparable sale #1 is located in closest proximity to the subject and is given greatest consideration.

Since the highest & best use of the subject is considered to be an assemblage with adjoining property, no size adjustment was made in the analysis. The adjoining property is a 4 acre parcel.

6,039 square feet @ \$1.65 per square foot = \$9,964

Rounded = \$10,000.

COMPARABLE SALES LOCATION MAP



Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

RECONCILIATION AND FINAL VALUE ESTIMATE

Cost ApproachN/A

Income ApproachN/A

Sales Comparison Approach.....\$10,000.

This approach is based on recent sales of similar use properties. Sales are analyzed on the basis of price per square foot.

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

CERTIFICATION

I certify that, to the best of our knowledge and belief.....

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of stipulated results, or the occurrence of a subsequent event.
5. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.
6. The use of this report is subject to the requirements of the Appraisal Foundation and the Alabama Real Estate Appraisers Board relating to review by its duly authorized representatives.
7. This assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned State Certified General Real Property Appraiser has met the requirements of the board that allow this report to be regarded as a "certified appraisal".
8. I have made an inspection of the property that is the subject of this report.
9. No one provided significant professional assistance to the person signing this report.
10. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. I have not appraised the subject property or performed any services involving the subject property within the past 3 years.
12. Based on the analyses presented in this report, We are of the opinion that the market value of the fee simple interest in the subject property, as of February 28, 2018, of: \$10,000.



William H. Brown
AL Cert. #G00056

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

DEED 2279 315
 Recorded In Above Book and Page
 08/01/2005 03:09:19 PM
 BILL ENGLISH
 PROBATE JUDGE
 LEE COUNTY

TAX DEED

STATE OF ALABAMA, LEE COUNTY

Know all men by these Presents, that whereas, the land hereinafter described was subject to taxation for the year 2001 the Revenue Commissioner levied taxes thereon for County purposes for said year 2001 and Whereas said land was returned for taxation by Elmer and Joyce Kell for said year and Whereas the certificate of assessments was made in accordance with the law; and

Whereas, the Revenue Commissioner entered into the Docket of Tax Causes the description of said land and amount of taxes, fees, and charges due thereon for said year 2001 and delivered said Docket to the Probate Judge; and reported in accordance with the law, that she was unable to collect said taxes without sale of said land; and Whereas, the Probate Court at the 18th of May 2002 Term, rendered decree ordering sale of said land for the payment of said taxes, fees, charges, costs and expenses of sale and Whereas the Revenue Commissioner in enforcement of said decree, gave thirty days notice by publication once a week for three successive weeks in the Opelika-Auburn News, a newspaper regularly published in said County and also by posting notice at the Courthouse of said County, and at a public place in the precinct in which the land was situated that he would sell said land on the 22nd of May 2002 between 10 o'clock a.m. and 4 o'clock p.m. In front of said Courthouse, which notices described said land and stated the amount for which the Probate Court's decree had been rendered against same, and that said taxes had been assessed to Elmer and Joyce Kell and

Whereas, the Revenue Commissioner at said time, in front of said Courthouse door, did offer said land at public outcry, so that, as far as practicable only such Portion thereof was sold as was necessary to satisfy said decree and did sell said land to Willie M or Kent M Lauderdale expenses of sale which amount he paid to said Revenue Commissioner; and Whereas, the Revenue Commissioner did then deliver to said purchaser in accordance with the law, a Certificate of Purchase, containing description of said land showing the date the same had been assessed to Elmer and Joyce Kell for said year 2001 and also showing the taxes due thereon, distinguishing the amounts due the said State and County and for school purposes and the fees and costs, and further showing the time for which said land was advertised the date it was offered for sale, the name of the purchaser and the price paid and, Whereas, the time for redemption of said land has elapsed and said Certificate of Purchase has been returned to the Probate Judge by Willie M or Kent Lauderdale, the purchaser (assignee thereof by endorsement which appears legally executed on said Certificate)

Now, Therefore, I Bill English, as Probate Judge in and for said County in said State under and by virtue of the provisions of the law in such cases and in consideration of Five Dollars to me paid, have this day granted, bargained and sold, and by these presents do grant, bargain, sell and convey to Willie M or Kent Lauderdale,
Parcel 4310-04-18-01-001-052 PT BLOCK 47 TOTTEN MAP OF OPELIKA PLAT
2-9 SEC 18 T19N R26E BEG INT NW ROW TORBERT BLVD & SW ROW S 10TH
ST, SW 114.8 ON ROW NE 55.5 NE 140'S SE 39.8 ON ROW TO POB situated in said County and State. To have and to hold the same the said right title and interest unto said Willie M. or Kent Lauderdale heirs assigns or successors forever but no right title or interest of any reversionary or remainderman in said land is here conveyed hereby.

In testimony whereof, I have hereunto set my hand and seal this 8th day of July, 2005.

Bill English

Bill English, Judge of Probate of Lee County

THE STATE OF ALABAMA

LEE

COUNTY

I Rebecca Freeman, a Notary in and for said County in said State hereby that Bill English, whose name is signed to the foregoing conveyance as Probate Judge and 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.
 Given under my hand this the 8th day of July, 2005.

Rebecca F. Freeman

ASSUMPTIONS AND LIMITING CONDITIONS

Deed Tax 2.00, Recording Fee 8.00, TOTAL 10.00

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

1. COPIES, PUBLICATIONS, DISTRIBUTION, USE OF REPORT:

Possession of this report or any copy thereof does not carry with the right of publication, nor may it be used for other than its intended use. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of the appraiser, and then only in its entirety.

Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales, or other media, without the written consent and approval of the appraiser.

2. CONFIDENTIALITY:

The appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Board as they may request in confidence for ethics enforcement, or by a court of law or a body with the power of subpoena.

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis are set forth in the report and were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made.

3. INFORMATION USED:

No responsibility is assumed for accuracy of information furnished by or from others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit; all are considered appropriate for inclusion to the best of our factual judgement and knowledge.

4. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICES

The contract for appraisal, consultation or analytical service, are fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangements and at additional fee.

5. EXHIBITS

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property other than actual status, as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

6. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL NATURE HIDDEN COMPONENTS, SOIL.

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee or as derived by the appraiser.

The appraiser has inspected as far as possible, by observation, the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm, however, subsidence in the area is unknown. The appraiser does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgement is made as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment.

7. RELATING TO THE AMERICAN WITH DISABILITIES ACT

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since there is no direct evidence relating to this issue, possible non-compliance with the requirements of ADA in estimating the value of the property has not been considered.

LEGALITY OF USE

8. The appraisal is based on the premise that, there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless stated within the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

9. COMPONENT VALUE

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10. AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent study or analysis or previous study or analysis subsequently becoming known to him.

11. DOLLAR VALUE

The market value estimated, and the cost used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

12. INCLUSION

Furnishings and equipment of business operations except as specifically indicated and typically considered as part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated.

13. PROPOSED IMPROVEMENTS, CONDITIONED VALUE

Improvements proposed, if any, on or off-site, as well as any repairs required are considered, for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraiser. In cases of proposed construction, the appraisal is made subject to change upon inspection of the property after construction is completed. This estimate of value is as of the date shown, as proposed, as if completed and operating at levels shown or projected.

14. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES

The estimated market value is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and related attractiveness of the property physically and economically in the marketplace. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

In cases of appraisals involving capitalization of income benefits, the estimate of market value is a reflection of such benefits and appraiser's interpretation of income and yields and other factors derived from general and specific market information. Such estimates are as of the date of estimate of value; they are thus subject to change if the market is naturally dynamic.

15. MANAGEMENT

It is assumed that the property which is the subject of this report is under prudent and competent ownership and management; neither inefficient nor super efficient.

16. FEE

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report.

17. HAZARDOUS MATERIALS

Unless otherwise stated in this report, the appraiser signing this report has no knowledge concerning the presence or absence of urea-formaldehyde foam insulation or asbestos containing materials in existing improvements; if such materials are present the value of the property may be adversely affected and reappraisal at additional cost necessary to estimate the effects of such material.

18. Unless otherwise noted within the attached report, there are no items of FF&E included in the reported value. Any equipment included with the property in the value are only those items that are considered as an integral part of the realty, even though technically they could be legally considered as personalty.

ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS.

QUALIFICATIONS

William H. Brown
615 6th Avenue
Opelika, Alabama 36801

EDUCATION

Opelika High School, 1980
Auburn University, B.S. Business Administration

Successfully completed the following courses and examinations sponsored by the Appraisal Institute.

