OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
June 5, 2018
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

Mr. Shuman called the roll. Ms. Jones was absent and the four other council members were present.

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

3. Invocation

Mark Gatlin provided the invocation.

    1. Mark Gatlin, Assistant Coordinator, Prayer Force United.

4. Pledge of Allegiance

James and Cole Middleton was not able to attend. Gabriel Boone, Drew Hess and Andrew Mills lead the Pledge of Allegiance.

    1. Boy Scouts James Middleton, Cole MIddleton, Gabriel Boone and Drew Hess from Troop 858.

5. Reading of Minutes
    1. Minutes from the 5-15-18 city council meeting.

The minutes for the 5-15-18 city council meeting was approved as prepared.

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

6. Unfinished Business

7. Remarks By the Mayor
    1. Recognize the Police Officer of the Quarter - Jared Greer.

Mayor Fuller recognized Police Officer Jared Greer as the police officer of the quarter and presented him with a performance award.

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 for a temporary street closure on October 27, 2018.

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

2. AU Tiger Town Hospitality Group LLC Dba LaQuinta Opelika Request AB Special Retail - More Than 30 Days

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

3. Public Hearing - Weed Abatement Assessment-12 East Johnson Ave

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing - Weed Abatement Assessment - 1201 Elliot Avenue

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing - Weed Abatement Assessment - 1733 1St Avenue

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing, project agreement with Plainsmen Developments.

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing, project agreement with Broadview Properties Family Partnership.

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 109-18 Pickleball Facility - P&R

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

2. Bids 110-18 5TH Avenue/North 4TH Street Drainage Improvement-ENG

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

3. Bids 111-18 Northpark Drive/Andrews Road Traffic Signal Installation-ENG

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

13. Resolutions

1. Resolution 112-18 Expense reports from various departments.

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

2. Resolution 113-18 Designate City Personal Property Surplus and Authorize Disposal

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

3. Resolution 114-18 Purchase - Framed Supported Membrane Structure/Covered Pickleball Pavilion - NJPA - P&R

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

4. Resolution 115-18 Purchase of Real Property from Pridgen.

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

5. Resolution 116-18 Weed Abatement Assessment - 12 East Johnson Ave

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

6. Resolution 117-18 Weed Abatement Assessment - 1201 Elliot Ave

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

7. Resolution 118-18 Weed Abatement Assessment - 1733 1St Avenue

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

8. Resolution 119-18 Project agreement, Plainsmen Developments Inc., Fox Chase on Emerald Lake.

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

9. Resolution 120-18 Project agreement, Broadview Properties Family Partneship, The Estates Phase II.

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

10. Resolution 121-18 Tax abatement agreement with Hyundai Motor Manufacturing Alabama.

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

11. Resolution 122-18 Request for Bicycle Time Trial Race on July 10Th.

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

    12. Resolution 123-18 Special appropriation to the Opelika School System for the HOSA program.

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

    13. Resolution 124-18 Agreement with Airbnb Inc.

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

14. Ordinances
    1. Ordinance 009-18-ORD Amend Zoning Ord & Map, 2700 Block Society Hill Road, R-1 to C-2 - 2nd Reading

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

15. Appointments

16. Adjourn

The City Council meeting minutes of June 5, 2018 are hereby adopted and approved this the 19th day of June, 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 7:24 pm.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 06/05/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2857

CM MINUTES (ID # 2857)

Minutes from the 5-15-18 city council meeting.

COMMENTS - Current Meeting:

The minutes for the 5-15-18 city council meeting was approved as prepared.

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

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
May 15, 2018
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

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

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

3. Invocation

Winchester Hagans from the First Presbyterian Church provide the invocation.

4. Pledge of Allegiance

The Pledge of Allegiance was lead by the OHS students listed below.

    1. Austin Crowley, Brighton Gregory, Aesha Patel and Sara Hollis Smith T - OHS Seniors.

5. Reading of Minutes
    1. Minutes from the 5-1-18 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 held up the sign for the Ward 2 Family Day at Bandy Park on May 26th and invited everyone to attend.

    1. City Financial Statements - April 2018.
    Mayor Fuller distributed copies of the April 2018 Financial Statements to the city council members.
    2. April 2018 Building Report
    Mayor Fuller called on Joey Motley, City Administrator, to present a summary of the April 2018 Building permit report.
    3. Present proclamation - Bike Month.
    No one was present to accept the Bike month proclamation.
    4. Recognize the AMEA / OPS scholarship winners.
    Mayor Fuller called the name of each AMEA - OPS scholarship winner so they could come up front and receive a certificate of recognition.
    5. Recognize the Kilgore scholarhsip winners.
    Mayor Fuller called the name of each Kilgore scholarship winner so they could come up front and receive a certificate of recognition.

8. Citizen Communications

(Limit comments to five minutes or less)

Debbie Wood stated she lives in the Valley and is running for State House of Representatives District 38 which covers a pretty large area. She stated she is a wife, mother, business owner and served on the County Commission. She also provided what her key issues and priorities will be if elected.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request from Prayer Force United, Walk on Sat. June 16Th.

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 from East Ala. Cycling Club, Time Trial on June 12Th.

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

3. Public Hearing, Weed Abatement Assessment, 201 Avenue C.

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing, Weed Abatement Assessment - 407 Hunter Street

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing, Weed Abatement Assessment - 1109 Magnolia St.

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing, New Cell Tower by Eco-Site.

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said cell tower. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing, Amend Zoning Ord & Map: 2700 Block Society Hill Road, R-1 to C-2

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 092-18 Tiger Town Roundabout and Improvement Project - ENG

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

13. Resolutions

1. Resolution 093-18 Expense Reports from Various Departments.

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

2. Resolution 094-18 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 095-18 Purchase - Christmas Decor - Sole Source - ADM

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

4. Resolution 096-18 Weed Abatement Assessment - 201 Avenue C

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

5. Resolution 097-18 Weed Abatement Assessment - 407 Hunter Street

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

6. Resolution 098-18 Weed Abatement Assessment - 1109 Magnolia St

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 099-18 Grant Application, Bullet Proof Vest for OPD.

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

8. Resolution 100-18 Authorize a SUP for a New Cell Tower by Eco-Site, Inc.

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 101-18 Americans with Disabilities Act ("ADA") Self-Evaluation and Transition Plan.

Attachment: CM 6-05-18, minutes from the 5-15-28 CM (2857 : Minutes from the 5-15-18 city council meeting.)

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

10. Resolution 102-18 Authorize Expenditure of Public Funds, Employee Mandatory Training.

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

11. Resolution 103-18 Amend Waiver of Permit Fees for Habitat for Humanity

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

12. Resolution 104-18 Special Appropriation - Budget Adjustment, Ward 2 Discretionary to P&R.

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

13. Resolution 105-18 Authorize Intern Position at the Lewis Cooper Memorial Library.

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

14. Resolution 106-18 Amendment to Lease Agreement with Central of Georgia Railroad.

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

15. Resolution 107-18 Special Appropriation to Child Care Resource Center / Dad's League.

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

16. Resolution 108-18 Expense Report - Gary Fuller.

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

14. Ordinances

1. Ordinance Amend Zoning Ord & Map, 2700 Block Society Hill Road, R-1 to C-2 - 1St Reading

This ordinance was introduced by Mr. Canon.

RESULT: **FIRST READING INTRODUCED**

15. Appointments

There was no appointments.

16. Adjourn

The City Council meeting minutes of May 15, 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.

President Smith asked the council members if the council meeting of July 3rd needed to be moved. The city council members agreed the July 3rd meeting did not need to be moved. Ms. Jones recognized Jamie Lowe who was sitting in the audience and congratulated him on being the only student in Alabama to win a $40,000 Brown scholarship.

The council meeting ended at 7:43pm.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 06/05/18 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2856

GENERAL BUSINESS (ID # 2856)

Request for a temporary street closure on October 27, 2018.

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

Shuman, Robert

From: haley wilder <wilder.haley@gmail.com>
Sent: Wednesday, May 23, 2018 10:52 AM
To: Shuman, Robert
Subject: Road block request

Dear Bob,

I hope this finds all well there - I spoke with Lisa Thrift yesterday about a request and she suggested I get in touch with you.

My mother and I are having my cousin's wedding here at the house, and are wondering if there is any possibility for a road block for N. 8th St between 2nd and 3rd Avenues, for 3 - 5pm on Saturday, October 27, 2018. What would be the best way to request and see if we can get approved by the city council? I am more than happy to do anything necessary.

Thank you very much for your time and, when it is at all convenient, please tell me the best way to proceed.

Haley

haley wilder
wilder.haley@gmail.com
334 740 4617 m

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 06/05/18 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Lillie Finley
Sponsors:
DOC ID: 2855

GENERAL BUSINESS (ID # 2855)

AU Tiger Town Hospitality Group LLC Dba LaQuinta Opelika Request AB Special Retail - More Than 30 Days

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/05/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2849

GENERAL BUSINESS (ID # 2849)

Public Hearing - Weed Abatement Assessment-12 East Johnson Ave

COMMENTS - Current Meeting:

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

WEED ABATEMENT INVOICE

Date: 05/24/2018

To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830

Property Address:
12 E Johnson Ave
Opelika Al. 36801
Parcel # 10-04-17-2-000-013.000

On April 19, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	132.58
Certified mail:	13.34
Misc.	
Total	145.32

Attachment: Weed Invoice 12 E Johnson Ave (2849 : Public Hearing - Weed Abatement Assessment-12 East Johnson Ave)

To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT
12 E Johnson Ave Tax parcel 43-10-04-17-2-000-013.000

===

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 12 E Johnson Ave Parcel No. 013.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $145.32.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 5th day of June, 2018

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

Dated this the 24th day of May, 2018.

Jerry Bush
Code Compliance

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/05/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2853

GENERAL BUSINESS (ID # 2853)

Public Hearing - Weed Abatement Assessment - 1201 Elliot Avenue

COMMENTS - Current Meeting:

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

WEED ABATEMENT INVOICE

Date: 05/24/2018

To: MTAG as CST for EBURY Fund #1
111 Coleman Blvd Suite 400
Mt. Pleasant, Sc. 29464

Property Address:
1201 Elliot Ave
Opelika Al. 36801
Parcel # 09-01-12-4-001-041.000

On April 13, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	217.60
Certified mail:	13.34
Misc.	
Total	230.94

To: **MTAG as CST for EBURY Fund #1**
111 Coleman Blvd Suite 400
Mt. Pleasant, Sc. 29464

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT
1201 Elliot Ave, Parcel 09-01-12-4-001-041.000

==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1201 Elliot Ave, Parcel No.041 .000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $230.94.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 5th day of June, 2018.

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

Dated this the 24th day of May, 2018.

____
Jerry Bush
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/05/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2851

GENERAL BUSINESS (ID # 2851)

Public Hearing - Weed Abatement Assessment - 1733 1St Avenue

COMMENTS - Current Meeting:

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.