1. Real Estate Appraisal Principles
2. Basic Valuation Procedures
3. Residential Valuation
4. Standards of Professional Practice,
5. Capitalization Theory & Technique, Part A
6. Capitalization Theory & Technique, Part B
7. Standards of Professional Practice, Part B

PRESENT POSITION AND RELATED WORK

President of the Brown Agency, Inc. Opelika, Alabama from 1983 to present. The Brown Agency, Inc. is a real estate company involved in appraisals, commercial sales, and property management. State Certified General Real Property Appraiser #G00056

APPRAISAL AND RELATED WORK

Served as expert witness in Lee County Probate and Circuit Courts, and also served as a Probate and Condemnation Commissioner for the Lee County Probate Courts. Also, has previously been approved by the State of Alabama Real Estate Appraisal Board as an instructor of USPAP and Foundations of Real Estate and have taught through the Auburn University Continuing Education Program. Also, active engagement in the appraisal of real properties for various Banks, Attorneys and Lending Institutions. Also, engagement in estate and property management for various clients and in conjunction with Trust Departments of several Alabama and Georgia Banks. Also, active engagement in the sales of residential, commercial, industrial and farmland properties.

List of Some Past and Present Appraisal Clients

Compass Bank, Birmingham, Alabama

Attachment: lauderdale appraisal (089-18 : Authorize Purchase of Property, Lauderdale.)

Compass Bank, Auburn, Alabama
 Regions Bank, Auburn, Alabama
 First American Bank, Opelika, Alabama
 BancorpSouth, Opelika, Alabama
 AuburnBank, Auburn, Alabama
 BankTrust, Opelika, Alabama
 Auburn University
 City of Opelika
 City of Auburn
 West Point-Stevens
 Lee County Circuit Court
 State of Alabama Highway Department
 Melton, Gunter & Melton, Attorneys at Law
 Walker, Hill, et als, Attorney at Law
 Sanford, Denson, Horsley & Pettey, Attorneys at Law

And various individuals and estates in Lee County and surrounding areas.

List of Contacts

AUBURN BANK
 100 North Gay Street
 Auburn, Alabama 36830

Mr. Terry Bishop
 Senior Vice President
 334-821-9200

BancorpSouth
 414 South 7th Street
 Opelika, Alabama 36801

Mr. Robert Williams
 President
 334-749-2041

TrustMark Bank
 1431 Gateway Drive
 Opelika, Alabama 36801

Mr. Jimmy Hurst
 Regional President
 334-745-4883

COMPASS BANK
 101 South College Street
 Auburn, Alabama 36830

Mrs. Angie Shuman
 Senior Commercial Lender
 334-887-1235

RESOLUTION NO. 090-18

Authorize Purchase of Real Property, Pridgen.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING MAYOR TO PURCHASE
REAL PROPERTY LOCATED AT 306 EAST AVENUE FROM
W.S. PRIDGEN AND BRENDA D. PRIDGEN**

WHEREAS, W.S. Pridgen and Brenda D. Pridgen (hereinafter referred to as “Pridgens”) are the owners in fee simple of a parcel of land containing approximately 0.15 acres located at 306 East Avenue in the City of Opelika (hereinafter referred to as the “City”); and

WHEREAS, the City Council has determined that there is a need to construct a new Police Department facility located at 501 South 10th Street, including buildings, parking lots and grounds; and

WHEREAS, the construction of the new Police Department facility will necessitate the acquisition by the City of approximately 0.15 acres of real property (hereinafter referred to as the “Property”) owned by W.S. Pridgen and Brenda D. Pridgen, said property being more particularly described in paragraph 1 below; and

WHEREAS, the City has heretofore retained William H. Brown, a qualified real estate appraiser, to determine the fair market value of the Property; and

WHEREAS, William H. Brown has submitted an appraisal report to the City Council indicating that the fair market value of the Property to be acquired is \$14,000.00; and

WHEREAS, the City Council desires to make an offer to W.S. Pridgen and Brenda D.

Pridgen to acquire the Property for the sum of \$14,000.00 based on the appraisal of William Brown; and

WHEREAS, the City Council has determined that it is necessary and desirable that the City acquire title to and possession of the Property and that said Property is necessary and convenient for the construction of the new Police Department facility.

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

1. That it is hereby established and declared that the following described real property is needed by the City of Opelika for the construction of a Police Department facility, including buildings, parking lots and grounds:

Commencing at a found 1" open top iron pin located at the intersection of the southeasterly R/W line of Avenue C and the southwesterly R/W line of 10th Street; thence, along the last-mentioned R/W line, S41°01'22"E, 451.75 feet to a found ½" open top iron pin; thence S41°59'12"E, 162.33 feet to a found 1" open top iron pin; thence S44°01'01"W, 11.06 feet to a set ½" capped rebar (Cert. No. 18677); thence S42°14'12"E, 286.51 feet to a magnail set in asphalt; thence S28°25'21"E, 62.49 feet to a set ½" capped rebar (Cert. No. 18677); thence continue S28°25'21"E, 41.77 feet to a found concrete R/W monument at the intersection of the southwesterly R/W line of the aforementioned 10th Street with the northwesterly R/W line of Martin Luther King, Jr. Boulevard; thence southwesterly, along said R/W line, being a curve concave northwesterly and having a radius of 690.00 feet, an arc length of 122.45 feet and a chord bearing and distance of S54°15'29"W, 122.29 feet to a set ½" capped rebar (Cert. No. 18677) and the True Point of Beginning of the Parcel of Land herein described; thence, continuing southwesterly along said R/W line, being a curve concave northwesterly, and having a radius of 690.00 feet, an arc length of 31.55 feet, and a chord bearing and distance of S60°39'07"W, 31.54 feet to a found ½" rebar; thence southwesterly along said R/W line, being a curve concave southeasterly and having a radius of 2886.05 feet, an arc length of 109.73 feet, and a chord bearing and distance of S57°16'09"W, 109.73 feet to a set ½" capped rebar (Cert. No. 18677); thence, leaving said R/W line, N25°36'53"W, 47.74 feet to a found ½" crimp top iron pin (bent); thence N57°38'15"E, 76.66 feet to a set ½" capped rebar (Cert. No. 18677); thence N60°25'15"E, 60.72 feet to a found ¼" rebar (bent); thence S30°13'32"E, 45.45 feet to the True Point of Beginning.

Said parcel of land being the remainder of Lots 3, 4 and 5 of Block 47 of Totten's Official Real Estate Map of Opelika, Alabama, as recorded in Plat Book 2, Page 9, in the office of the Judge of Probate of Lee County, Alabama; lying and being in the northeast quarter of Section 18, Township 19 North, Range 27 East, in Opelika, Lee County, Alabama, and containing 6447.7 square feet or 0.15 acre, more or less.

Also being described as Tax Parcel #43 10 04 18 1 001 050.000

2. That the Mayor is hereby authorized and directed to make a written offer to W.S. Pridgen and Brenda D. Pridgen to purchase the Property at the specific price of \$14,000.00 based on the appraisal conducted by William H. Brown.

3. That the Mayor is hereby authorized and directed to purchase the premises described in section 1 above from W.S. Pridgen and Brenda D. Pridgen for and in consideration of the sum of \$14,000.00. The purchase price should be paid to the property owners in cash at closing and shall be paid from the Unassigned Fund Balance.

4. That the Mayor and City Clerk are hereby authorized and directed to execute the documents to effectuate the purchase of the Property from W.S. Pridgen and Brenda D. Pridgen, provided the purchase price does not exceed \$14,000.00.

5. That the Mayor and City Administrator, or their designees, are hereby authorized, empowered and directed to negotiate for, and on behalf of the City with W.S. Pridgen and Brenda D. Pridgen for the purpose of acquiring the Property by the City and report back to the City Council.

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

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

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

ATTEST:

CITY CLERK

APPRAISAL REPORT
OF
0.19 Acres of Land
Located on Northern Boundary of
Martin Luther King Boulevard
Tax Parcel #43-10-04-18-1-001-050.000
Opelika, Alabama 36801

FOR
Mr. Scott Parker
City of Opelika
700 Fox Trail
Opelika, Alabama 36801

AS OF

March 8, 2018

BY
William H. Brown
The Brown Agency, Inc.
100 South 7TH Street
Opelika, Alabama 36801

Attachment: pridgen appraisal city of opelika (090-18 : Authorize Purchase of Real Property, Pridgen)

March 11, 2018

Mr. Scott Parker
City of Opelika
700 Fox Trail
Opelika, Alabama 36801

Re: Appraisal Report of
0.19 Acres of Land
Located on Northern Boundary of
Martin Luther King Boulevard
Tax Parcel #43-10-04-18-1-001-050.000
Opelika, Alabama 36801

Dear Mr. Parker:

Per your request, I have completed an appraisal on the above referenced property. The purpose of this appraisal was to estimate the market value of the Fee Simple Interest of the subject property as of the effective date of the appraisal.

The subject property was last inspected on March 8, 2018. The subject property consist of a vacant parcel of land containing approximately 0.19 acres. All three approaches to value, namely - The Cost, Sales Comparison, & Income Approaches to Value were considered in the appraisal process. The subject property is vacant land and the only applicable approach is the Sales Comparison Approach.

Local realtors, Appraisers and Mortgage Lenders were interviewed to locate sales of comparably improved properties. The sales located were then compared and adjusted to the subject property for items of difference. This approach to value was reconciled to provide a value estimate of the property.

The scope of this assignment requires the appraiser to 1) physically identify & inspect the subject and its surrounding environs; identify and consider characteristics that may have a legal, economic or physical impact on the property; 2) physically inspect the market environments as to physical and economic factors relevant to the valuation process, including but not limited to, interviews with regional and/or local market participants, published data and other resources; 3) conduct research as to applicable tax data, zoning, flood zone, demographics, and comparable listing, sales; 4) analyze the data gathered through the use of appropriate and accepted appraisal methodology such that a probable value indication is derived; 5) correlate and reconcile the results into a reasonable, defensible and credible value conclusion. This appraisal is being reported in accordance with Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal was conducted and prepared to conform to the Uniform Standards of Appraisal Practice (USPAP) and Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). The function of this appraisal is to provide a basis of value for potential acquisition.

Attachment: pridgen appraisal city of opelika (090-18 : Authorize Purchase of Real Property, Pridgen)

Based upon our investigation into the subject property and its current economic environment, we are of the opinion that the property has a current market value, as of February 28, 2018, of:

FOURTEEN THOUSAND DOLLARS
(\$14,000.)

The estimated the marketing time necessary to complete an arms length sale at “market value” for the subject property at one year. This estimate is based upon other properties’ marketing time required, located within the subject market, with asking prices within 10% of true market value. The attached report is submitted in support of these conclusions.

Please note that this report is subject to the contingent and limiting conditions as found in the addendum. We appreciate the opportunity to serve you in this matter. It should be noted that employment of the appraiser was not conditional upon producing a specific value within a given range. Future employment prospects with the City of Opelika are not dependent upon producing a specified value.

Respectfully submitted,



William H. Brown
State of Alabama Certified General Real Property Appraiser #G00056

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Identification: 0.19 Acres of Land
 Located on Northern Boundary of
 Martin Luther King Boulevard
 Tax Parcel #43-10-04-18-1-001-050.000
 Opelika, Alabama 36801

Ownership: W. S. & Brenda D. Prdigen

Rights Appraised: Fee Simple Interest

Tax Parcel # 43-10-04-18-1-001-050.000

Zoning: C-2, GC (Office/Retail with Gateway Corridor Overlay)

Highest & Best Use: Assemblage with adjoining property

Date of Value: March 8, 2018

Date of Report: March 11, 2018

Site Size: 0.19 acres, or 8,250 square feet

Building Data: None

Sales Comparison Approach: \$14,000

Market Value: \$14,000

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ASSUMPTIONS AND LIMITING CONDITIONS ARE FOUND IN THE
ADDENDUM OF THIS REPORT.

INTENDED USE OF APPRAISAL

This appraisal has been requested to function for decision making purposes for the City of Opelika. The intended user of this report is the City of Opelika, The appraisal is undertaken without departure in accordance with USPAP as promulgated by the Appraisal Foundation and as amended by the Comptroller of Currency.

TYPE REPORT

This appraisal is being reported in accordance with Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal was conducted and prepared to conform to the Uniform Standards of Appraisal Practice (USPAP) and Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)

ENVIRONMENTAL CONSIDERATIONS

The writer of this report has not made an environmental audit of the property, nor is he qualified to do so. The appraisal is made subject to any environmental audits or testing (if required) revealing there is no contamination on the property. Should test results indicate contamination, the appraiser retains the right to revise this report accordingly.

SCOPE OF THE ASSIGNMENT

The scope of this assignment requires the appraiser to 1) physically identify & inspect the interior and exterior of the subject and its surrounding environs; identify and consider characteristics that may have a legal, economic or physical impact on the property; 2) physically inspect the market environments as to physical and economic factors relevant to the valuation process, including but not limited to, interviews with regional and/or local market participants, published data and other resources; 3) conduct research as to applicable tax data, zoning, flood zone, demographics, income/expense data, and comparable listing, sales and rentals; 4) analyze the data gathered through the use of appropriate and accepted appraisal methodology such that a probable value indication is derived; 5) correlate and reconcile the results into a reasonable, defensible and credible value conclusion.

This appraisal is being reported in accordance with Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal was conducted and prepared to conform to the Uniform Standards of Appraisal Practice (USPAP) and Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). The function of this appraisal is to provide a basis for mortgage loan underwriting.

The scope of the assignment includes undertaking the three recognized approaches to value with consideration given to the current status of the real estate market within the Auburn/Opelika area. As noted, the subject property is vacant land with the only applicable approach to value being the Sales Comparison Approach. Local realtors, Appraisers and Mortgage Lenders were interviewed to locate sales of comparably improved properties. The sales located were then compared and adjusted to the subject property for items of difference. This approach to value was reconciled to provide a value estimate of the property.

PURPOSE OF APPRAISAL/DEFINITION OF VALUE

This appraisal is made for the purpose of estimating the market value of the subject property. This value estimate is of the fee simple unencumbered title subject only to easements and restrictions of public record. Market Value is defined by the Appraisal Standards Board of the Appraisal Foundation in the Uniform Standards of Professional Appraisal Practice as:

The most probable price which a property should bring in a competitive and open market under all the conditions requisite to a fair sale, the buyer and seller, each

Acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

RIGHTS APPRAISED

The ownership interest in the subject property appraised is the "Fee Simple Estate", subject to existing short term leases and easements of record. The Dictionary of Real Estate Appraisal, 3rd Addition, Page 140, defines Fee Simple Estate as, *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, escheat."*

EXPOSURE TIME

Exposure Time is defined by The Appraisal Standards Board of the Appraisal Foundation as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

MARKETING PERIOD

Reasonable marketing time is an estimate of the amount of time that it might take to sell a specified property interest in real estate during a period immediately after the effective date of an appraisal. Based upon the physical and locational characteristics of the subject, an exposure time of 12 months is concluded for the subject property.

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. A similar period of 12 months is appropriate for the subject property.

DATE OF VALUE/ DATE OF REPORT

The value estimate predicated in this report is made effective as March 8, 2018, being the date of the most recent inspection of the subject property. The date of the report is made effective as of the date of the transmittal letter.

PROPERTY OWNERSHIP

The property is currently under the ownership of W. S. & Brenda D. Pridgen and has been under this ownership since 2013. There are no known sales or listings involving the subject property within the past 3 years.

Attachment: pridgen appraisal city of opelika (090-18 : Authorize Purchase of Real Property, Pridgen)

LEGAL DESCRIPTION/LAND SIZE

The subject property is legally described as:

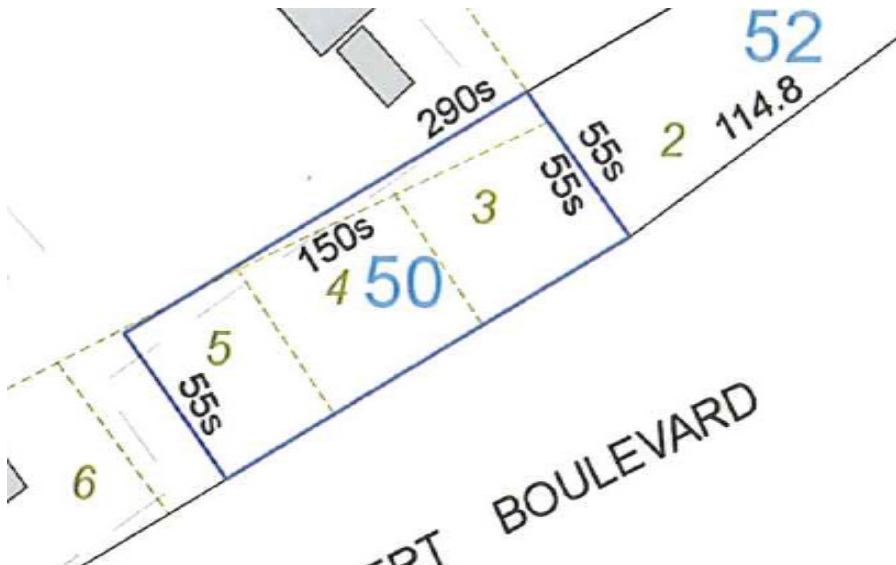
Lots 3, 4 & 5, Block 47, according to and as shown by TOTTEN'S OFFICIAL REAL ESTATE MAP OF THE CITY OF OPELIKA, ALABAMA, 1930, of record in Town Plat Book 2, at Page 9, in the Office of the Judge of Probate of Lee County, Alabama.