WEED ABATEMENT INVOICE

Date: 05/24/2018

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1733 1st Ave
Opelika Al. 36801
Parcel # 09-06-13-2-000-073.000

On 04/19/2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	64.39
Certified mail:	13.34
Misc.	
Total	77.73

To: State of Alabama
PO Box 327210
Montgomery Al 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 1733 1st Ave, Parcel 09-06-13-2-000-073.000

==

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1733 1st Ave, Parcel No. 073.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $77.73.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 5th day of June, 2018.

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

Dated this the 24th day of May, 2018.

Jerry Bush
Code Compliance Officer

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

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/05/18 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:
DOC ID: 2846

GENERAL BUSINESS (ID # 2846)

Public Hearing, project agreement with Plainsmen Developments.

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

NOTICE is hereby given that the City Council (the "Council") of the City of Opelika, Alabama, (the "City") will meet in public session at 7:00 p.m. on Tuesday, June 5, 2018, in the City Council Chambers of the Municipal Building, 204 South 7th Street in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the following:

1. The authorization by the Council, pursuant to Amendment No. 642 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Project Development Agreement (the "Agreement") between the City and Plainsmen Developments, Inc., (the "Company") to be dated the date of delivery. The Company is an Alabama limited liability company.

2. Pursuant to the Agreement, the Company will agree to construct a residential development on approximately 160.69 acres of land located at the current terminus of Ski Spray Point in Foxchase on Emerald Lake Subdivision (the "Project Site"). The development will consist of a 74-lot subdivision for single family detached residences entitled "Foxchase on Emerald Lake Subdivision, Phase IV" (the "Subdivision"). The Company intends to develop the Subdivision in two phases. The "Project" will consist of the construction of (1) the sanitary sewer system of Foxchase on Emerald Lake Subdivision Phase IV; (2) the construction of a bridge which will cross over Chewacla Creek and will be located at the current terminus of Ski

Spray Point between Phase III and Phase IV of Foxchase on Emerald Lake Subdivision; (3) the completion of a new flood plain mapping study and (4) the construction of the streets and utility infrastructure within the first phase of the Project. The City will agree to provide up to $327,000 in cash incentives to facilitate the Project described above. The cash incentives are more particularly described in the Agreement.

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

4. The persons or entities to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value are Plainsmen Developments, Inc., and others who may benefit indirectly from the development of the Project.

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

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

7. Further information concerning the information of this notice can be obtained at the office of the City Clerk during normal business hours.

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

DATED this the ~~_________ day of May, 2018.~~

~~CITY CLERK OF THE CITY OF OPELIKA, ALABAMA~~

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

~~Please publish the foregoing Notice one (1) time in the May 29, 2018, issue of your paper.~~

~~CITY CLERK~~

COMMENTS - Current Meeting:

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 06/05/18 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:
DOC ID: 2847

GENERAL BUSINESS (ID # 2847)

Public Hearing, project agreement with Broadview Properties Family Partnership.

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

NOTICE is hereby given that the City Council (the "Council") of the City of Opelika, Alabama, (the "City") will meet in public session at 7:00 p.m. on Tuesday, June 5, 2018, in the City Council Chambers of the Municipal Building, 204 South 7th Street in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the following:

1. The authorization by the Council, pursuant to Amendment No. 642 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Project Development Agreement (the "Agreement") between the City and Broadview Properties Family Partnership (the "Company") to be dated the date of delivery. The Company is an Alabama limited partnership.

2. Pursuant to the Agreement, the Company will agree to construct a residential development on approximately 18 acres of land located at the north terminus point of Hampstead Lane (the "Project Site"). The development will consist of a 53-lot subdivision for single family detached residences entitled "The Estates, Phase II" (the "Subdivision"). The "Project" will consist of (1) the construction of a sanitary sewer pump station serving the Subdivision, and (2) the construction of all streets and public utility infrastructure within the Subdivision. The Company has agreed to construct a permanent pump station to accommodate the development of the Subdivision, and the City has agreed to pay the Company a proportionate share of the capital

cost of constructing the pump station. The Company will construct the pump station and transfer it to the City, and the City will own, operate and maintain the pump station. The City will agree to provide up to $74,087.50 in cash incentives to facilitate the Project described above. The cash incentive is more particularly described in the Agreement.

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

4. The persons or entities to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value are Broadview Properties Family Partnership., and others who may benefit indirectly from the development of the Project.

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

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

7. Further information concerning the information of this notice can be obtained at the office of the City Clerk during normal business hours.

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

DATED this the ____ day of May, 2018.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

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

Please publish the foregoing Notice one (1) time in the May 29, 2018, issue of your paper.

CITY CLERK

COMMENTS - Current Meeting:

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 109-18

Meeting: 06/05/18 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2860

Pickleball Facility - P&R

RESOLUTION NO. ____________

WHEREAS, the Purchasing Department opened sealed bids for a contract for the Pickleball Facility for the Parks and Recreation Department; and

WHEREAS, Lower Brothers Co., Inc. submitted the lowest bid meeting specifications; and

WHEREAS, funding for this contract will come from unassigned funds;

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

1. That the contract be awarded to Lower Brothers Co., Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Lower Brothers Co., Inc. in the amount of $161,000.00, which includes the cost of incorporating the Virgin Mix.

3. That the Controller be authorized to adjust the budget as necessary for this contract.

4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the ______ day of ________________, 2018.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

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

Council Meeting: 6/5/18

FACT SHEET

SUBJECT: Sealed Bid – Bid #18026 – We are asking the Council to approve a contract for the Pickleball Facility

FACTS:

- Bid opening date – 5/21/18
- User Department – Parks and Recreation
- The bid was mailed to 31 vendors
- 2 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Lower Brothers Co., Inc. on their low bid meeting specifications in the amount of $161,000.00, which includes the cost of incorporating the Virgin Mix.**

BID# 18026 DATE: 5/21/18 DEPT: PARKS & RECREATION **31 VENDORS INVITED**

DESCRIPTION: PICKLEBALL FACILITY **2 BIDS RECEIVED**

VENDOR	**TOTAL WITH VIRGIN MIX**	**TOTAL WITHOUT VIRGIN MIX**	**TERMS**	**DISCOUNT**
AL TENNIS INC				
AMERICAN TENNIS COURTS INC				
BATSON-COOK CO				
BEEHIVE CONSTRUCTION LLC				
CENTRAL REMOVAL & RESTORATION				
DIXIE PAINT CONTRACTORS INC				
EXQUISITE WORKS INC				
FLAGHOUSE INC				
FROMUTH TENNIS				
GERALD BROOKS CONSTRUCTION INC				
HARMON CONSTRUCTION CO INC				
HUDMON CONSTRUCTION CO INC				
J A DAWSON CO INC				
J A LETT CONSTRUCTION CO INC				
JORDAN QUALITY PAINTING AND PRESSURE WASHING				
LAKE MARTIN CRAFTERS				
LEWIS CHERRY GENERAL CONTR INC				
LOWER BROS CO INC	**$ 161,000.00**	**$ 157,000.00**	**--**	**--**
MEMPHIS NET & TWINE CO INC				
MMI OUTDOOR INC				
MORGAN CONSTRUCTORS LLC				
NORTH FLORIDA CONSTRUCTION INC				
PEMBERTON, KELLY				
PLAYSCAPES OF MS LLC				
PRECISION CONCRETE CUTTING				
TOMLIN CONSTRUCTION LLC				
TRI-STAR CONTRACTING INC				
TRI-STATE CONTRACTORS				
WALKER PAVING & ASPHALT MAINT				
WELCH TENNIS COURTS INC				
WHATLEY CONSTRUCTION CO				
McGrath Industries, LLC/Talbot Tennis	$ 215,824.00	$ 213,751.00	--	--

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 110-18

Meeting: 06/05/18 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2862

5TH Avenue/North 4TH Street Drainage Improvement-ENG

RESOLUTION NO. _____________

WHEREAS, the Purchasing Department opened sealed bids for a contract for 5TH Avenue/North 4th Street Drainage Improvement for the Engineering Department; and

WHEREAS, Piedmont Paving, Inc. submitted the low bid meeting specifications; and

WHEREAS, funding for the project will come from unassigned funds;

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

1. That the contract be awarded to Piedmont Paving, Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Piedmont Paving, Inc. in the amount of $249,612.00.

3. That the Controller be authorized to adjust the budget as necessary for this contract.

4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the ______ day of _________________, 2018.

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

ATTEST:

____
Robert G. Shuman, CMC

City Clerk - Treasurer

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

Council Meeting: 6/5/18

FACT SHEET

SUBJECT: Sealed Bid – Bid #18032 – We are asking the Council to approve a contract for 5th Avenue/North 4th Street Drainage Improvement

FACTS:

- Bid opening date – 5/29/18
- User Department – Engineering
- The bid was mailed to 8 vendors
- 3 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Piedmont Paving, Inc. on their low bid meeting specifications in the amount of $249,612.00.**

BID# 18032 DATE: 5/29/18 DEPT: ENGINEERING **8 VENDORS INVITED**

DESCRIPTION: 5TH AVENUE/NORTH 4TH STREET DRAINAGE IMPROVEMENT **3 BIDS RECEIVED**

VENDOR	TOTAL	ALT BID TOTAL	TERMS
ALEXANDER CONTRACTING CO INC			
D & J ENTERPRISES INC			
EAST AL PAVING CO INC			
JBAR CONSTRUCTION			
MIKE BENEFIELD CONSTRUCTION			
ROBINSON PAVING CO	$ 327,662.60	--	--
W S NEWELL AND SONS INC			
WARR GRADING			
Landmark Grading Inc	$ 360,499.00	--	--
Piedmont Paving Inc	**$ 249,612.00**	**--**	**--**

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 111-18

Meeting: 06/05/18 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2863

Northpark Drive/Andrews Road Traffic Signal Installation-ENG

RESOLUTION NO. _____________

WHEREAS, the Purchasing Department opened sealed bids for a contract for Northpark Drive/Andrews Road Traffic Signal Installation for the Engineering Department; and

WHEREAS, Stone & Sons Electrical Contractors, Inc. submitted the low bid meeting specifications; and

WHEREAS, funding for the project will come from unassigned funds;

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

1. That the contract be awarded to Stone & Sons Electrical Contractors, Inc. on their low bid meeting specifications.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stone & Sons Electrical Contractors, Inc. in the amount of $261,083.62.

3. That the Controller be authorized to adjust the budget as necessary for this contract.

4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the ______ day of ________________, 2018.