LESS AND EXCEPT THEREFROM: all that certain right-of-way granted to the City of Opelika, Alabama by Warranty Deed dated 12/29/95 of record in Deed Book 2099, at Page 309, in the Office of the Judge of Probate of Lee County, Alabama.

The property intended to be conveyed is further described as Parcel 43-10-04-18-1-001-050.000 on the records of the Revenue Commissioner of Lee County, Alabama.

Based on the above legal description and attached tax plat, the subject site is rectangular in shape, fronting on Martin Luther King Avenue a distance of 150 feet with an average depth of 55+ feet and having a total site area of 8,250 square feet, or 0.19 acres.

Subject highlighted in blue



ZONING/PUBLIC SERVICES

The subject is located within the Opelika City limits and therefore falls under the City's zoning jurisdiction. The current zoning of the property is C-2 (Office/Retail) GC-2. The Zoning Ordinance for Opelika defines this zoning as "a district intended to provide areas for offices and neighborhood small retail uses.

Other uses would include residential, banks, fastfood, convenience store and similar uses. The GC-2, is an overlay zoning that was established by the City of Opelika for entrance corridors into the City of Opelika. This overlay simply makes all allowable uses under the C-2 zoning a conditional use subject to approval by the Planning Commission. Uses Allowed Include: Offices, Medical, Banks, Commercial less than 100,000 square feet.

Conditional Uses: Single family, duplexes, apartments, townhouses, patio homes, hotels, motels, planned residential development, Commercial more than 100,000 square feet, automobile sales, automobile related uses, manufacturing and assembling, recreation and amusement, day care center, restaurants, car wash, storage, veterinarian office, post office, dry cleaners, funeral homes, bus station, commercial greenhouse and all medical related uses.

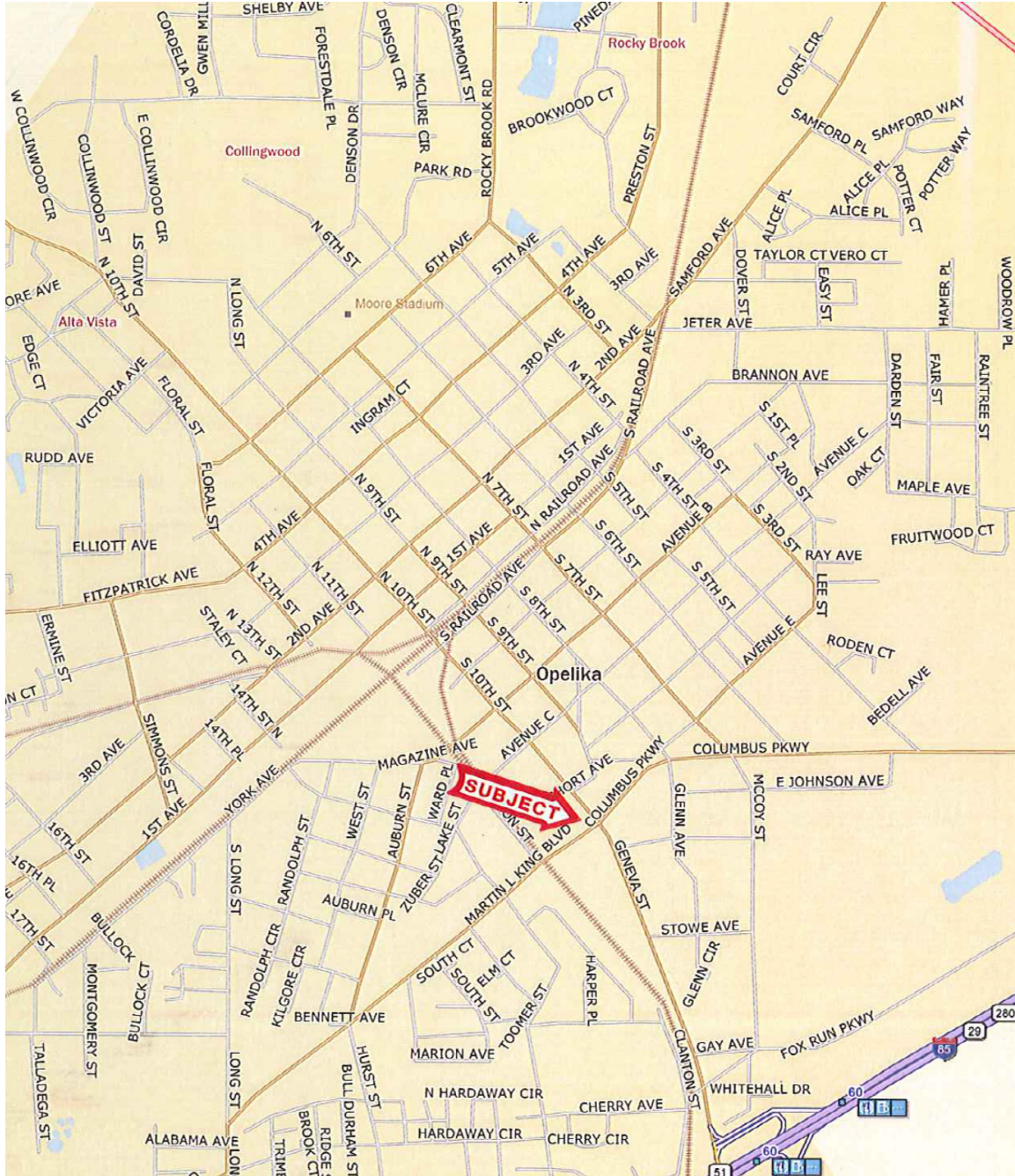
The GC-2 zoning has the following site requirements

Dwellings Per acre:	N/A
Minimum Width:	100
Front Yard Setback:	40'
Rear Yard setback:	20'
Side yard setback:	20'
Maximum Building area:	--
Maximum Impervious Area	75%
Maximum building height:	75 feet

The subject is served by all public utilities inclusive of water (City of Opelika), electricity (City Opelika), natural gas (Alagasco), telephone (several providers) and telecable (several providers). Fire and police protection is amply provided by the City of Opelika.

PROPERTY LOCATION

The subject is located in the southern quadrant of Opelika, approximately 1/2 miles south of downtown. The subject is located on the northern margin of Martin Luther King Boulevard, approximately 114 feet west of the intersection of Martin Luther King Boulevard and South 10th Street.



AD VALOREM TAX DATA

The subject property is under the tax authority of the Lee County Tax Assessors Office..
The current tax rate for Lee County for commercial property \$5.40 per \$100 of assessed value with an assessment ratio of 20% of tax appraised value.

Assessed To: W. S. & Brenda D. Pridgen
1706 Oakbowery Road
Opelika, Alabama 36801

PARCEL ID# 43-10-04-18-1-001-050.000 Tax Appraised Value \$3,000 Annual Taxes \$32.40

Parcel Info					
Parcel Number			Delta Pin #	Exempt	AMENTITES ROAD TOPO SEWER WATER GAS
1004181001050000			8744		
Subdivision	N A				
Neighborhood	OP				
District	City	S-T-R	Acreage	Lot Size	Deed B/P/D
01	Opelika	18-19N-27E	0		WDS- 2429-0000333-12/23/2013
Brief Description	PART LOT 3 4 5 & 16 BLK 47 TOTTEN MAP OF OPELIKA PB 2 9 SEC 18 T19N R27E; COM INT SW ROW GENEVA ST & NW ROW EAST AVE;SW 190 S;NW 150 S TO BEG;NW 55 S; SW 150 S;SE 55 S;NE 150 S ON ROW TO POB				

Owner			
Name	PRIDGEN W S & BRENDA D		
Mailing Addr	1706 OAKBOWERY RD OPELIKA, AL 36801	Physical Addr	306 EAST AVE