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

ATTEST:

____
Robert G. Shuman
City Clerk - Treasurer

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

Council Meeting: 6/5/18

FACT SHEET

SUBJECT: Sealed Bid – Bid #18031 – We are asking the Council to approve a contract for Northpark Drive/Andrews Road Traffic Signal Installation

FACTS:

- Bid opening date – 5/30/18
- User Department – Engineering
- The bid was mailed to 9 vendors
- 2 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Stone & Sons Electrical Contractors, Inc. on their low bid meeting specifications in the amount of $261,083.62.**

BID# 18031 DATE: 5/30/18 DEPT: ENGINEERING — **9 VENDORS INVITED**

DESCRIPTION: NORTHPARK DRIVE/ANDREWS ROAD TRAFFIC SIGNAL INSTALLATION — **2 BIDS RECEIVED**

VENDOR	TOTAL	ALT BID TOTAL	TERMS
AUBURN ELECTRICAL CONSTRUCTION CO INC			
CONSOLIDATED ELECTRICAL CONTRACTORS AND ENGINEERS INC			
FLOYD SERVICE CO INC	$ 280,630.00	--	--
PFM INC			
STONE ELECTRIC CO INC			
STONE & SONS ELECTRICAL CONTRACTORS INC	**$ 261,083.62**	**--**	**--**
TEMPLE ELECTRIC COMPANY INC			
TEMPLE INC			
TRAFFIC PARTS INC			

RESOLUTION NO. 112-18

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 employee(s) were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	$ Amount
Lisa Gallagher	P/R	442.06
Tommie Agee	P/R	284.00
Leigh Krehling	Community Rel.	155.32
Cindy Boyd	Accounting	103.19
Cindy Boyd	Accounting	169.42
Lori Huguley	Economic Dev.	458.40
Gary Fuller	Mayor	582.76

) 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(s) can be prepared covering the attached expense report(s).

5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED 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 - City Treasurer

EXPENSE REPORT

NAME Lisa Gallagher

DEPARTMENT Parks & Recreation

PERIOD ENDING 4/30/2018

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED	Memphis, TN					189.11						189.11
THU	Memphis, TN					2.72						2.72
FRI	Memphis, TN					191.83						191.83
SAT						58.40						58.40 ~~0.00~~
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	~~383.66~~ 442.06	0.00	0.00	0.00	0.00	0.00	442.06

WEEKLY TOTAL EXPENSES

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

Acct To PO
Fnd Verified DS
Funding Verified
Inv Price Qty Frt
Ok To Pay
A/C # Verified

NUMBER OF DAYS AWAY FROM HOME 3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Conference

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☑ MAIL TO

Lisa Gallagher
Sportsplex - Send to

Lisa Gallagher
SIGNATURE
for

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/25	347 mi. to Memphis	189.11
4/26	5 mi. hotel to conference center	2.72
4/27	352 mi. to conference center	191.83
	then back to Opelika	
	In town	58.40

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Attachment: CM 6-05-18, expense reports (112-18 : Expense reports from various departments)

EXPENSE REPORT

NAME
Tommie Agee

DEPARTMENT
Parks & Recreation

PERIOD ENDING
5/18/2018

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI	Trusville, AL /Birmingham, AL Golden Corral								284.00			284.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.00	0.00	0.00	284.00

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR $ ALLOCATED TO BUSINESS
5/18	State Tarck Team Participants & Staff	Birmingham, AL	Team Dinner	284.00	100%

NUMBER OF DAYS AWAY FROM HOME
2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
To represent the City of Opelka in the ARPA State Track & Field Meet. City Card was denied so I had to pay with my personal card.

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☐ MAIL: TO

Send to Sportsplex

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

[illegible] Verified
[illegible]ting Verified
[illegible] Price Verified
[illegible] Pay
[illegible] Verified
DS

Thomas L Agee
SIGNATURE

Sam Bailey
APPROVED BY

EXPENSE REPORT

NAME Leigh Krehling **DEPARTMENT** Community Relations **PERIOD ENDING** 23-May-18

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

DATE	DAY	CITY AND STATE	LODGING	TRANSPORTATION AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
	SUN												$ -
	MON	Opelika, Alabama to					$ 68.12						
		Marietta, GA											$ 68.12
	TUE	Around Marietta, GA					$ 19.08						
													$ 19.08
	WED	Marietta, GA to					$ 68.12						
		Opelika, Alabama											$ 68.12
	THU												$ -
	FRI												$ -
	SAT												$ -
WEEKLY CATEGORY TOTALS $			$ -	$ -	$ -	$ -	$ 155.32	$ -	$ -	$ -	$ -	$ -	$ 155.32

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS
			Agree To P.O.		
			Ext. Verified		
			Footing Verified		
			Inv. Price and P.O.		
			OK To Pay		
			G/L Verified		

NUMBER OR DAYS AWAY FROM HOME
3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
Digital Summit Conference

METHOD OF REIMBURSEMENT Check
MAIL TO:

Leigh Krehling
Community Relations Office

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
21-May	Opelika to Marietta -125 miles	$ 68.12
22-May	Around Marietta - 35 miles	$ 19.08
23-May	Marietta to Opelika 125 miles	$ 68.12

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

EXPENSE REPORT

NAME Cindy Boyd **DEPARTMENT** Accounting **PERIOD ENDING** 5/9/2018

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

				TRANSPORTATION				BUSINESS MEALS Itemize Below					
DATE	DAY	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
6-May	SUN	St. Louis, MO					$ 50.14					$ 2.91	$ 53.05
7-May	MON	St. Louis, MO											$ -
8-May	TUE	St. Louis, MO											$ -
9-May	WED	St. Louis, MO					$ 50.14						$ 50.14
	THU												$ -
	FRI												$ -
	SAT												$ -
WEEKLY CATEGORY TOTALS $			$ -	$ -	$ -	$ -	$ 100.28	$ -	$ -	$ -	$ -	$ 2.91	$ 103.19

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS

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

NUMBER OR DAYS AWAY FROM HOME
4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0

NATURE OR PURPOSE OF TRAVEL
GFOA Annual Conference

METHOD OF REIMBURSEMENT
MAIL TO:

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
6-May	Mileage to Airport 92 mi * .545	$ 50.14
9-May	Mileage to Airport 92 mi * .545	$ 50.14

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
6-May	Water	$ 2.91

Cynthia G Boyd
SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Cindy Boyd **DEPARTMENT** Accounting **PERIOD ENDING** 4/25/2018

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

				TRANSPORTATION				BUSINESS MEALS Itemize Below					
DATE	DAY	CITY AND STATE	LODGING	AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
21-Apr	SAT	Boston, MA				$ 20.00	$ 50.14		$ 13.34			$ 2.49	$ 85.97
22-Apr	SUN	Boston, MA						$ 7.70					$ 7.70
23-Apr	MON	Boston, MA					$ 50.14			$ 23.26		$ 2.35	$ 75.75
24-Apr	TUE	Boston, MA											$ -
25-Apr	WED	Boston, MA											$ -
	FRI												$ -
	SAT												$ -
	WEEKLY CATEGORY TOTALS $		$ -	$ -	$ -	$ 20.00	$ 100.28	$ 7.70	$ 13.34	$ 23.26	$ -	$ 4.84	$ 169.42

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS
			[illegible]		
			Exp Verified		
			[illegible]		
			[illegible]		
			[illegible]		
			A/C # Verified		

NUMBER OR DAYS AWAY FROM HOME
5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0

NATURE OR PURPOSE OF TRAVEL
Tyler-Munis Conference

METHOD OF REIMBURSEMENT
MAIL TO:

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
21-Apr	Mileage to Airport 92 mi * .545	$ 50.14
25-Apr	Mileage to Airport 92 mi * .545	$ 50.14

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
21-Apr	Water	$ 2.49
23-Apr	Soft drink	$ 2.35

Cindy Boyd $169.42

Cynthia M Boyd

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME	**DEPARTMENT**	**PERIOD ENDING**
Name Lori Huguley	Department Econ Dev	5/15/2018

			TRANSPORTATION				BUSINESS MEALS Itemize Below					
DAY	CITY AND STATE	LODGING	AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
14-May	Atlanta, GA		458.40									458.40
WEEKLY CATEGORY TOTALS $		0.00	458.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	458.40

WEEKLY TOTAL EXPENSES ⬆

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0 Days

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%

NATURE OR PURPOSE OF TRAVEL

Flight for ED trip to DC

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE ☑ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Agree To P.O.
Entry Verified
Footing Verified
Inv. Price to Price
Ck To Inv
A/C # Verified

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

Name Gary Fuller

DEPARTMENT

Department Mayor's Office 11050

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 5/20/18	Montgomery, AL	254.68					10.18					264.86
MON 5/21/18	Montgomery, AL	236.28					10.18					246.46
TUE												0.00
WED 2/9/18	Pd deposit Renaissance Hotel	-208.10										-208.10
THU												0.00
FRI												0.00
SAT 5/19/18	Montgomery, AL	251.82						27.72				279.54
WEEKLY CATEGORY TOTALS $		534.68	0.00	0.00	0.00	0.00	20.36	27.72	0.00	0.00	0.00	582.76

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME 3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%

NATURE OR PURPOSE OF TRAVEL
Alabama League of Municipalities convention

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Appr To P.O
[illegible] Matched
Pending V[illegible]
Inv. [illegible]
OK To Pay
A/C # Verified
DS

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☑ MAIL: TO

Gary Fuller
Mayor's office

SIGNATURE

APPROVED BY

Attachment: CM 6-05-18, expense report, Gary Fuller (112-18 : Expense reports from various

RESOLUTION NO. 113-18

Designate City Personal Property Surplus and Authorize Disposal

RESOLUTION NO. ________

WHEREAS, the City of Opelika, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the Municipal Governing body to dispose of unneeded personal property;

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

SECTION 1. That the following personal property owned by the City of Opelika, Alabama, is no longer needed for public or municipal purposes:

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	2010 Freightliner 3500 Ramer Scowbody	87002743

SECTION 2. That the Mayor is hereby authorized and directed to dispose of the personal property owned by the City of Opelika, Alabama, described in Section 1 above. If any such property has marketable value, the Mayor shall receive bids or quotations for such property and shall sell the same to the highest bidder. If the property has no marketable value, the Mayor may dispose of such property in the most economical and feasible manner available to him.

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. 114-18

Purchase - Framed Supported Membrane Structure/Covered Pickleball Pavilion - NJPA - P&R

RESOLUTION NO. ____________

WHEREAS, Opelika Parks and Recreation desires to purchase a framed supported membrane structure/covered pickleball pavilion utilizing the NJPA Cooperative Contract #030117-CSS; and

WHEREAS, ClearSpan Fabric Structures International is the Contract Vendor for the framed supported membrane structure; and

WHEREAS, funding will come from unassigned funds;

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

1. That the purchase be awarded to ClearSpan Fabric Structures International utilizing the NJPA Cooperative Contract #030117-CSS.

2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to ClearSpan Fabric Structures International in the amount of $349,747.00.