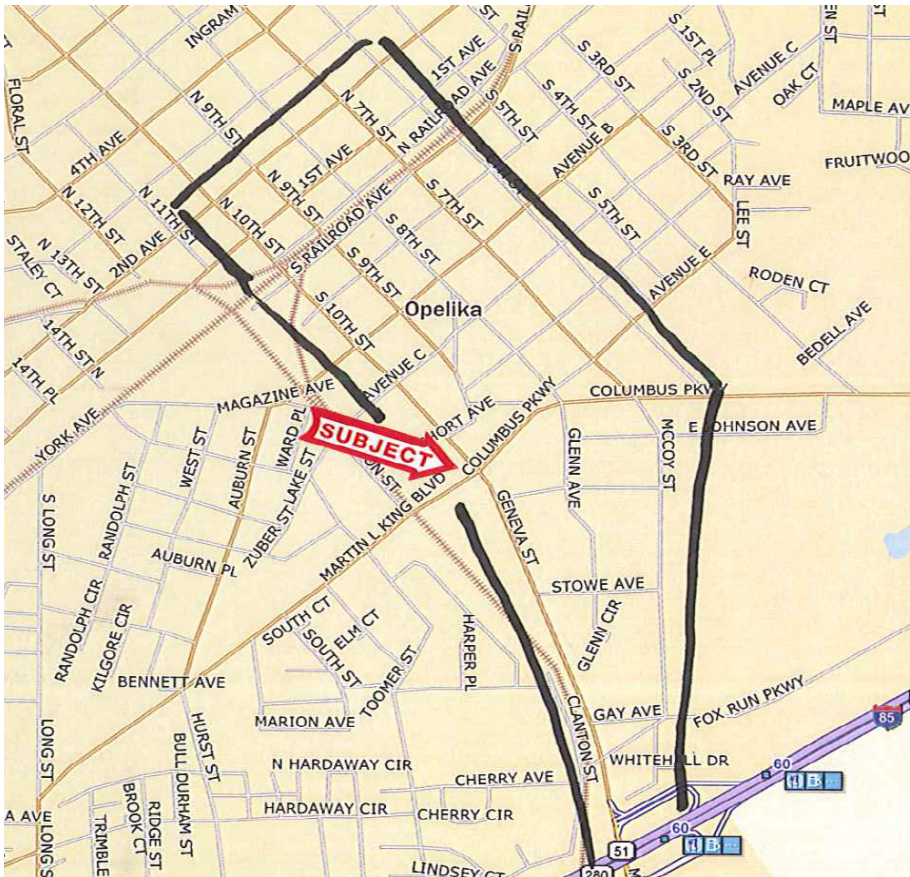
Values	
Land Total:	\$3,000.00
Building Total:	\$0.00
Appraised Value:	\$3,000.00
Yrly Tax:	\$32.4 for 2017

NEIGHBORHOOD ANALYSIS

The term neighborhood is defined in "The Appraisal of Real Estate" 11th Ed. at page 189 as *"a group of complementary land uses"*. The four basic factors which must be considered in analyzing a neighborhood or district, as in an area analysis are:

- (1) Physical and Locational Factors;
- (2) Economic and Financial Factors;
- (3) Political and Governmental Factors; and
- (4) Sociological Factors

Each of these factors is discussed briefly with conclusions as to their effect on the subject property.



Physical and Locational Factors

The subject property is located in the southern quadrant of Opelika approximately 1/2 mile south of downtown. The neighborhood boundaries for the subject are defined as: Geneva Street & South 10th Street (West); 2nd Avenue to the north (North); Interstate 85 (south); and, 6th Street and McCoy Avenue (east).

The neighborhood has good access characteristics. Martin Luther King/Columbus Parkway is a secondary east-west route for Opelika; Geneva Street/10th Street is a north-south route and Interstate 85 is easily accessed with interchanges at both Columbus Parkway and Geneva Street. Geneva Street/10th Street is a 2-lane paved asphalt street with concrete curb and sidewalks. Martin Luther King/Columbus Parkway is asphalt paved 4 lane at the subject interchange.

Surrounding Properties include:

South:	Single Family Residential
North:	Police Station
East:	vacant land
West:	vacant land

Economic and Financial Factors

The neighborhood is a mixture of commercial, residential and service uses. The majority of the residential uses are located in the center of the neighborhood boundaries with the commercial and services uses being predominantly on the main traffic roads. Most of the commercial and services uses are second and third generation users. The Industrial Park located 1 mile south of the subject property on Marvyn Parkway and Williamson Avenue was once home to several larger thriving industries but these have closed over time and with the new Northeast Industrial Park attracting the new industries this area has continued to decline in popularity. The neighborhood is considered to be in the declining stage of the age/life cycle.

Political and Governmental Factors

Property along the major roads is primarily zoned C-2 or C-3 (Commercial) with the interior properties zoned for residential use. The Gateway Corridor was put in place to enhance any redevelopment within the area putting restrictions on exterior finishes and landscaping. All public utilities are available to the area.

Sociological Factors

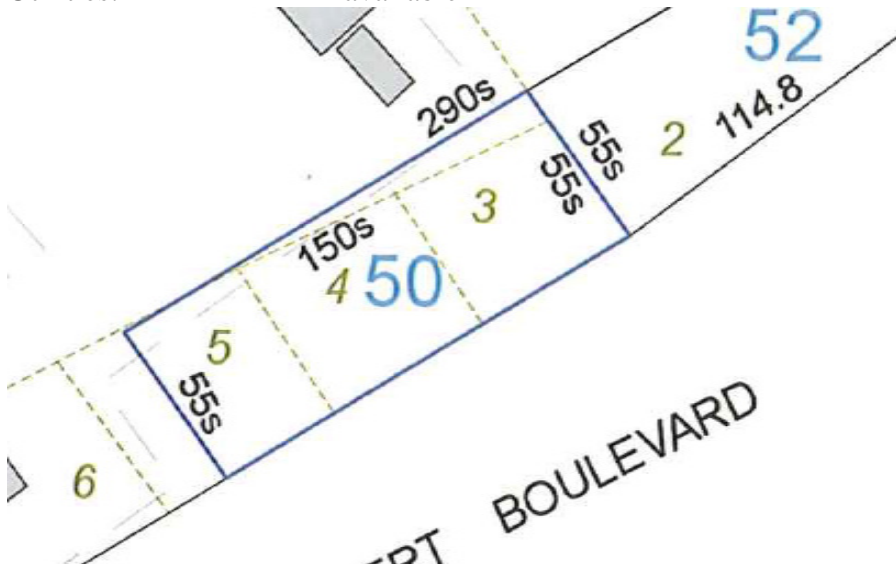
The subject neighborhood is well located and is accessible to all support services.

Conclusions

The subject neighborhood is well located in regards to downtown and is very accessible. As previously stated, the immediate area has seen a decline in traffic and growth due to the closure of several industrial properties to the south of the subject. The subject neighborhood is considered to have moderate growth of 2nd and 3rd generation users and will see nominal appreciation into the foreseeable future.

The subject property is located in the southern portion Opelika. More specifically the subject is located on the northern margin of Martin Luther King Boulevard approximately 114 feet west of the intersection of Martin Luther King and South 10th Street. The subject site has the following characteristics.

Utilities: All available



HIGHEST AND BEST USE

Highest and Best Use is defined in the Dictionary of Real Estate Appraisal, 3rd edition, page 171, as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissible, physical possibility, financial feasibility and maximum profitability.”

Based on this definition, consideration must be given to both the subject land site as if vacant, and the total property as improved.

Highest & Best Use – As if Vacant

Physically Possible – The subject’s land size of 0.19 acres, or 8,250 square feet has all utilities available and adequate topography and frontage. The subject land size limits the development potential of the subject site. Also, the site has an average depth of 55 feet which would limit if not prohibit development of the site with any type of structure.

Legally Permissible – The subject is currently zoned C-2, office/retail district. This zoning allows for uses typical of office and retail with higher density residential, restaurants and other highway type commercial uses being a conditional use under the current zoning. The current zoning requires setbacks of 40’ front and 20’ rear and side yard. The subject site could not be built on based on current setback requirements without a variance.

Financially Feasible – One of the best indications of financially feasible is surrounding land uses and land development patterns within the area and of similar locations. The subject is located on a secondary traffic artery with good visibility and access. Surrounding land uses include a mixture of residential, commercial and institutional uses. Considering the subject location and surrounding land uses the highest and best use of commercial (office/retail) appears most feasible.

Maximally Productive – The maximally productive, and highest and best use of the subject site, as if vacant, considering the physical limitations of the site would be to assemble the subject property with an adjoining property.

THE APPRAISAL PROCESS

The appraisal process is a procedure for estimating the market value of real property. This process involves gathering all pertinent information available from the market which may influence the value of the subject property. This data is then utilized in forming an estimate of value based upon the three generally accepted approaches to value. These three approaches are the Cost Approach, Income Approach, and the Direct Sales Comparison Approach.

COST APPROACH

The Cost Approach is defined as that approach in appraisal analysis which is based upon the proposition that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is assumed that the potential purchaser considers producing a substitute property with the same utility as the property being appraised. This analysis involves the cost to buyer of producing an exact replica of the subject property, in the same location and condition as the subject property, as of the effective date of the appraisal.

The application of the Cost Approach involves the following steps:

1. Estimating value of the site as if vacant and available to be put to its highest and best use.
2. Estimating the reproduction/replacement cost new of the improvements.
3. Estimating all elements of accrued depreciation.
4. Subtracting the total accrued depreciation from the reproduction cost new of the improvements (resulting in an estimate of the present worth of the improvements).
5. Adding the present worth of all the improvements (including site improvements) to the estimated site value.
6. Rounding the figure to an appropriate indication of value.

The major limitation of the Cost Approach is the reliance upon an estimation of accrued depreciation. Generally, the older the property the higher the estimate of accrued depreciation, the less reliable becomes the value indication of this approach. This is particularly critical in the valuation of older properties that normally incur greater amounts of depreciation. The Cost Approach is particularly appropriate when the property being appraised involves relatively new improvements which represent the highest and best use of the site or when the improvements are relatively unique or specialized and there is limited or a total lack of comparable properties which have sold recently.

INCOME APPROACH ANALYSIS

The Income Analysis is defined as that procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. Anticipated future income and/or reversions are discounted to a present-worth figure through the capitalization process.

This analysis requires an estimate of market rents based upon comparable rent of leased properties. This rental estimate is a gross amount and all expenses to real estate are deducted. These expenses include vacancy and rent loss which, when subtracted from the gross income, produces the effective gross income. Other expenses include real estate taxes, management cost, insurance cost, and maintenance expense. If applicable, a reduction would be made for services and utilities. All expense estimates are obtained from the market by comparison to similar structures.

After all expenses have been subtracted from the gross income, the resulting figure is the net operating income, which will be capitalized into value. The capitalization rate is derived from actual sales that have occurred in the market place. The sales are analyzed in order to estimate the net operating income of the property. After net operating income is estimated, it is divided by the sales price to provide an indication of the overall capitalization rate. Capitalization rates can also be built up from the market factors considered most applicable to income producing properties. After the net operating income and the capitalization rate are estimated, the net income is then capitalized into a value indication by the applicable capitalization technique.

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach is defined as that approach in an appraisal analysis which is based upon the proposition that an informed purchaser would pay no more for the property than the cost of acquiring an existing property with the same utility. Presumably, the potential purchaser considers the alternatives that are available to him and then makes a rational decision based upon the information he has about those alternatives that are available and makes a rational decision based upon the information he has about those alternatives.

The application of the Direct Sales Comparison Approach involves selecting a number of competitive properties which have recently sold on the market. The information derived from this section is analyzed through an adjustment process which develops indications of what the competitive properties would have sold for if they possessed all the important characteristics of the subject property. These indications fall into a pattern surrounding one figure which, when appropriately rounded, is an indication of the market value of the subject property as of the date of the appraisal.

The reliability of this approach is dependent upon the availability and verification of the comparable sales data. The degree of comparability between the competitive properties and the subject, and the absence of non-typical conditions affecting the sales price of those properties are also important items that are considered. Therefore, this approach is particularly applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources.

RECONCILIATION ANALYSIS

The reconciliation analysis is an evaluation process where the appraiser carefully evaluates value indications from each of the three approaches. The reliability of each approach to the present appraisal problem is examined and weight is given to the accuracy, reliability, quantity of data available for use in each approach, and the approach in which the market participant typically has the greatest confidence.

LAND VALUE – DIRECT COMPARISON

To estimate value for the subject site, as if vacant, a comparison is made between the subject property and recent sales of similar sites from within the subject's competitive market area. Sales considered include:

Sale 1



Transaction

ID:	S/E Corner McCoy Street & Geneva Ave	Date:	02/05/2015
Address:	S/E Corner McCoy Street & Geneva Ave	Price:	\$100,000
City:	Opelika	Price Per Acre:	\$70,922
County:	Lee	Price SqFt:	\$1.63
State:	Alabama	Financing:	Cash to seller
Grantor:	Sharon Black	Property Rights:	Fee Simple
Grantee:	Wilsford Properties, Inc.	Condition of Sale:	Arms Length
		Verification:	Public Records
			Lee Hanvey, John Rice Realty
Deed Book/Page:	2453/219	Days on Market:	493 DOM

Site

Acres:	1.41 acres	61,420 SF	Topography:	Level
Road Frontage:	195 FF, Geneva Street		Zoning:	C-2, GC-2
View:	Average		Land Use:	Commercial
Shape:	Irregular		Easement:	None known
Utilities:	All Public		Environmental:	None known

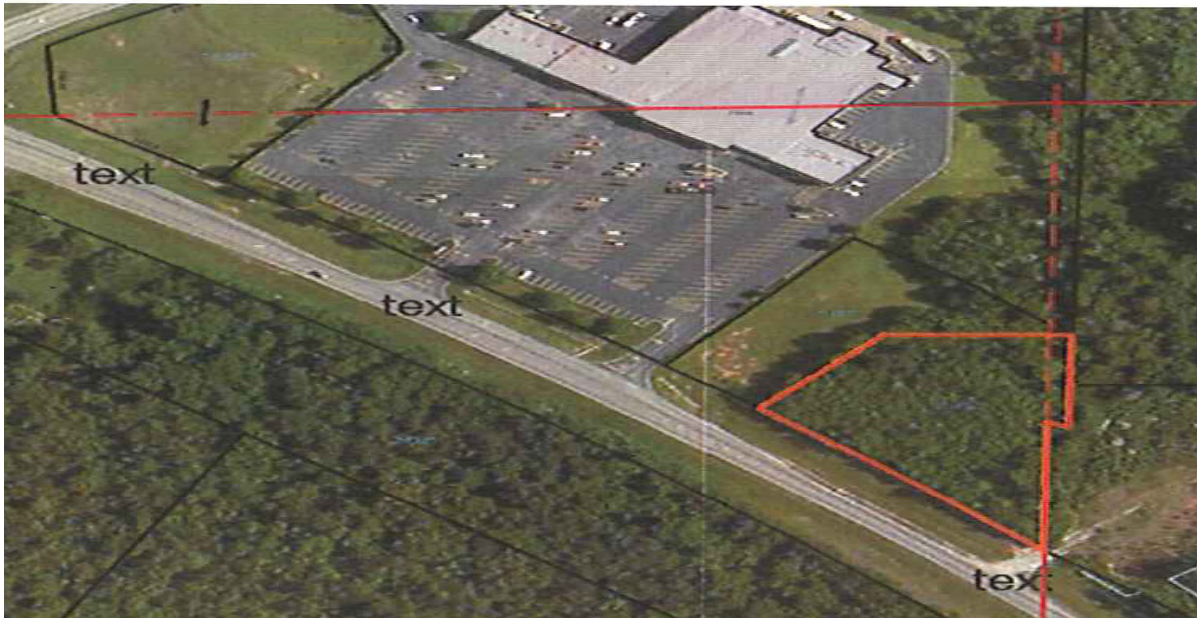
Additional Information

Improvements:	SFR. No contributory value	Accessibility:	Average
Property Type:	Commercial	Tax ID:	43-10-04-18-4-000-025.000 & 026.002 & 026.003 & 024.004
Visibility:	Average	Current Use:	Undeveloped land

Comments

Assemblage of 4 parcels

Sale 2

**Transaction**

ID:	N/S Fox Run Parkway	Date:	07/31/2014
Address:	N/S Fox Run Parkway	Price:	\$90,000
City:	Opelika	Price Per Acre:	\$52,508
County:	Lee	Financing:	Cash to seller
State:	Alabama	Property Rights:	Fee Simple
Grantor:	Sheperd/Floyd et als	Condition of Sale:	Arms Length
Grantee:	James O & Kumsuk Hampton	Verification:	Public Records
			Janet Hill, Century 21
Deed Book/Page:	2441/251	Days on Market:	604 DOM

Site

Acres:	1.714 acres	74,662 SF	Topography:	Sloping/wooded
Road Frontage:	390/FF Fox Run Parkway		Zoning:	C-3
View:	Average		Land Use:	Commercial
Shape:	Irregular		Easement:	None known
Utilities:	All Public		Environmental:	None known

Additional Information

Improvements:	None	Accessibility:	Average
Property Type:	Commercial	Tax ID:	43-10-03-05-3-000-002.002
Visibility:	Average	Current Use:	Undeveloped land

Comments

Vacant parcel in adequate commercial location. Purchased for future commercial development

Attachment: pridgen appraisal city of opelika (090-18 : Authorize Purchase of Real Property, Pridgen)

Sale 3



Transaction			
ID:	N/E Corner of 1 st Avenue & N 22 nd St	Date:	3/11/2015
Address:	N/E Corner of 1 st Avenue & N 22 nd St	Price:	\$300,000
City:	Opelika	Price Per Acre:	\$83,333
County:	Lee	Financing:	Cash to seller
State:	Alabama	Property Rights:	Fee Simple
Grantor:	Saucier Investments LLC	Condition of Sale:	Arms Length
Grantee:	Jesse Russell Nix	Verification:	Public Records
			Closing Statement
Deed Book/Page:	2453/770	Days on Market:	2 years
Site			
Acres:	3.6 acres	Topography:	Level
Road Frontage:	750 FF 1 st Avenue 400 FF 22 nd Street	Zoning:	C-2, G-C2
View:	Average	Land Use:	Commercial
Shape:	Irregular	Easement:	None known
Utilities:	All Public	Environmental:	None known
Additional Information			
Improvements:	None	Accessibility:	Average
Property Type:	Commercial	Tax ID:	Part of 43-09-06-14-4-000-069.000
Visibility:	Average	Current Use:	Undeveloped land
Comments			
Purchaser plans on building a commercial building and utilizing it as a produce sales location.			