3. That the Controller be authorized to adjust the budget as necessary for this purchase.

4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the ______ day of ________________, 2018.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman

City Clerk - Treasurer

ClearSpan
fabric structures international

Corporate Offices 1395 John Fitch Blvd., South Windsor, CT 06074
Phone: 1.866.643.1010 • International Phone: 860.760.0046
Fax: 1.860.760.0210 • Website: www.clearspan.com

NJPA

Cust ID: 8790629

NJPA Contract #: 030117-CSS

Quote Number: 885713

QUOTE

Page: 1 of 2

Quote To:
SAM BAILEY
OPELIKA PARKS AND RECREATION
1001 ANDREWS RD
OPELIKA AL 36801-9691

Phone: 3347055561 Fax:
SBAILEY@OPELIKA-AL.GOV

Date: 5/30/2018
Expires: 6/8/2018
Truss Specialist: BRAD WILLIAMS
Fax: 860-760-0210
BWILLIAMS@CLEARSPAN.COM

Quote Total : **$349,747.00**

Line	Part	Description	Qty	Price	Total Price
1	100106	140W HK BY 210L TRUSS BLDG 15'OC CAT2 5/90	1.00	$178,308.00	$178,308.00
2	100106	140W END WALL PACKAGE FR	2.00	$17,100.00	$34,200.00
3	700001	STAMPED ENGINEERED DRAWING BUILDING	1.00	$2,000.00	$2,000.00
4	100106	HELICAL PILE FOUNDATION	1.00	$33,000.00	$33,000.00
5	700001	STAMPED ENGINEERED DRAWING HELICALS	1.00	$2,000.00	$2,000.00
6	700000	STANDARD WAGE HELICAL INSTALLATION	1.00	$9,000.00	$9,000.00

Cust ID: 8790629

NJPA Contract #: 030117-CSS

Quote Number: 885713

QUOTE

Line	Part	Description	Qty	Price	Total Price
7	700000	STANDARD WAGE BUILDING INSTALLATION	1.00	$81,627.00	$81,627.00

Line	Part	Description	Qty	Price	Total Price
8	100007	SALE OF FREIGHT	1.00	$9,612.00	$9,612.00

Proposal reflects NJPA Pricing. Only available through the purchasing CoOp. PO must state NJPA contract # t

RESOLUTION NO. 115-18

Purchase of Real Property from Pridgen.

RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED ON MARTIN LUTHER KING JR. BOULEVARD FROM W.S. PRIDGEN AND BRENDA D. PRIDGEN

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); 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.

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 Pridgen and Pridgen, for and in consideration of the sum of $15,000.00. 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 W.S. Pridgen and Brenda D. Pridgen, 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

W.S. PRIDGEN AND BRENDA D. PRIDGEN (“SELLERS”)

AND

THE CITY OF OPELIKA, ALABAMA (“PURCHASER”)

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

THIS AGREEMENT made and entered into this the ___ day of _____________, 2018 by and between **W.S. PRIDGEN and BRENDA D. PRIDGEN,** husband and wife, (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); 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.

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 $15,000.00, 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. **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.

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

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

10. **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.

11. **ENTIRE AGREESMENT.** 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.

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

13. **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.

____
W.S. PRIDGEN

____
BRENDA D. PRIDGEN

CITY OF OPELIKA, ALABAMA--
PURCHASER

By:______________________________________
ITS MAYOR

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

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.

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**

Attachment: pridgen appraisal city of opelika (115-18 : Purchase of Real Property, Pridgen)

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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 applicabl 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 being 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 under 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 presents 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

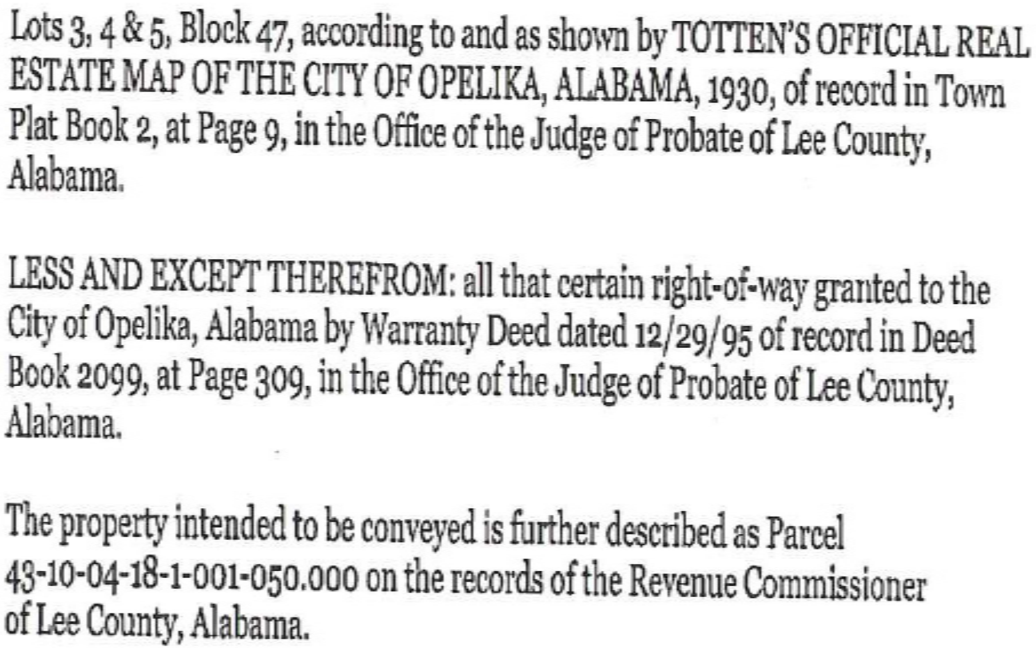
The value estimate predicated in this report is made effective as March 8, 2018, being the date of the most recent inspection of the subject property. The date of the report is made effective as of the date of the transmittal letter.

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.

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.

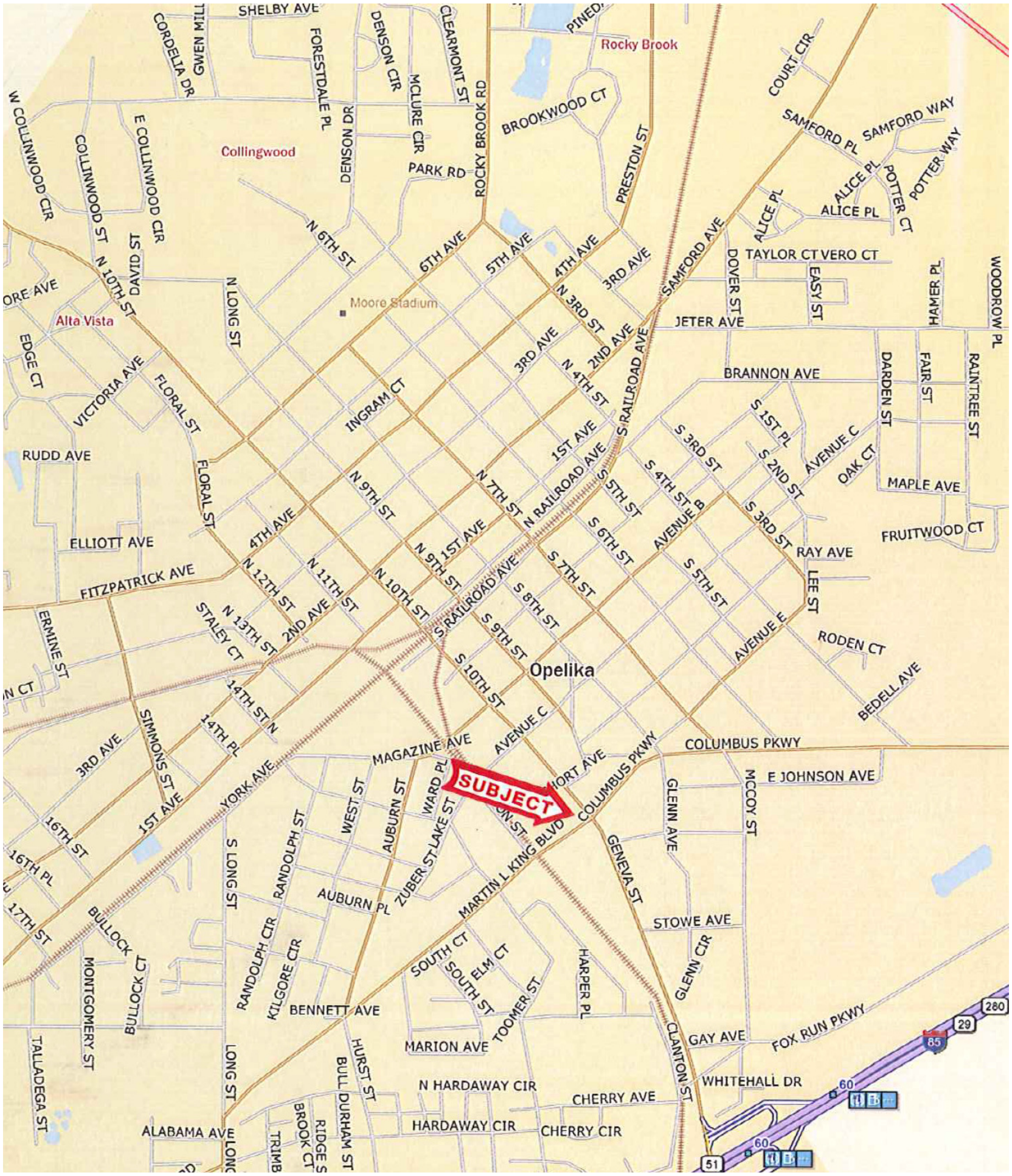
The GC-2 zoning has the following site requirements

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.