Attachment: pridgen appraisal city of opelika (090-18 : Authorize Purchase of Real Property, Pridgen)

Comparable Sales Grid

	Subject	Sale 1	Sale 2	Sale 3
Location	MLK Boulevard	McCoy Street & Genenva St	Fox Run Parkway	First Avenue & N 22 nd Street
Sale Price	N/A	\$100,000	\$90,000	\$300,000
Price/Acre	N/A	\$70,992	\$52,508	\$83,333
Sq Ft		\$1.63	\$1.21	\$1.91
Sold Date		2/15/2015	7/31/2014	3/11/2015
Time Adj	-0-	-0-	-0-	-0-
Adj Price				
Sales Price	N/A	\$100,000	\$90,000	\$300,000
Price Sqft	N/A	\$1.63	\$1.21	\$1.91
Condition of Sale	N/A	Arms Length	Arms Length	Arms Length
Location	Adequate	Adequate	Inferior +25%	Similar
Zoning	C-2	C-2	C-3	C-2
Topography	Adequate	Adequate	Adequate	Adequate
Utilities	All	All	All	All
Acres	0.19 Ac	1.41 Ac	1.714 Ac	3.6 Ac
Sq Ft	8,250 Sf	61,420 Sf	74,662 Sf	156,816 sf
Total Adjustments	-0-		+25%	-0-
Adjusted Price Per SqFt	N/A	\$1.63	\$1.51	\$1.91

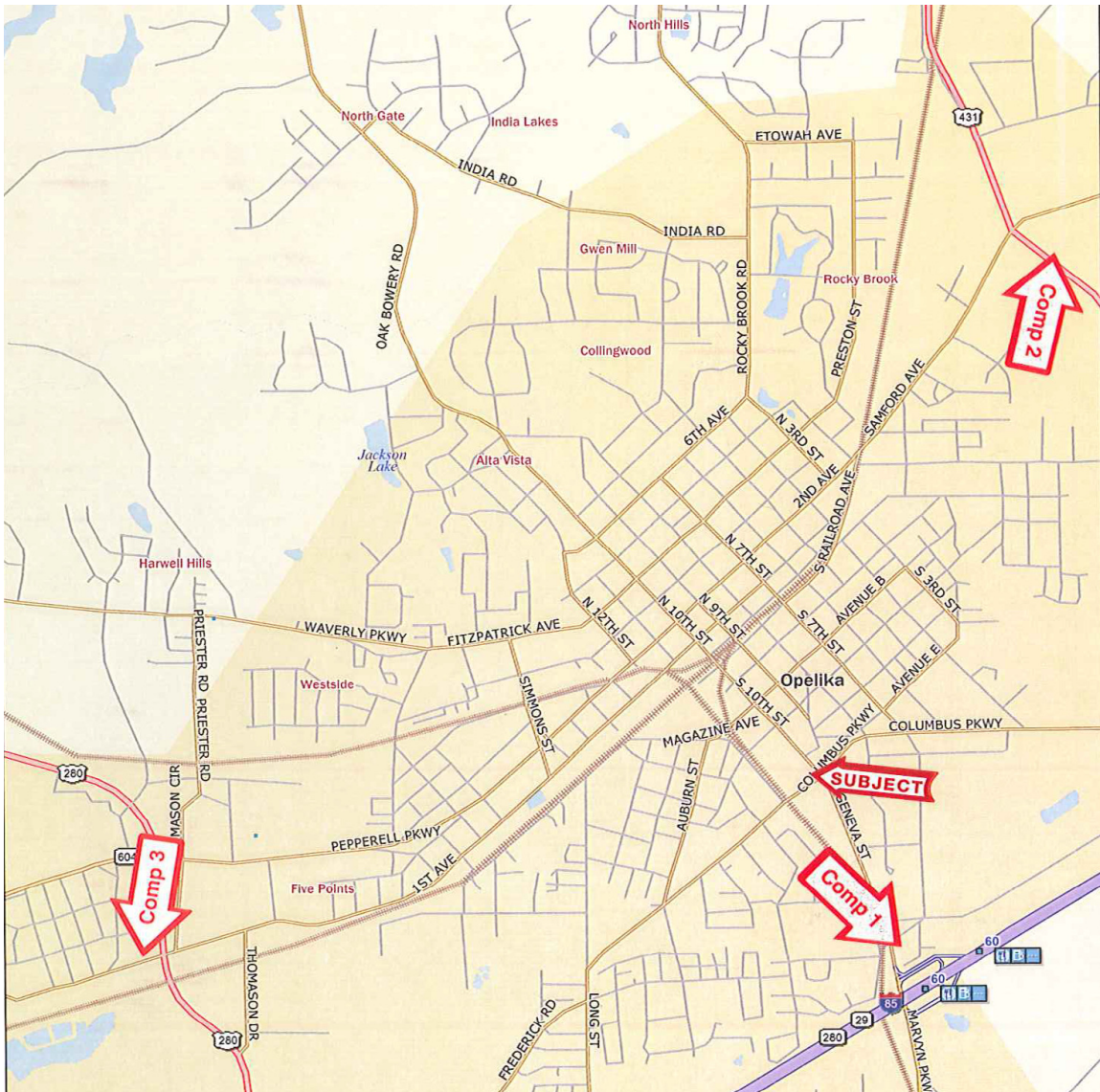
The adjusted sales include the three most recent sales within the subject market. The sales are adjusted for location and size. After adjustments the sales range from \$1.63 to \$1.91 per square foot. Comparable sale #1 is located in closest proximity to the subject and is given greatest consideration.

Since the highest & best use of the subject is considered to be an assemblage with adjoining property, no size adjustment was made in the analysis. The adjoining property is a 4 acre parcel.

8,250 square feet @ \$1.65 per square foot = \$13,613

Rounded = \$14,000.

COMPARABLE SALES LOCATION MAP



Attachment: pridgen appraisal city of opellka (090-18 : Authorize Purchase of Real Property, Pridgen)

RECONCILIATION AND FINAL VALUE ESTIMATE

Cost ApproachN/A

Income ApproachN/A

Sales Comparison Approach.....\$14,000.

This approach is based on recent sales of similar use properties. Sales are analyzed on the basis of price per square foot.

Attachment: pridgen appraisal city of opelika (090-18 : Authorize Purchase of Real Property, Pridgen)

CERTIFICATION

I certify that, to the best of our knowledge and belief.....

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of stipulated results, or the occurrence of a subsequent event.
5. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.
6. The use of this report is subject to the requirements of the Appraisal Foundation and the Alabama Real Estate Appraisers Board relating to review by its duly authorized representatives.
7. This assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned State Certified General Real Property Appraiser has met the requirements of the board that allow this report to be regarded as a "certified appraisal".
8. I have made an inspection of the property that is the subject of this report.
9. No one provided significant professional assistance to the person signing this report.
10. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. I have not appraised the subject property or performed any services involving the subject property within the past 3 years.
12. Based on the analyses presented in this report, We are of the opinion that the market value of the fee simple interest in the subject property, as of March 8, 2018, of: \$14,000.



William H. Brown
AL Cert. #G00056

ASSUMPTIONS AND LIMITING CONDITIONS

1. COPIES, PUBLICATIONS, DISTRIBUTION, USE OF REPORT:

Possession of this report or any copy thereof does not carry with the right of publication, nor may it be used for other than its intended use. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of the appraiser, and then only in its entirety.

Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales, or other media, without the written consent and approval of the appraiser.

2. CONFIDENTIALITY:

The appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Board as they may request in confidence for ethics enforcement, or by a court of law or a body with the power of subpoena.

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis are set forth in the report and were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made.

3. INFORMATION USED:

No responsibility is assumed for accuracy of information furnished by or from others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit; all are considered appropriate for inclusion to the best of our factual judgement and knowledge.

4. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICES

The contract for appraisal, consultation or analytical service, are fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangements and at additional fee.

5. EXHIBITS

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property other than actual status, as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

6. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL NATURE HIDDEN COMPONENTS, SOIL.

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee or as derived by the appraiser.

The appraiser has inspected as far as possible, by observation, the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm, however, subsidence in the area is unknown. The appraiser does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgement is made as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment.

7. RELATING TO THE AMERICAN WITH DISABILITIES ACT

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since there is no direct evidence relating to this issue, possible non-compliance with the requirements of ADA in estimating the value of the property has not been considered.

LEGALITY OF USE

8. The appraisal is based on the premise that, there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless stated within the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

9. COMPONENT VALUE

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10. AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent study or analysis or previous study or analysis subsequently becoming known to him.

11. DOLLAR VALUE

The market value estimated, and the cost used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

12. INCLUSION

Furnishings and equipment of business operations except as specifically indicated and typically considered as part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated.

13. PROPOSED IMPROVEMENTS, CONDITIONED VALUE

Improvements proposed, if any, on or off-site, as well as any repairs required are considered, for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraiser. In cases of proposed construction, the appraisal is made subject to change upon inspection of the property after construction is completed. This estimate of value is as of the date shown, as proposed, as if completed and operating at levels shown or projected.

14. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES

The estimated market value is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and related attractiveness of the property physically and economically in the marketplace. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

In cases of appraisals involving capitalization of income benefits, the estimate of market value is a reflection of such benefits and appraiser's interpretation of income and yields and other factors derived from general and specific market information. Such estimates are as of the date of estimate of value; they are thus subject to change if the market is naturally dynamic.

15. MANAGEMENT

It is assumed that the property which is the subject of this report is under prudent and competent ownership and management; neither inefficient nor super efficient.

16. FEE

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report.

17. HAZARDOUS MATERIALS

Unless otherwise stated in this report, the appraiser signing this report has no knowledge concerning the presence or absence of urea-formaldehyde foam insulation or asbestos containing materials in existing improvements; if such materials are present the value of the property may be adversely affected and reappraisal at additional cost necessary to estimate the effects of such material.

18.

Unless otherwise noted within the attached report, there are no items of FF&E included in the reported value. Any equipment included with the property in the value are only those items that are considered as an integral part of the realty, even though technically they could be legally considered as personalty.

ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS.

QUALIFICATIONS

William H. Brown
615 6th Avenue
Opelika, Alabama 36801

EDUCATION

Opelika High School, 1980
Auburn University, B.S. Business Administration

Successfully completed the following courses and examinations sponsored by the Appraisal Institute.

1. Real Estate Appraisal Principles
2. Basic Valuation Procedures
3. Residential Valuation
4. Standards of Professional Practice,
5. Capitalization Theory & Technique, Part A
6. Capitalization Theory & Technique, Part B
7. Standards of Professional Practice, Part B

PRESENT POSITION AND RELATED WORK

President of the Brown Agency, Inc. Opelika, Alabama from 1983 to present. The Brown Agency, Inc. is a real estate company involved in appraisals, commercial sales, and property management. State Certified General Real Property Appraiser #G00056

APPRAISAL AND RELATED WORK

Served as expert witness in Lee County Probate and Circuit Courts, and also served as a Probate and Condemnation Commissioner for the Lee County Probate Courts. Also, has previously been approved by the State of Alabama Real Estate Appraisal Board as an instructor of USPAP and Foundations of Real Estate and have taught through the Auburn University Continuing Education Program. Also, active engagement in the appraisal of real properties for various Banks, Attorneys and Lending Institutions. Also, engagement in estate and property management for various clients and in conjunction with Trust Departments of several Alabama and Georgia Banks. Also, active engagement in the sales of residential, commercial, industrial and farmland properties.

List of Some Past and Present Appraisal Clients

Compass Bank, Birmingham, Alabama
 Compass Bank, Auburn, Alabama
 Regions Bank, Auburn, Alabama
 First American Bank, Opelika, Alabama
 BancorpSouth, Opelika, Alabama
 AuburnBank, Auburn, Alabama
 BankTrust, Opelika, Alabama
 Auburn University
 City of Opelika
 City of Auburn
 West Point-Stevens
 Lee County Circuit Court
 State of Alabama Highway Department
 Melton, Gunter & Melton, Attorneys at Law
 Walker, Hill, et als, Attorney at Law
 Sanford, Denson, Horsley & Pettey, Attorneys at Law

And various individuals and estates in Lee County and surrounding areas.

List of Contacts

AUBURN BANK 100 North Gay Street Auburn, Alabama 36830	Mr. Terry Bishop Senior Vice President 334-821-9200
BancorpSouth 414 South 7 th Street Opelika, Alabama 36801	Mr. Robert Williams President 334-749-2041
TrustMark Bank 1431 Gateway Drive Opelika, Alabama 36801	Mr. Jimmy Hurst Regional President 334-745-4883
COMPASS BANK 101 South College Street Auburn, Alabama 36830	Mrs. Angie Shuman Senior Commercial Lender 334-887-1235

RESOLUTION NO. 091-18

Agreement for Consulting Services with Greg Leikvold.

RESOLUTION NO. _____

**RESOLUTION APPROVING CONSULTING AGREEMENT BETWEEN
THE CITY OF OPELIKA, ALABAMA AND GREG LEIKVOLD**

WHEREAS, the City of Opelika (the “City”) is in need of advice and assistance for workforce development; and

WHEREAS, Greg Leikvold (“Consultant”) has experience in workforce development; and

WHEREAS, the City desires to engage Consultant to prepare a workforce development program; and

WHEREAS, a proposed Consulting Agreement to be entered into between the City and Consultant has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Agreement between the City and Greg Leikvold, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be

conclusively evidenced by the execution and delivery of said Agreement.

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

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

4. That all compensation and expenses payable to Greg Leikvold, pursuant to the Agreement shall be paid from the Unassigned Fund Balance. Opelika City Schools has agreed to reimburse the City for one-half of the total compensation paid to the Consultant under this Agreement.

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

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2791)

Amend Grand National PUD Master Plan - 2Nd Reading

ORDINANCE NO. _____

ORDINANCE TO AMEND THE ZONING ORDINANCE AND
ZONING MAP OF THE CITY OF OPELIKA
(NATIONAL VILLAGE PUD)

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

Section 1. FINDINGS. The City Council has determined and hereby finds and declares that the following facts are true and correct:

- (a) The Employees’ Retirement System of Alabama and the Teacher’s Retirement System of Alabama (collectively “RSA”) heretofore submitted to the City a Development Plan for a planned unit development (“PUD”) entitled National Village consisting of approximately five hundred eighty-nine (589) acres.
- (b) Pursuant to Ordinance No. 129-06 the City Council approved said Development Plan for National Village and amended the official Zoning Map of the City to designate the zoning classification of Planned Unit Development (PUD) for approximately five hundred eighty-nine (589) acres located adjacent to the Grand National Golf facilities and the Lodge and Conference Center at Grand National.
- (c) In 2008, the City Council amended the PUD for National Village by adding approximately ninety-four (94) acres to the original PUD.
- (d) The entire development, with inclusion of said ninety-four (94) acres, consists in the aggregate of six hundred and eighty-three (683) acres.

(e) RSA has heretofore submitted to the City a proposed amended Development Plan for National Village which plan will add nineteen (19) courtyard homes within a 7.32-acre parcel located in Village 6 of the Master Plan, or more commonly referred to as the “Town Center”.

(f) The proposed amendment will increase the density in Village 6 from 2.00 units per acre to 3.27 units per acre.

(g) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.

(h) The Planning Commission recommended approval of the amended Development Plan for National Village PUD.

(i) It is advisable and in the interest of the City and the public interest that the amended Development Plan be approved.

Section 2. APPROVAL OF AMENDED DEVELOPMENT PLAN. The amended Development Plan as submitted for review is hereby approved and confirmed as required by Section 8.1 8(n) of the Zoning Ordinance of the City.

Section 3. RETENTION OF COPIES OF THE DEVELOPMENT PLAN. Copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 4. REPEALER. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 6. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2793)

Amend Zoning Ord & Map, Foxchase at Emerald Lake, R-1 to R-2 - 2Nd Reading

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

Section 1. That Ordinance 124-91 entitled "Zoning Ordinance City of Opelika, Alabama", adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by zoning or districting the parcel of land hereinafter in this section described, to a R-2 District (Low-Density Residential District):

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.

The above-described property will be developed as Phase IV of Fox Chase on Emerald Lake Subdivision. The above-described property lies generally south and west of Lee Road 621 and east of Pebble Shore Drive.

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

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

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

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

ATTEST:

CITY CLERK

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

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