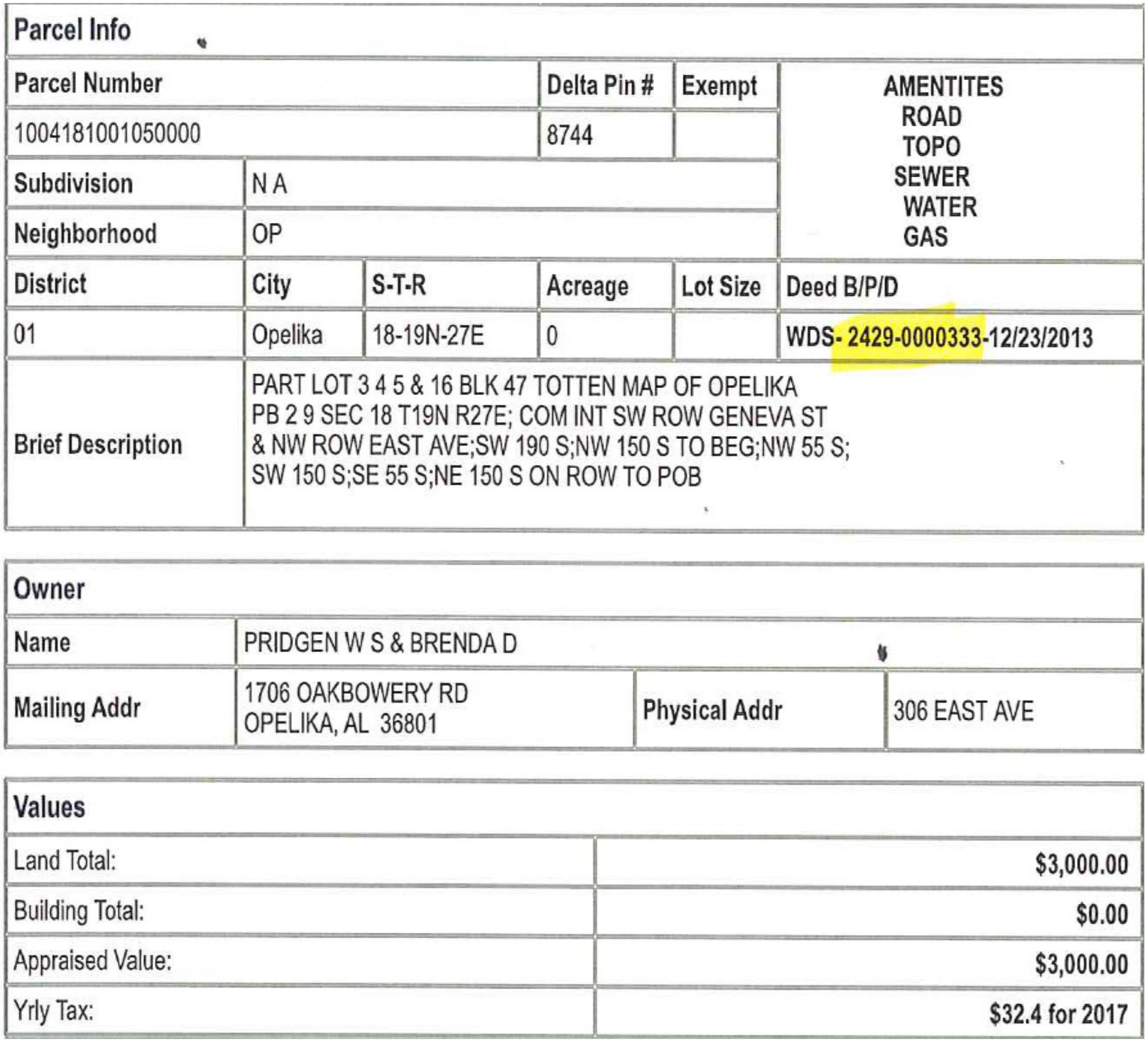


AD VALOREM TAX DATA

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#	Tax Appraised Value	Annual Taxes
43-10-04-18-1-001-050.000	$3,000	$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**

Attachment: pridgen appraisal city of opelika (115-18 : Purchase of Real Property, Pridgen)

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 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.

Size:	8,250 square feet, or 0.19 acres
Frontage:	150 feet on Martin Luther King Boulevard
Dimensions:	Front/Rear: 150’ Side: 55’
Shape:	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

Attachment: pridgen appraisal city of opelika (115-18 : Purchase of Real Property, Pridgen)

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 owernship 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.

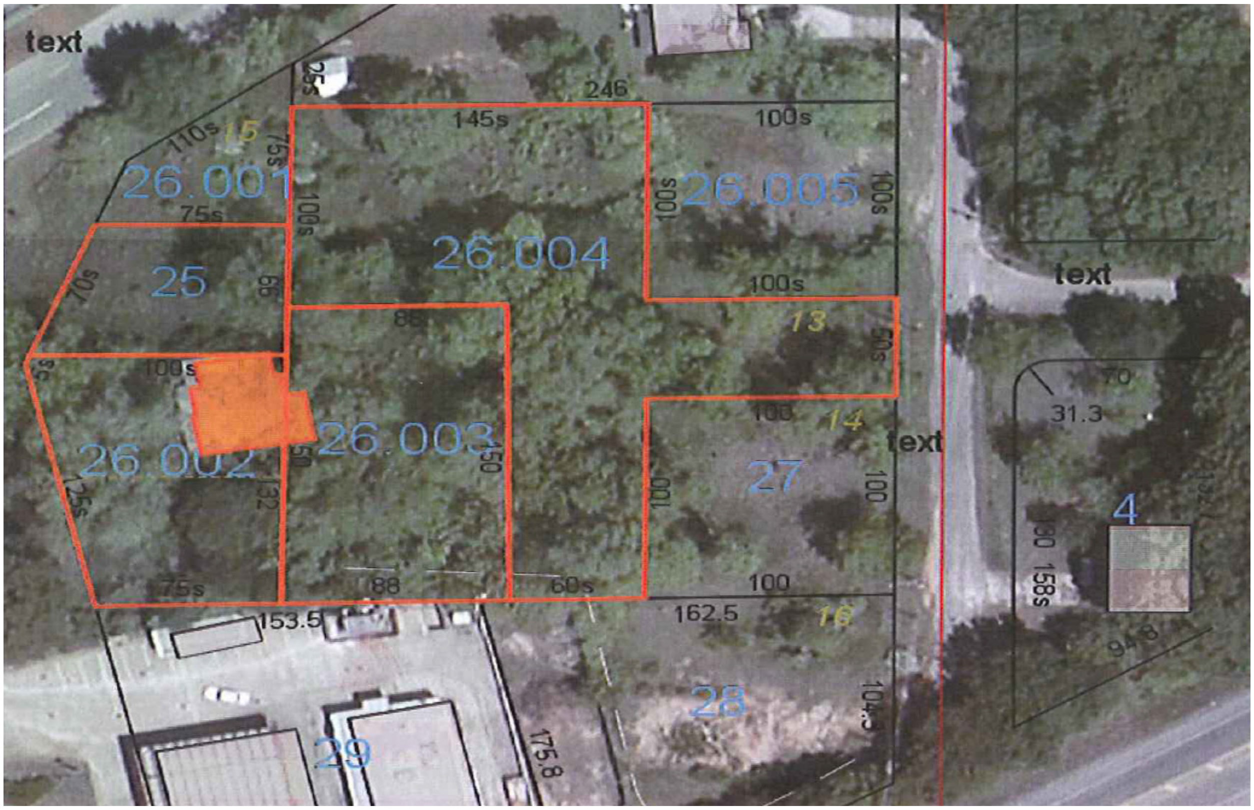
RECONCILIATION ANALYSIS

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**	**Price SqFt: $1.63**
County:	**Lee**	**Financing:**	**Cash to seller**	
State:	**Alabama**	**Property Rights:**	**Fee Simple**	
Grantor:	**Sharon Black**	**Condition of Sale:**	**Arms Length**	
Grantee:	**Wilsford Properties, Inc.**	**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**

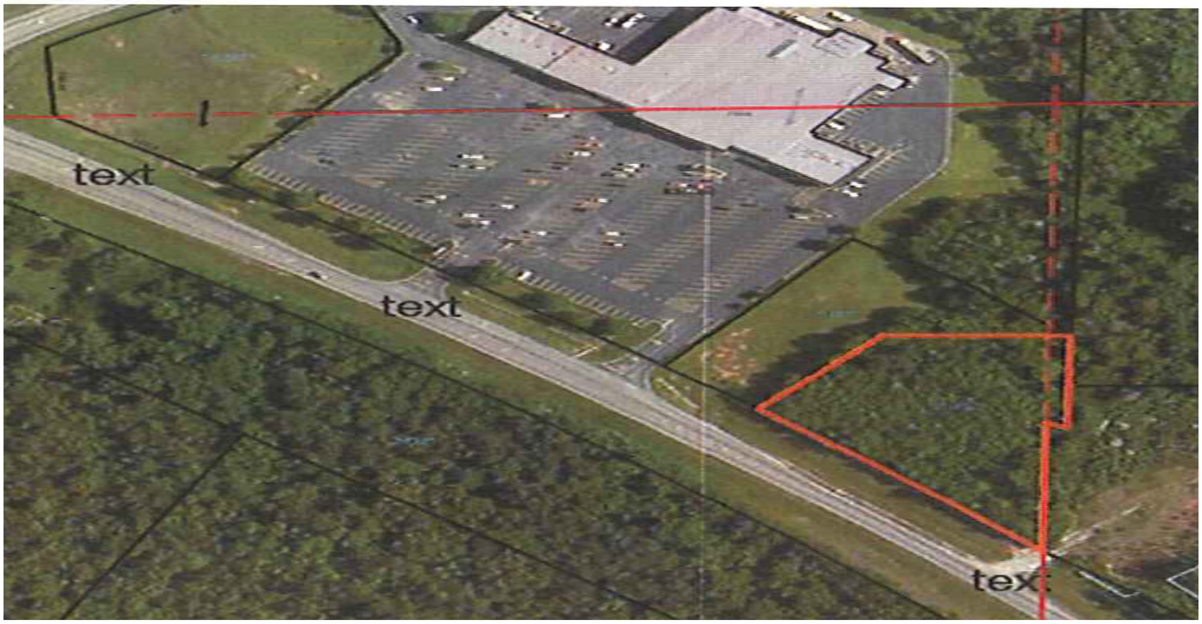
Additional Information

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 Price SqFt: $1.21**
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

Sale 3

Transaction

ID:	**N/E Corner of 1st Avenue & N 22nd St**	**Date:**	**3/11/2015**
Address:	**N/E Corner of 1st Avenue & N 22nd 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 1st Avenue** **400 FF 22nd 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.

Comparable Sales Grid

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

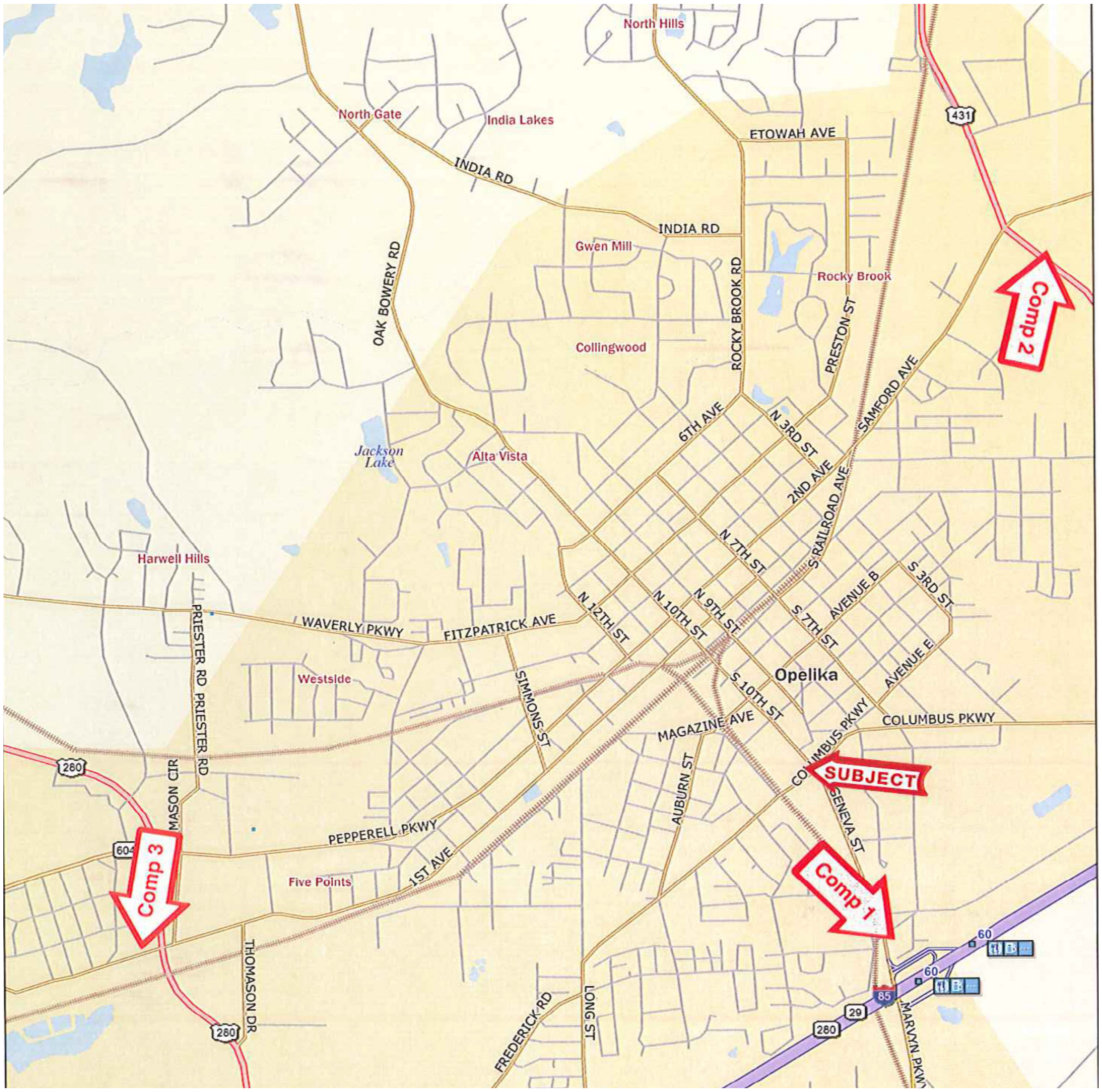
The adjusted sales include the three most recent sales within the subject market. The sales are adjusted for location and size. After adjustments the sales range from \$1.63 to \$1.91 per square foot. Comparable sale #1 is located in closest proximity to the subject and is given greatest consideration.

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



RECONCILIATION AND FINAL VALUE ESTIMATE

Cost Approach ……………………………………………N/A

Income Approach …………………………………………N/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.

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. INFORAMTION 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.

Attachment: pridgen appraisal city of opelika (115-18 : Purchase of Real Property, Pridgen)

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 n 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 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. 116-18

Weed Abatement Assessment - 12 East Johnson Ave

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT FOR WEED LIEN AGAINST PROPERTY LOCATED AT

12 E Johnson Ave Parcel No. 013.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 12 E Johnson Ave, parcel no. 013.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 12 E Johnson Ave, a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 5th day of June, 2018 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $145.32 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 12 E Johnson Ave Parcel no. 013.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-17-2-000-013.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

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

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

ADOPTED AND APPROVED this the 5th day of June, 2018.

C. E. "Eddie" Smith

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2018

To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830

Property Address:
12 E Johnson Ave
Opelika Al. 36801
Parcel # 10-04-17-2-000-013.000

On April 19, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 132.58

Certified mail: 13.34

Misc.

Total 145.32

RESOLUTION NO. 117-18

Weed Abatement Assessment - 1201 Elliot Ave

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1201 Elliot Ave, Parcel No. 041.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 1201 Elliot Ave, parcel no. 041.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1201 Elliot Ave, a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 5th day of June 2018 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $230.94 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1201 Elliot Ave, Parcel no. 041.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-01-12-4-001-041.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

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

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

ADOPTED AND APPROVED this the 5th day of June, 2018.

____

President of the City Council

City of Opelika, Alabama

Attest:

____

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2018

To: MTAG as CST for EBURY Fund #1
111 Coleman Blvd Suite 400
Mt. Pleasant, Sc. 29464

Property Address:
1201 Elliot Ave
Opelika Al. 36801
Parcel # 09-01-12-4-001-041.000

On April 13, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	217.60
Certified mail:	13.34
Misc.	
Total	230.94

RESOLUTION NO. 118-18

Weed Abatement Assessment - 1733 1St Avenue

RESOLUTION NO. ___________

RESOLUTION FIXING AMOUNT OF ASSESSMENT FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1733 1st Ave, Parcel No. 073.000

==

WHEREAS, the weed nuisance growing upon or in front of the property located at 1733 1st Ave, parcel no. 073.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1733 1st Ave, a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 5th day of June, 2018 at 7:00 p.m. in the City Council Chambers in the

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

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $77.73 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1733 1st Ave, Parcel no. 073.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-13-2-000-073.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

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

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

ADOPTED AND APPROVED this the 5th day of June, 2018.

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

Attest:

R. G. “Bob” Shuman, CMC
City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 05/24/2018

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1733 1st Ave
Opelika Al. 36801
Parcel # 09-06-13-2-000-073.000

On 04/19/2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	64.39
Certified mail:	13.34
Misc.	
Total	77.73

RESOLUTION NO. 119-18

Project agreement, Plainsmen Developments Inc., Fox Chase on Emerald Lake.

RESOLUTION NO. _____________

RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA,

AND PLAINSMEN DEVELOPMENTS, INC.

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

Section 1. The City Council upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Plainsmen Developments, Inc., an Alabama corporation, (the "Company") have agreed to the terms of that certain Project Development Agreement to be dated the date of delivery (the "Project Development Agreement") as set forth hereinafter for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Amendment No. 642 of the Constitution of Alabama of 1901, as amended ("Amendment 642").

(c) The Project as defined in the Project Development Agreement, is the development of a 74-lot subdivision for single family detached residences on 160.69 acres located at the current east terminus in Foxchase on Emerald Lake Subdivision (the "Project Site") entitled "Foxchase on Emerald Lake Subdivision, Phase IV" (the "Subdivision"). The Company intends to develop the Subdivision in two phases. The "Project" will consist of (1) the construction of the sanitary sewer system designed to serve Foxchase on Emerald Lake Subdivision, Phase IV; (2) the construction of a bridge which will cross over Chewacla Creek and will be located at the current terminus of Ski Spray Point between Phase III and Phase IV of Foxchase on Emerald Lake Subdivision; (3) the completion of a new flood plain mapping study and (4) the construction of the streets and utility infrastructure within the first phase of the Project. The Project will constitute “economic development” within the meaning of Amendment 642.

(d) Pursuant to, and for the purposes of, Amendment 642, it is necessary and desirable and in the public interest for the City to provide financial incentives to the Company, and for such purposes, the City will agree to (1) pay to the Company an amount equal to the lesser of (i) one-half (50%) of the actual cost of the construction of the sanitary sewer system, or (ii) $207,000; (2) pay to the Company an amount equal to the lesser of (i) one-half (50%) of the actual cost of the construction of the bridge, or (ii) $100,000; and (3) pay to the Company an amount equal to the lesser of (i) one-half (50%) of the actual cost of the flood plain mapping study, or (ii) $20,000. The City’s total contribution to the Project shall not exceed $327,000..

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

(f) On May 29, 2018, the City caused to be published in *The Opelika-Auburn News*, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which notice is attached hereto as Exhibit “A”. The Council certifies:

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

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

(g) On June 5, 2018, the City Council conducted a public hearing during the meeting referenced in said notice with respect to the matters therein contained. No person presented, either orally or in writing, any objection to the Project Development Agreement.

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

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

(b) the terms and provisions of the Project Development Agreement, in substantially the form set forth in Exhibit “B”, with such changes thereto (by addition or deletion) as the Mayor shall approve (other than an increase in the amount of the City’s financial commitment, which must be approved by this Council), which approval shall be conclusively evidenced by execution and delivery of the Project Development Agreement as hereinafter provided.

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

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

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

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

Section 6. All resolutions, orders or parts thereof, of the City Council in conflict or inconsistent with any provision of this Resolution are, to the extent of such conflict or inconsistency, repealed.

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

ADOPTED AND APPROVED this the _______ day of June, 2018.

____

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

ATTEST:

____

CITY CLERK

CITY CLERK’S CERTIFICATE

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

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

CITY CLERK

CITY OF OPELIKA, ALABAMA

RESOLUTION NO. 120-18

Project agreement, Broadview Properties Family Partneship, The Estates Phase II.

RESOLUTION NO. _____________

RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA, AND

BROADVIEW PROPERTIES FAMILY LIMITED PARTNERSHIP

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

Section 1. The City Council upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Broadview Properties Family Partnership, an Alabama limited partnership, (the "Company") have agreed to the terms of that certain Project Development Agreement to be dated the date of delivery (the "Project Development Agreement") as set forth hereinafter for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Amendment No. 642 of the Constitution of Alabama of 1901, as amended ("Amendment 642").

(c) The Project as defined in the Project Development Agreement, is the development of a 53-lot subdivision for single family detached residences on approximately 18 acres located at the north terminus point of Hampstead Lane (the "Project Site") entitled "The Estates, Phase II" (the "Subdivision"). The "Project" will consist of (1) the construction of a sanitary sewer pump station to serve the Subdivision, and (2) the construction of all streets and public utility infrastructure within the Subdivision. The Company has agreed to construct a permanent pump station to accommodate the development of the Subdivision, and the City has agreed to pay to the Company a proportionate share of the capital cost of constructing the pump station. The Company will construct the pump station and transfer it to the City, and the City will own, operate and maintain the pump station. The Project will constitute "economic development" within the meaning of Amendment 642.

(d) Pursuant to, and for the purposes of, Amendment 642, it is necessary and desirable and in the public interest for the City to provide financial incentives to the Company, and for such purposes, the City will agree to (1) pay to the Company an amount equal to the lesser of (i) one-half (50%) of the actual cost of the construction of the pump station, or (ii) $74,087.50. The City's total contribution to the Project shall not exceed $74,087.50.

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

(f) On May 29, 2018, the City caused to be published in *The Opelika-Auburn News*, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which notice is attached hereto as Exhibit "A". The Council certifies:

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

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

(g) On June 5, 2018, the City Council conducted a public hearing during the meeting referenced in said notice with respect to the matters therein contained. No person presented, either orally or in writing, any objection to the Project Development Agreement.

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

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

(b) the terms and provisions of the Project Development Agreement, in substantially the form set forth in Exhibit "B", with such changes thereto (by addition or deletion) as the Mayor shall approve (other than an increase in the amount of the City's financial commitment, which must be approved by this Council), which approval shall be conclusively evidenced by execution and delivery of the Project Development Agreement as hereinafter provided.

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

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices and petitions and proceedings with respect to the Project Development Agreement, as the Mayor and such other officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Project Development Agreement or duly and punctually observe and perform all agreements and obligations of the City under the Project Development Agreement.

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

Section 6. All resolutions, orders or parts thereof, of the City Council in conflict or inconsistent with any provision of this Resolution are, to the extent of such conflict or inconsistency, repealed.

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

ADOPTED AND APPROVED this the _______ day of June, 2018.

____

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

ATTEST:

____

CITY CLERK

CITY CLERK'S CERTIFICATE

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

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

____

CITY CLERK

CITY OF OPELIKA, ALABAMA

RESOLUTION NO. 121-18

Tax abatement agreement with Hyundai Motor Manufacturing Alabama.

RESOLUTION NO. ___________

RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND EXEMPTIONS FOR HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC

WHEREAS, Hanwha Advanced Materials, LLC operates an industrial facility ("the Facility") in the Northeast Industrial Park within the corporate limits of the City of Opelika (the "City"); and

WHEREAS, Hyundai Motor Manufacturing Alabama, LLC (the "Company") has announced plans for a major addition (the "Project") to be located in the Facility located at 4400 North Park Drive, Opelika, Alabama; and

WHEREAS, the Project will consist of the purchase and acquisition by the Company of new tooling and related equipment to facilitate the expansion of the Company's product line at the Facility; and

WHEREAS, the Project, involving the purchase and acquisition of new manufacturing machinery, will involve a capital investment of approximately three million eight hundred thousand dollars ($3,800,000.00); and

WHEREAS, the Project is estimated to be placed in service by December 31, 2018; and

WHEREAS, the Project will be operated by the Company as an "industrial or research enterprise" as defined under Alabama Code §40-9B-3(a)(10); and

WHEREAS, the Company's NAICS Code 336111 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama,* as amended; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the "Act"), the Company has requested from the City the abatement of all state and local non-education ad valorem taxes (property taxes); and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes be extended for a period of ten (10) years in accordance with the Act; and

WHEREAS, the City has considered the request of the Company and the completed application (copy attached) filed by the Company in connection with its request; and

WHEREAS, the City has found the information contained in the Company's application to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and

WHEREAS, the Project will involve a capital investment of approximately three million eight hundred thousand dollars ($3,800,000.00); and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement between the City and the Company and the City Council has determined that the general terms of such Agreement are acceptable to the City in principle; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama and has power to enter into and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the City represents and warrants to the Company that it has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement; and

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the expanded use of the Facility due to the installation of said new manufacturing machinery.

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

1. Approval is hereby given to application of the Company and abatement is hereby authorized of all state and local non-educational property taxes as the same may apply to the fullest extent permitted by the Act. The period of abatement for the non-educational property taxes shall extend for a period of ten (10) years measured as provided in Section 40-9B-3(a)12 of the Act.

2. The abatements and exemptions granted herein do not include any ad valorem taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraph 1 above shall not exceed the maximum abatement allowed by state law.

3. The governing body of the City is authorized to enter into an abatement agreement with the Company to provide the abatement granted in Section 1.

4. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with the Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraph 1 above.

5. A certified copy of this resolution, with Application and Abatement Agreement, shall be forwarded to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

6. 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 caused 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.

7. This resolution shall take effect upon 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

RESOLUTION NO. 122-18

Request for Bicycle Time Trial Race on July 10Th.

RESOLUTION NO. _____________

RESOLUTION APPROVING REQUEST TO HOLD A ROAD BICYCLE TIME TRIAL RACE ON JULY 10, 2018

WHEREAS, bicycling activities and attractions have great potential to have a positive impact on the City of Opelika's economy and tourism by making the City attractive to businesses and citizens who enjoy the outdoors and healthy lifestyles; and

WHEREAS, Timothy McDonald of the East Alabama Cycling Club has requested permission to organize a road bicycle time trial race on Oak Bowery Road and National Village Parkway on Tuesday, July 10, 2018; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City and its citizens to approve said request of the East Alabama Cycling Team.

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

1. That the request submitted by Timothy McDonald of the East Alabama Cycling Club, to organize and hold a road bicycle time trial race on Tuesday, July 10, 2018 is hereby approved subject to the following conditions: (a) that the organizer/sponsor of said event shall execute and deliver to the City an Indemnification Agreement satisfactory to the City Attorney, (b)the organizer shall purchase and maintain during the event commercial general liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate with the City named as an additional insured and shall provide the City certificates of insurance demonstrating that the above insurance requirements have been met.

2. That the Mayor, Police Chief, Fire Chief, City Engineer and Director of Public Works and their designees are hereby authorized and directed to take the appropriate actions necessary to insure the safety of this event on the route designated per the attached map on July 10, 2018 from 6:30 p.m. until 7:30 p.m.

ADOPTED AND APPROVED this the ______ day of ___________________, 2018.

____

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

____

CITY CLERK

Shuman, Robert

To: Timothy P. McDonald
Subject: City of Opelika / East Alabama Cycling Club - requested bike time trial on July 10th

From: Timothy P. McDonald <mcdontp@auburn.edu>
Sent: Tuesday, May 15, 2018 3:37 PM
To: Shuman, Robert <RShuman@opelika-al.gov>
Cc: Barton, Alan <ABarton@opelika-al.gov>; Christopher Graff <cgraff@auburnalabama.org>
Subject: Re: City of Opelika / East Alabama Cycling Club - requested bike time trial on July 10th

Mr. Shuman - as president of East Alabama Cycling Club, I hereby request permission from the City of Opelika on behalf of the club to hold a time trial bike racing event on 10 July. The race will start at 6:30PM and be over by 7:30PM. Racers will start at one minute intervals from a point near the Opelika Power substation on Oak Bowery Rd, proceed out Oak Bowery to the entrance of the Grand National golf course, turn left and proceed up National Village Loop for approximately 1/2 mile, turn around and ride back to the start (see attached map).

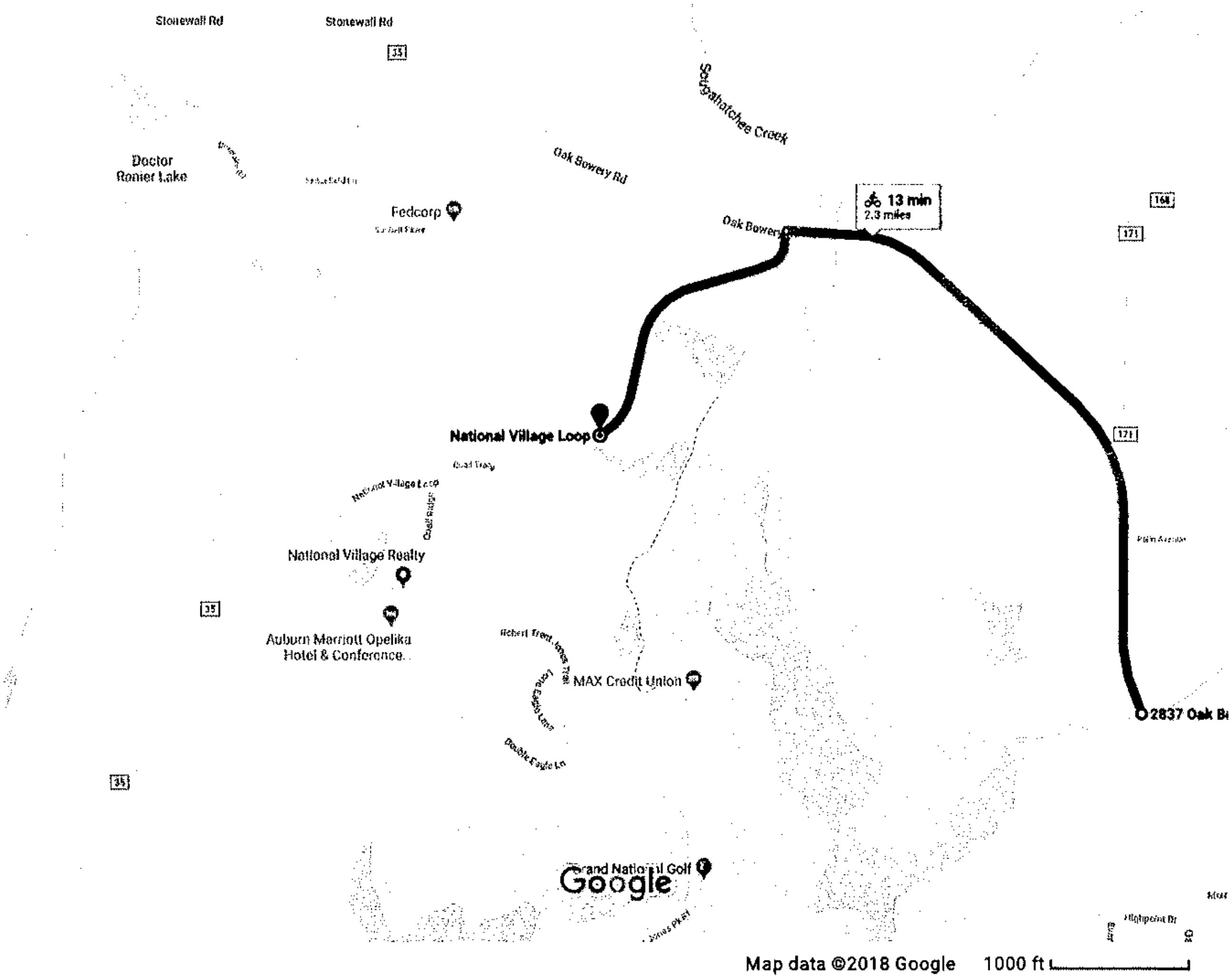
We understand the risks involved and agree to the stipulations outlined in your previous email(s). We will also have course marshals stationed at the turn in/out from Grand National Loop to warn riders about approaching cars or other hazards. If you have any further questions or require any more information, please don't hesitate to contact me. Thanks for your help.

Tim McDonald
President, EACC

Google Maps

2837 Oak Bowery Rd, Opelika, AL 36801
to National Village Loop, Opelika, AL 36801

Bicycle 2.3 miles, 13 min



via Oak Bowery Rd

13 min

2.3 miles

Mostly flat

Attachment: CM 6-05-18, request from East Al. Cycling Club for July 10th. (122-18 : Request for Bicycle Time Trial Race on July 10Th.)

STATE OF ALABAMA

COUNTY OF LEE

INDEMNITY AGREEMENT
FOR SPECIAL EVENT

This Indemnity Agreement is made this the _____ day of ________________, 2018, by and between the City of Opelika, Alabama (“City”) and the East Alabama Cycling Club (hereinafter referred to as “Indemnitor”).

WHEREAS, the Indemnitor has applied to the City for permission to hold a time trial bicycle race on Oak Bowery Road and National Village Parkway on July 10, 2018 subject to the condition that the Indemnitor shall indemnify and hold the City harmless from any claims, loss and damages arising out of said event; and

WHEREAS, as a condition of approval, the Indemnitor has agreed to provide this Indemnification and Hold Harmless Agreement, including the insurance provisions.

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees as follows:

1. Indemnification Clause. Indemnitor agrees that he will indemnify, hold and save the City of Opelika, Alabama, its officers, agents, and employees (collectively also referred herein as the “City”) harmless and at the City’s option, defend the same from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments of any nature recovered from or asserted against the City on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of Indemnitor, or his agents, servants, employees, patrons, invitees and participants or when any such injury or damage may in any way arise from or out of Indemnitor’s activities

upon the City streets during said road bicycle race. Indemnitor covenants and agrees that in case the City should be made party to any litigation against Indemnitor, or in any litigation commenced by any party against any party other than Indemnitor relating to this Agreement or to the road bicycle race referred to above then Indemnitor shall and will pay all costs and expenses, including reasonable attorney's fees and Court costs incurred by or imposed upon the City by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or misconduct of the City. This indemnification shall survive termination or expiration of this Agreement.

2. Ordinances and Laws. Indemnitor shall comply with all applicable laws, statutes, ordinances and all rules and requirements of the City, State of Alabama and United States Government as applicable.

3. Insurance. Indemnitor shall, as a condition precedent to being allowed to conduct the special event hereunder, deliver to the City of Opelika, office of City Clerk, certificates of insurance providing for comprehensive general liability insurance with a minimum coverage of one million ($1,000,000) dollars per occurrence for bodily injury, death, property damage and personal injury and two million ($2,000,000) dollars aggregate with the City named as an additional insured. The above liability insurance shall be issued by an insurance company duly authorized to do business in the State of Alabama. Indemnitor warrants and represents that he has notified his insurance agent of the contents of this Agreement and has supplied the agent with a copy.

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement this the _____

day of ____________________, 2018.

____
Timothy P. McDonald, President
East Alabama Cycling Club (INDEMNITOR)

State of Alabama
County of Lee

I, ______________________, a Notary Public, in and for the County or state, hereby certify that Timothy P. McDonald, President of the East Alabama Cycling Club, as Indemnitor, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he/she executed the same, in his/her capacity as Indemnitor voluntarily on the day the same bears date.

Given under my hand this the _______ day of ___________________, 2018.

(SEAL)

____
NOTARY PUBLIC
My commission expires:

RESOLUTION NO. 123-18

Special appropriation to the Opelika School System for the HOSA program.

RESOLUTION NO. ________

WHEREAS, Mayor Fuller and the Opelika City Council appreciates and fully supports the various activities and programs of the Opelika School System, and

WHEREAS, Opelika High School needs additional funds to assist certain students in the OHS Chapter of Health Occupations Students of America (HOSA) cover the travel expenses to attend the International Conference and Competition being held June 26th - July 1st in Dallas, Texas, and

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 $1,000.00 to the Opelika School System to assist the OHS students with the travel expenses to attend the HOSA International Conference and Competition.
2. That the City Council members wish to provide $200.00 each from their discretionary funds as detailed below:

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

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 $1,000.00 from the account 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 $1,000.00 can be prepared payable to the Opelika School System and earmarked for the items mentioned in No. 1.

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

____

President of the City Council

City of Opelika, Alabama

Attest:

____

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 124-18

Agreement with Airbnb Inc.

RESOLUTION NO. _____________

RESOLUTION APPROVING VOLUNTARY COLLECTION AGREEMENT BETWEEN AIRBNB, INC., AND THE CITY OF OPELIKA, ALABAMA

WHEREAS, Airbnb, Inc. (hereinafter referred to as "Airbnb") is an American company which operates an online marketplace for people to lease short-term lodging, including houses, apartments, cottages, hotel rooms and motel rooms; and

WHEREAS, Airbnb provides an Internet-based platform (the "Platform") through which third parties offering accommodations ("Hosts") and third parties looking for such accommodations ("Guests") may communicate, negotiate and consummate a direct booking transaction for accommodations to which Airbnb is not a party ("Booking Transaction"); and

WHEREAS, the City of Opelika (the "City") and Airbnb desire to enter into an agreement in order to facilitate the reporting, collection and remittance of applicable lodging taxes imposed under applicable City of Opelika ordinances, on behalf of Hosts for Booking Transactions completed by Hosts and Guests on the Platform; and

WHEREAS, a proposed Voluntary Collection Agreement between Airbnb and the City of Opelika has been presented to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Voluntary Collection Agreement between Airbnb, Inc., and the City, a copy of which is attached hereto and marked as Exhibit “A”, be and the same are 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 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

EXHIBIT "A"

VOLUNTARY COLLECTION AGREEMENT
FOR
CITY OF OPELIKA, ALABAMA LODGING TAX

THIS VOLUNTARY COLLECTION AGREEMENT (the "**Agreement**") is dated ________________, 2018 and is between **AIRBNB, INC.**, a Delaware corporation ("**Airbnb**") and the **CITY OF OPELIKA, ALABAMA, A MUNICIPAL CORPORATION** (the "**Taxing Jurisdiction**"). Each party may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the "**Platform**") through which third parties offering accommodations ("**Hosts**") and third parties booking such accommodations ("**Guests**") may communicate, negotiate and consummate a direct booking transaction for accommodations to which Airbnb is not a party ("**Booking Transaction**");

WHEREAS, the Taxing Jurisdiction and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable lodging taxes ("**Lodging Tax**") imposed under applicable City of Opelika, Alabama law (the applicable "**Code**"), on behalf of Hosts for Booking Transactions completed by Hosts and Guests on the Platform for accommodations located in City of Opelika, Alabama (the "**Taxable Booking Transactions**");

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Solely pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform, Airbnb agrees contractually to assume the duties of a Lodging Tax collector as described in the Code solely for the collection and remittance of Lodging Tax (hereinafter referred to as a "**Collector**"). The assumption of such duties shall not trigger any other registration requirements to which Airbnb is not otherwise subject.

(B) Starting on August 1, 2018 (the "**Effective Date**"), Airbnb agrees to commence collecting and remitting Lodging Tax on behalf of Hosts, pursuant to the terms of this Agreement, at the applicable rate, on Taxable Booking Transactions. Except as set forth in Paragraph (L) below, Airbnb shall not assume any obligation or liability to collect Lodging Tax for any period or for any transaction prior to the Effective Date or after termination of this Agreement.

REMITTANCE OF LODGING TAX

(C) Airbnb agrees reasonably to report aggregate information on the tax return form prescribed by the Taxing Jurisdiction, including an aggregate of gross receipts, exemptions and adjustments, and taxable receipts of all Lodging Tax that is subject to the provisions of this Agreement. Airbnb shall remit all Lodging Tax collected from Guests in accordance with this Agreement and Airbnb's Terms of Service (www.airbnb.com) (the "**TOS**") in the time and manner described in the Code or as otherwise agreed to in writing.

AIRBNB LIABILITY

(D) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of Lodging Tax, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with the Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any Lodging Tax and/or penalties, interest, fines or other amounts assessed against it were not due, are the subject of a claim for refund under applicable law or otherwise bar it from enforcing any rights accorded by law.

(E) During any period for which Airbnb is not in breach of its obligations under this Agreement, the Taxing Jurisdiction agrees to audit Airbnb on the basis of Lodging Tax returns and supporting documentation, and agrees not to directly or indirectly audit any individual Guest or Host relating to Taxable Booking Transactions unless and until an audit of Airbnb by the Taxing Jurisdiction has been exhausted with the matter unresolved. The Taxing Jurisdiction reserves the right to audit any individual Airbnb Host for activity that has been brought to the attention of the Taxing Jurisdiction in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(F) The Taxing Jurisdiction agrees to audit Airbnb on an anonymized transaction basis for Taxable Booking Transactions. Except as otherwise agreed herein, Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Booking Transaction without binding legal process served only after completion of an audit by the Taxing Jurisdiction of Airbnb with respect to such users. The Taxing Jurisdiction agrees that for Lodging Tax purposes, it will limit its audit of Airbnb to no more than a consecutive twelve (12) month tax period within any consecutive forty-eight (48) month period in accordance with Section 40-2A-7 of the State Code of Alabama, 1975. The Parties agree that any audit findings of the Taxing Jurisdiction in the selected twelve (12) month period may be projected against the remainder of any periods open under the applicable statute of limitations, unless Airbnb elects, at its sole discretion, to undergo further audit of such open periods by the Taxing Jurisdiction.

(G) Airbnb, Inc. agrees to register as a Collector for the sole purpose of reporting, collection and remittance of Lodging Tax under this Agreement and will be the registered Collector on behalf of any affiliate or subsidiary collecting Lodging Tax.

GUEST AND HOST LIABILITY

(H) During any period in which this Agreement is effective relating to Taxable Booking Transactions, provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and remit Lodging Tax on Taxable Booking Transactions, and shall be permitted but not required to register individually with the Taxing Jurisdiction to collect, remit and/or report Lodging Tax. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to Lodging Tax for transactions completed other than on the Platform, or restrict the Taxing Jurisdiction from investigating or enforcing any provision of applicable law against such users for such transactions.

WAIVER OF LOOK-BACK

(I) The Jurisdiction expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders investors, employees and other agents, from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of Lodging Tax or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to Lodging Tax on any Taxable Booking Transactions prior to the Effective Date. Nothing contained in this Paragraph of this Agreement will constitute a release or waiver of any claim, cause of action or indebtedness that the Jurisdiction may have or claim to have against any Host or Guest unrelated to Taxable Booking Transactions under this Agreement.

NOTIFICATION TO GUESTS AND HOSTS

(J) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that it will notify (i) Hosts that Lodging Tax will be collected and remitted to the Taxing Jurisdiction as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of Lodging Tax collected and remitted on each Taxable Booking Transaction.

LIMITATION OF APPLICATION

(K) This Agreement is solely for the purpose of facilitating the administration and collection of the Lodging Tax with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the Code or any other provisions of the laws of the United States of America, of any State or subdivision or municipality thereof. Neither Party waives, and expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the Code, regulations or application of law.

DURATION/TERMINATION

(L) This Agreement may be terminated by Airbnb or the Taxing Jurisdiction for convenience on 30 day written notification to the other Party. Such termination will be effective on the first day of the calendar month following the 30 day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the Taxing Jurisdiction any Lodging Tax collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the Taxing Jurisdiction as of the date of termination.

MISCELLANEOUS

(M) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Alabama without regard to its conflict of law principles.

(N) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(O) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(P) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(Q) RELATIONSHIP OF THE PARTIES. The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(R) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(S) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(T) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

(U) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(V) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl.
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
SF, CA 94103
tax@airbnb.com

To the Taxing Jurisdiction:

City of Opelika
204 S. 7th Street
Opelika, AL 36801
Phone: 334-705-5160
Fax: 334-705-5163

IN WITNESS WHEREOF, Airbnb and the Taxing Jurisdiction have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: ____
Signature of Authorized Representative

Mirei Yasumatsu, Global Tax Director
Name and Title of Authorized Representative

THE CITY OF OPELIKA, ALABAMA

By: ____
Signature

____
Name and Title

ORDINANCE NO. 009-18-ORD

Amend Zoning Ord & Map, 2700 Block Society Hill Road, R-1 to C-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 rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

> From a R-1 District (Rural District) to a C-2 District (Office/Retail District), the parcel of land hereinafter described:
>
> LOT 1, DIVERSIFIED INDUSTRIAL SUBDIVISION, FIRST REVISION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 17, at Page 18, in the Office of the Judge of Probate of Lee County, Alabama.
>
> The above-described property contains 16.67 acres, more or less, and is located in the 2700 block of Society Hill Road, Opelika, Alabama.

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.

____

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____day of _________________, 2018.

MAYOR

ATTEST:

CITY CLERK